AGENDA

Hardee County Board of County Commissioners

WORKSHOP SESSION

February 6, 2025, at 8:30 AM

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

COMMISSIONERS

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

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

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

2. **CALL TO ORDER**

3. **PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS**

4. **BUSINESS AGENDA**

   A. **Casey Dasher, Public Safety Director** - Award Presentation for Life Saving Measures.

   B. **East Academy -** Academy Presentation

   C. **Lane Schneider, Emergency Management Director** - Memorandum of Agreement for Use of WeatherSTEM Stations

   D. **Diane Moore, Budget Manager** - Fixed Asset Transfers and Disposals

   E. **Diane Moore, Budget Manager -** Budget Amendments

   F. **Diane Moore, Budget Manager -** Ratify County Manager's Expenditures Between $25,000 and $50,000

   G. **Tara Holt, Project Coordinator & Right of Way Agent -** Resolution 2025-29, Certification of Statutory Dedication for Allen Road

   H. **Bobby Keene, Capital Projects Manager -** Courthouse Annex Elevator Change Order 1

   I. **Bobby Keene, Capital Projects Manager -** Hardee County Jail Generator Purchase

   J. **Bobby Keene, Capital Projects Manager -** Update on Sale of Resthaven

   K. **Todd Miller, Community Development Director -** GNA Acres Subdivision

L. **Todd Miller, Community Development Director -** Vang Lee Yang Subdivision

M. **Christopher Simpron, Assistant County Manager -** Resolution 2025-33, Award ITB 25-001 for the Construction of County Road 663 to Ajax Paving.

N. **Christopher Simpron, Assistant County Manager -** Resolution 2025-34 - County Road 663 Supplemental Funding Agreement for Segment 1.

O. **Christopher Simpron, Assistant County Manager -** Resolution 2025-35, County Road 663 Supplemental Funding Agreement for Segment 3.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

6. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Casey Dasher, Public Safety/Fire/Rescue
ITEM TYPE:	Presentation
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Casey Dasher, Public Safety Director** - Award Presentation for Life Saving Measures.
SUGGESTED ACTION:	

ATTACHMENTS:
LIFE SAVING MEASURES.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

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VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

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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

Award Presentation for Life Saving Measures:

On November 30th, Layla Randolph was spending the day at a nature park with her mother. While at the park, Layla returned to her mother's vehicle to retrieve an item and discovered an elderly man on the ground next to their car. The elderly man was unresponsive and not breathing. Another individual was present, already on the phone with emergency services. Upon assessing the situation, Layla's mother confirmed that help was on the way and, in an effort to seek guidance, used FaceTime to contact Layla's father, Gabriel Coone, a Firefighter/Paramedic with Hardee County Fire Rescue.

As the situation unfolded, a park attendant arrived at the scene. Through the guidance of her father, Layla was able to determine that the elderly man was in cardiac arrest. Firefighter/Paramedic Coone advised that someone needed to begin CPR. At this point, the three adults present expressed uncertainty about how to proceed. In a critical moment, Layla calmly stepped forward, stating that she knew how to perform CPR. Through her father's direction she immediately began administering CPR to the man and continued until emergency services arrived and took over.

In a moment of urgency, Layla demonstrated exceptional composure and took decisive action, ensuring the man received life-saving assistance until professional help arrived. Hardee County Fire Rescue hereby recognizes Layla Randolph for her swift action and bravery.

AGENDA ITEM NO. 4.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**East Academy -** Academy Presentation
SUGGESTED ACTION:	

AGENDA ITEM NO. 4.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Lane Schneider, Emergency Management
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lane Schneider, Emergency Management Director** - Memorandum of Agreement for Use of WeatherSTEM Stations

SUGGESTED ACTION:

ATTACHMENTS:
Memo WeatherSTEM Agreement.pdf
FY24-25_MOA FDEM-Hardee County for WeatherSTEM Weather[21].pdf

Hardee County
FLORIDA

Emergency Management

To: Terry Atchley, County Manager

From: Lane Schneider, Emergency Management Director

Subject: MOA for the Use of WeatherSTEM Stations

Date: February 6th, 2025

Motion to approve, Memorandum of Agreement for Use of WeatherSTEM Stations Between the Florida Division of Emergency Management and the Hardee County Board of County Commissioners.

This agreement is for five WeatherSTEM Stations to be purchased and and installed in Hardee County by the Florida Division of Emergency Management (FDEM) to take part in the Florida Severe Weather Mesonet and provide FDEM and Hardee County with hyper-local, real-time weather data in strategic locations.

The identified locations are:

1. Hardee County Utilities, 2428 Commerce Ct., Bowling Green
2. Pioneer Park, 231 Wilbur C Blvd., Zolfo Springs
3. Hardee Lakes Park, 5502 Ollie Roberts Rd., Bowling Green
4. Hardee County Landfill, 685 Airport Rd, Wauchula
5. Mobile Unit (to be kept at the Emergency Operations Center)

Also, authorizing the Chair and/or County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the agreement.

BOARD OF COUNTY COMMISSIONERS

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CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LANE SCHNEIDER
EMERGNECY MANAGEMENT DIRECTOR

MAILING ADDRESS
404 West Orange Street
Wauchula, FL 33873

PHONE
863-773-6373

WEBSITE
hardeecountyfl.gov

MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM") and **Hardee County Board of County Commissioners** ("Recipient").

WHEREAS, the Florida Legislature appropriated $738,000.00 to the Executive Office of the Governor, Division of Emergency Management, to fund the Florida Severe Weather Mesonet – WeatherSTEM;

WHEREAS, the purpose of this appropriation was to provide FDEM with hyper-local, real-time weather data in strategic locations to provide critical information to assist in the deployment of resources to impacted areas during times of severe weather;

WHEREAS, FDEM has contracted with WeatherSTEM for the purchase and installation of weather monitoring systems ("Weather Station") in designated locations throughout the state, including maintenance for three years;

WHEREAS, FDEM has coordinated with the counties where the Weather Stations would be installed;

WHEREAS, ownership of the Weather Stations will be transferred to the Recipient upon installation;

WHEREAS, to ensure that this mesonet continues to benefit the state, the Recipient will agree to maintain each Weather Station it receives for at least an additional seven (7) years following the end of the WeatherSTEM maintenance agreement;

WHEREAS, WeatherSTEM maintenance costs are eligible for recovery under the Emergency Management Preparedness and Assistance (EMPA) Grant and may also be eligible under the Emergency Management Performance Grant (EMPG) Program;

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties agree to the following terms:

1. Recipient agrees to take ownership of the Weather Station(s) within its geographical control from FDEM immediately upon installation of the Weather Station.

2. FDEM agrees to prepay for the maintenance of the Weather Stations for three (3) years following its installation by WeatherSTEM.

3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other costs of the Weather Station(s) for the duration of their estimated lives following the expiration of the prepaid three (3) year maintenance agreement with WeatherSTEM. A Weather Station's expected equipment life is estimated to be ten (10) years. WeatherSTEM provided Recipient with the estimated annual cost for maintaining a Weather Station. At its option, Recipient may separately contract with WeatherSTEM to maintain the Weather Station for the duration of the MOA.

4. Recipient agrees to use the Weather Station(s) for their intended purpose and provide data to WeatherSTEM and its users as required by WeatherSTEM and FDEM.

5. Proof of installation of the Weather Station(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

6. All notices provided under or pursuant to this MOA shall be in writing, and sent via certified mail return receipt requested, along with a courtesy copy via electronic mail, to the representatives and addresses identified below:

For FDEM:	Caitlyn Gillespie, Deputy State Meteorologist Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, FL 32399 (850) 688-2119 Caitlyn.Gillespie@em.myflorida.com
For Recipient	Lane Schneider, Emergency Management Director Hardee County Board of County Commissioners 404 W Orange Street Wauchula, FL 33873 (863) 773-6373 Lane.Schneider@hardeecountyfl.gov

7. Term
    a. The Term of this MOA is ten years from the date of installation of the Weather Station, or until the Weather Station ceases operation in accordance with section 7.b. of this Agreement, whichever occurs first.
    b. If the Weather Station ceases operation prior to the end of its estimated ten-year life, or if the Weather Station is destroyed by an accident not otherwise covered by insurance, neither party is obligated to replace the Weather Station and the MOA shall be void unless the parties agree otherwise. If WeatherSTEM, after consulting with the Recipient, replaces the damaged

Weather Station, the Recipient is responsible for the maintenance of the new unit through the remainder of the original Term of this MOA.

c. Provisions surviving the Term of this MOA: (1) the Recipient shall allow WeatherSTEM to continue collecting weather data from the Weather Station until the Weather Station ceases to function; (2) WeatherSTEM and the Recipient may mutually agree who is responsible for maintaining the Weather Station following the end of the Term of this MOA.

8. Miscellaneous
   a. This MOA shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
   b. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.
   c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
   d. Except for the attachment of proof of installation of the Weather Station(s), any modification of this MOA or additional obligation assumed by either Party with regard to this MOA shall be binding only if evidenced in writing signed by an authorized representative of each Party.
   e. Either Party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.
   f. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
   g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
   h. This MOA, upon execution, contains the entire Agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.
   i. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same MOA.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

RECIPIENT AGENCY	FLORIDA DIVISION OF EMERGENCY MANAGEMENT
By:_____	By:_____
_____ Printed Name and Title	Ian Guidicelli Bureau Chief of Response
_____ Date	_____ Date

Addendum

Proof of installation of the Weather Station(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Serial Number	Address

AGENDA ITEM NO. 4.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Lindsey Barwick, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Diane Moore, Budget Manager** - Fixed Asset Transfers and Disposals
SUGGESTED ACTION:	

ATTACHMENTS:
asset trsf memo 020125.pdf
Transfer Forms.pdf
Asset Pictures.pdf
151-B.jpg

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Fixed Assets Disposition Form

Date: January 29, 2025

The following items will be transferred to fleet and then auctioned.

PRC#	Description	Condition
258-B	2013 Landpride Mower	Poor
303-B	2011 Bomag Roller	Poor
312B	2004 Roller	Poor
RD-371	2004 John Deere Tractor	Poor
313-B	2010 Asphalt Paver	Poor
247-B	2010 New Holland Tractor	Poor
151-B	1994 Bush Hog Mower	Poor
278-B	2016 Cat Dozer	Poor
200-B	2003 Cat Dozer	Poor

Staff recommends approval of these asset transfers.

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	258-B	2013 LANDPRIDE MOWER VIN# 797236	POOR
2	303-B	2011 BW1 1RH BOMAG ROLLER VIN# 901A22221048	POOR
3	312-B	2004 BW11RH ROLLER VIN# 901A22202090	POOR
4	RD-371	2004 JOHN DEERE 5105 BROOM TRACTOR VIN# LV5105C513200	POOR
5	313-B	2010 RP170 Roadtec Asphalt Paver VIN# RP-170-135	Poor
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16			

Transfer ☑ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☐

Other _____

From: Road & Bridge _____ Date 1 / 22 /20 25
(Department) (Department Head)

To: Fleet Maintenance Misti Flowers Date 1 / 22 /20 25
(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

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3	312-B	2004 BW11RH ROLLER VIN# 901A22202090	POOR
4	RD-371	2004 JOHN DEERE 5105 BROOM TRACTOR VIN# LV5105C513200	POOR
5	313-B	2010 RP170 Roadtec Asphalt Paver VIN# RP-170-135	POOR
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Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☑

Other _____

From: Mitch Flowers Fleet Maintenance Date 1 / 22 /20 25
(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 , 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	247-B	2010 NEW HOLLAND TRACTOR VIN# ZAJH17984	POOR
2	151-B	1994 BUSH HOG MOWER VIN# 1200581	POOR
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Transfer ☑ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☐

Other _____

From: Parks & Rec _____ Date 1 /22/20 25
(Department) (Department Head)

To: Fleet Maintenance Misti Flowers Date 1 /22/2025
(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	247-B	2010 NEW HOLLAND TRACTOR VIN# ZAJH17984	POOR
2	151-B	1994 BUSH HOG MOWER VIN# 1200581	POOR
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Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☑

Other _____

From: Fleet Maintenance Misti Flowers Date 1 / 22 /20 25
(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 , 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	278-B	2016 D7E CAT DOZER VIN# SSH00337	POOR
2	200-B	2003 CAT D7R DOZER VIN# AEC00641	POOR
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Transfer ☑ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☐

Other _____

From: Solid Waste Evelyn Guffey Date 01 /22 /20 25
(Department) (Department Head)

To: Fleet Maintenance Mitch Howers Date 1 /22 /20 25
(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	278-B	2016 D7E CAT DOZER VIN# SSH00337	POOR
2	200-B	2003 CAT D7R DOZER VIN# AEC00641	POOR
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Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☑

Other _____

From: Yvette Flowers Fleet Maintenance Date 1 /22 /20 25
(Department) (Department Head)

To: _____ Date ____ /____ /20____
(Department) (Department Head)

Custody Accepted: _____ Date ____ /____ /20____

Board approval of transfer date: ____ /____ /20____



2477B



258-B



RD-371



303-B



312-B



313-B

278B

Jan 22, 2025 at 9:45:21 AM
Wauchula FL 33873
United States




200-B
Jan 22, 2025 at 9:43:47 AM
Wauchula FL 33873
United States
CAT
WASTE
HANDLER
200-B



AGENDA ITEM NO. 4.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Diane Moore, Budget Manager -** Budget Amendments
SUGGESTED ACTION:	

ATTACHMENTS:
aamemo amendments operating 020225.pdf
Operating Amendments 020125 vs2.pdf
aa memo capital amendments 020125.pdf
capital amendments 020125vs2.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

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DONALD CHANCEY
DISTRICT 3

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CHAIR, DISTRICT 4

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TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: January 29, 2025

There are three different operating amendments before the board.

The first amendment increases the Mosquito Control Grant Revenue and increases the respective grant expense. The amendment is bringing the balance forward into the Fiscal Year 25 budget.

The second amendment is regarding the Wellness grant. We are reducing the grant amount and reducing the related expense line. The amendment is bringing the balance forward into the Fiscal Year 25 budget.

The third amendment is regarding the HHRP grant. We are increasing the cash forward and increasing and decreasing corresponding expense lines. The amendment is bringing the balance forward in the Fiscal Year 25 Budget.

Staff recommends approval of the attached operating amendments.

OPERATING BUDGET AMENDMENTS
2024-2025

February 1, 2024

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-620-00	HC Mosquito Control Program	$37,749.00	$65,494.12	$26.66		$65,520.78	Moving the remaining amount into Fy 24-25 for admin cost
135-562-034-00	MCP Health Dept. Contractual Services	$44,886.00	$72,631.12	$26.66		$72,657.78	
001-399-000-02	Wellness Program Cash Forward	$ 20,630.00	$ 20,630.00		2,122.00	$ 18,508.00	True Up Fy 2025
001-513-331-02	HR - Wellness Promotions	$ 20,630.00	$ 20,630.00		$ 2,122.00	$ 18,508.00	
135-399-000-8	HHRP Cash Forward	$ 313,863.00	$ 313,863.00	$ 103,642.16		$ 417,505.16	HHRP Grant Cash Forward Y/E 2023-2024 to Begin 2024-2025
135-554-412-0	HHRP Regular Salaries	$ -	$ -	$ 27,844.20		$ 27,844.20	
135-554-421-0	HHRP FICA	$ 278.00	$ 278.00	$ 1,600.00		$ 1,878.00	
135-554-421-1	HHRP Medicare	$ 65.00	$ 65.00	$ 350.00		$ 415.00	
135-554-422-0	HHRP Retirement	$ 619.00	$ 619.00	$ 2,800.00		$ 3,419.00	
135-554-423-0	HHRP Life Health Insururanc	$ 1,211.00	$ 1,211.00	$ 3,800.00		$ 5,011.00	
135-554-442-0	HHRP Freight and Postage	$ -	$ -	$ 6.00		$ 6.00	
135-554-449-0	HHRP Other Current Charges	$ 3,700.00	$ 3,700.00		$ 2,200.00	$ 1,500.00	
135-554-451-0	HHRP Office Supply	$ 2,384.00	$ 2,384.00		384.00	$ 2,000.00	
135-554-452-0	HHRP Operating Supplies	$ 37,034.00	$ 37,034.00		$ 34,034.00	$ 3,000.00	
135-554-434-0	HHRP REHAB	$ 246,690.00	$ 246,690.00	$ 103,859.96		$ 350,549.96	

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
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TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: January 29, 2025

There are four capital amendments before the board.

The first amendment increases the EDA grant for the Hardee Parks Infrastructure and increases the corresponding grant expense. The amendment is bringing the balance forward into the Fiscal Year 25 budget.

The second amendment reducing the SCOP Grant #445066 and reduces the related expense line. The amendment is bringing the balance forward into the Fiscal Year 25 budget.

The third amendment is increasing the SCOP Grant #445076 and increasing the corresponding expense lines. The amendment is bringing the balance forward in the Fiscal Year 25 Budget.

The fourth amendment is decreasing the Wauchula Hills State Appropriation grant and the corresponding expense line. The amendment is bringing the balance forward in the Fiscal Year 25 Budget.

Staff recommends approval of the attached operating amendments.

CAPITAL BUDGET AMENDMENTS
2024-2025

February 1, 2024

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-337-700-02	EDA - Hardee Parks Infrastructure	$ 745,000.00	$ 745,000.00	$ 42,962.00		$ 787,962.00	Tru-Up from 2024 to 2025
135-572-063-02	Hardee Parks Infrastructure	$ 745,000.00	$ 745,000.00	$ 42,962.00		$ 787,962.00	
102-334-490-23	SCOP Grant Ten Mile Grade 445066	$ 1,245,116.00	$ 1,245,116.00		838,821.00	$ 406,295.00	Dcrease Ten Mile Grade (445066-1-54-01) by supplemental agreement from FDOT
102-541-363-33	CP Ten Mile Grade Bridge 64120 to Marguerite Road	$ 1,245,116.00	$ 1,245,116.00		$ 838,821.00	$ 406,295.00	
102-334-490-24	SCOP Grant Ten Mile Grade 445076	$ 992,584.00	$ 992,584.00	$ 1,031,691.00		$ 2,024,275.00	Increase Ten Mile Grade by supplement agreement
102-541-363-34	CP Ten Mile Grade Scarborough to Bridg	$ 992,584.00	$ 992,584.00	1,031,691.00		$ 2,024,275.00	
402-334-350-0	WH Grant State Appropriation	$ 1,109,068.00	$ 1,109,068.00		$ 27,697.00	$ 1,081,371.00	State Approprations phase 8 Tru up for FY25
402-535-263-15	CP State Appropriations Ph 8 WA	$ 2,205,107.00	$ 1,979,035.82		$ 27,697.00	$ 1,951,338.82	

AGENDA ITEM NO. 4.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Diane Moore, Budget Manager -** Ratify County Manager's Expenditures Between $25,000 and $50,000
SUGGESTED ACTION:	

ATTACHMENTS:
contract memo.pdf
Expenditures.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Expenditures for Ratification

Date: January 31, 2025

On November 19, 2024, the board temporarily authorized the county manager to approve expenditures up to $50,000 until March 31, 2025, or until new procedures are adopted that increase the approval level. This motion increased the approval level from $25,000 to $50,000. The motion also included a provision the manager provide a list of expenditures to the board for ratification at the next regularly scheduled meeting.

We will be bringing a list of expenditures to the board each month for ratification.

The following attachment shows the expenditures that were approved by the county manager between November 19, 2024, and January 28, 2025.

Contracts approved since 11/19/24 $25,000 to $50,000

VENDOR	AMOUNT	PO #	SERVICE
Atlas Technical	$ 46,000.00	PO#531469	Ground water sampling quarterly
National Equipment	$ 28,394.53	PO#531004	Tank Cover
Orkin	$ 33,396.00	PO#530416	Tent Civic Center and Extension office
Orkin	$ 31,733.00	PO#530401	Tent Rec Hall, Blacksmith Shop, Hart House, Smoke House, Wildlife Refuge, Museum, Park manager House, Pool Pavillion
Carasoft	$ 37,240.00	PO#531281	SIM Advanced Government Edition Annual License and State Onboarding Services Payment Works
RPM Equipment Sales Rental	$ 47,250.00	PO#530958	Shredder Rental
Garland	$ 41,897.00	PO#531149	Auto Shop Roof Repair

AGENDA ITEM NO. 4.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Tara Holt, Project Coordinator & Right of Way Agent -** Resolution 2025-29, Certification of Statutory Dedication for Allen Road

SUGGESTED ACTION:

ATTACHMENTS:

10_Agenda Memo -Allen Road Rededication.pdf
9_DRAFT_RESOLUTION_ALLEN_ROAD.docx
3_Allen Rd Survey ROW Map.pdf
2_Allen Rd Cert of Statutory Dedication FS 95.361 2.4.21.docx
5_Notice of Acknowledgement of Roadway Maintenance- Allen Rd.docx
8_Allen_Rd_PPT_Presentation.pptx
4_Certification of Survey.pdf

Hardee County
FLORIDA

Public Works
Road and Bridge Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Doug Baber, Assistant County Manger
Rick Taylor, Public Works Director

From: Tara Holton, Project Coordinator/ROW Agent

Date: February 6th, 2025

Re: Statutory Dedication of Allen Road

Mr. and Mrs. Doua Thao have petitioned the Hardee County Board of County Commissioners for a Statutory Dedication of 120 feet of Allen Road, pursuant to the provisions of Chapter 95.361, Florida Statutes.

Allen Road has been found not to constitute a portion of the federal or state highway system and all property owners adjacent to the indicated road have consented to the proposed action.

We are requesting Board approval for Statutory Dedication of 120 feet of Allen Road and accompanying right-of-way in Hardee County, Florida.

RESOLUTION NO. 2025-29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A PETITION OF STATUTORY DEDICATION OF ALLEN ROAD, AS MORE PARTICULARLY DESCRIBED HEREIN, SUBJECT TO THE CONDITIONS SET FORTH HEREIN; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County (the "County") Board of County Commissioners (the "BOCC") are granted authority pursuant to Section 95.361, Florida Statutes Limitations Of Actions; Adverse Possession under County control; and

WHEREAS, the Applicant petitioned the BOCC for Statutory Dedication of Allen Road, as more particularly described below, and all adjacent property owners have executed a general release and consent of the road closure; and

WHEREAS, a duly noticed public hearing was held in compliance with Chapter 95, Florida Statutes; and

WHEREAS, the BOCC find it to be in the best interests of the County to approve the petition for Statutory Dedication of Allen Road, as more particularly described below.

NOW THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Adoption. The Hardee County Board of Commissioners hereby approves the Statutory Dedication of Allen Road as more particularly described as:

All that part of the Allen Road right-of-way lies in the following six parcels of land; (1) section 32; (2) section 32; (3) section 32; (4) section 32; (5) section 32; (6) section 32, All lying in Township 33, Range 25 west, Hardee County, Florida.

Section 3. Condition of Closure and Vacation. All rights of Hardee County and the public in and to the same are hereby renounced and disclaimed.

Section 4. Authorization. The Chair of the Hardee County Board of County Commissioners is authorized and directed to execute any forms or documents in furtherance of this Resolution in substantially the same form, the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Severability. The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 20th day of February 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: _____
Russell Melendy, Chair

(SEAL)

ATTEST:

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

Approved as to Form, Content & Legal Sufficiency:

_____
Sarah Johnston, County Attorney

Docusign Envelope ID: D943C321-5E78-4E54-BD00-D02D492A5AE0

HEARTLAND SURVEYING LLC

4142 CREWSVILLE ROAD ZOLFO SPRINGS, FL 33890 863-781-2092

LEGEND:
SEC.=SECTION; TWP.=TOWNSHIP; RG.=RANGE; # & NO.=NUMBER; BK=BOOK; P=PLAT; M=MEASURED FIELD DATA; C=CALCULATED FIELD DATA; D=DEED; FIR=FOUND IRON ROD; FIP=FOUND IRON PIPE; SIR=SET ⅝" IRON ROD; RLS=REGISTERED LAND SURVEYOR; CHD=CHORD; CS=CONCRETE SLAB; CE=COVERED ENTRY; CW=CONCRETE WALK; CLF=CHAIN LINK FENCE; CBS=CONCRETE BLOCK STRUCTURE; A=ARC; R=RADIUS; CB=CHORD BEARING; Δ = DELTA; R/W=RIGHT-OF-WAY; POB=POINT OF BEGINNING; ---------- OVERHEAD POWER LINE

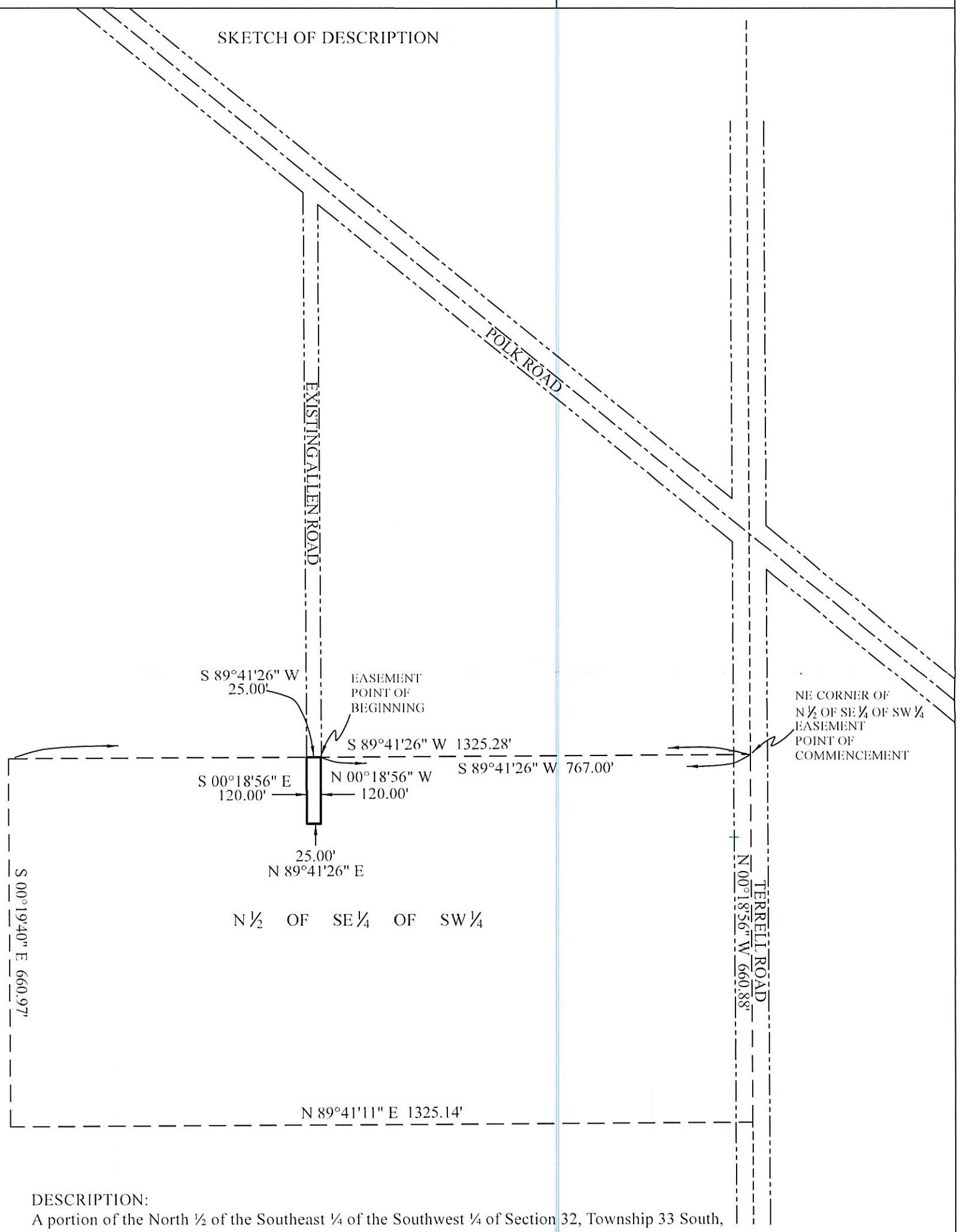
CERTIFIED TO:
-DOUA THAO AND KIA YANG

SEC. 32 TWP. 33 S. RG. 25 E
SUBDIVISION NAME: _____

JOB #: 8314

SCALE: 1" = 200'

SKETCH OF DESCRIPTION



DESCRIPTION:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:
Commence at the Northeast corner of said North ½ of Southeast ¼ of Southwest ¼; Thence S 89°41'26" W along the North line of said North ½ of Southeast ¼ of Southwest ¼ a distance of 767.00 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 25.00 feet; Thence S 00°18'56" E a distance of 120.00 feet; Thence N 89°41'26" E and parallel with said North line, a distance of 25.00 feet; Thence N 00°18'56" W a distance of 120.00 feet to the POINT OF BEGINNING.

PROPERTY ADDRESS:
HARDEE COUNTY, FL

SURVEY TYPE: SPECIFIC PURPOSE

SURVEY DATE: 12-05-24

BEARINGS ARE BASED ON THE NORTH LINE OF SE ¼, SW ¼ (S 89°41'26" W)

NOTES: I William R Waters, P.S.M., do not guarantee or assume any liability for any easement,right-of-way, setback, reservation, restriction, similar matter or subsurvace structure or utility not physically visible on site or shown on a record plat, of which this survey is described as a part and recorded in the Clerk of the Circuit Court. Government Jurisdiction or wetlands, if, any, have not been located. This survey was prepared without benefit of Abstract of Title and all matters of Titleshould be referred to an Attorney of Law. This survey is not valid unless imprinted with an embossed Surveyor's seal. The date signed only reflects date of signature and not survey. No liability will be taken for usage of this survey by any party not specifically named hereon. This survey does not reflect or determine ownership.

I HEREBY CERTIFY THAT THE SURVEY OF THE ABOVE CAPTIONED PROPERTY WAS COMPLETED UNDER MY SUPERVISION AND/OR DIRECTION. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DocuSigned by:
William Waters
9B998E574CFA4D7...

WILL WATERS
PROFESSIONAL SURVEYOR
AND MAPPER
FLA. CERT. NO. 6795

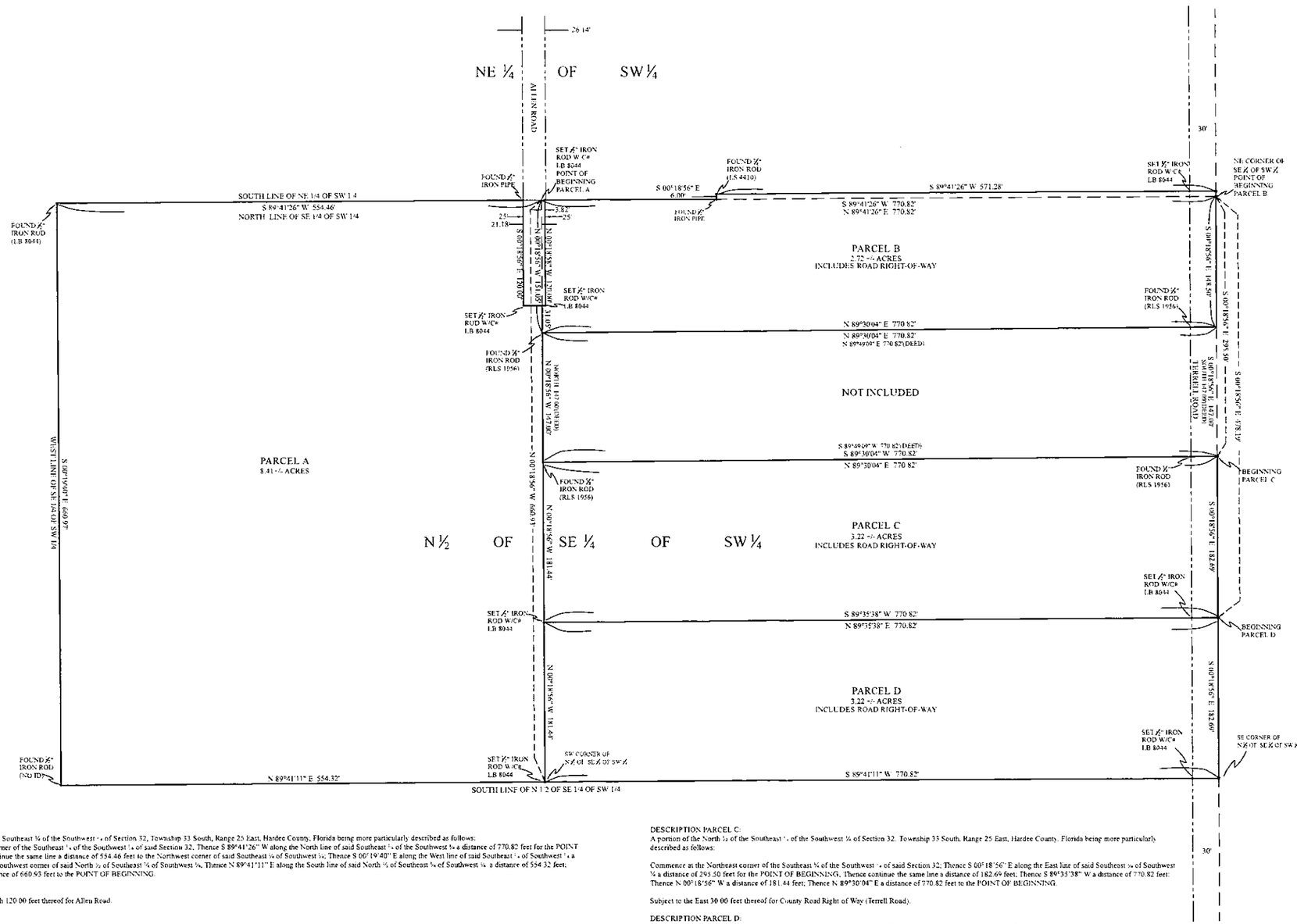
WILLIAM R WATERS License Number 6795 STATE OF FLORIDA Professional Surveyor and Mapper

NOT VALID WITHOUT
SIGNATURE AND
RAISED SEAL.

TRUE HAVEN

LOCATED IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 25 EAST
HARDEE COUNTY, FLORIDA

SCALE: 1" = 60'



DESCRIPTION PARCEL A:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:
Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 89°41'26" W along the North line of said Southeast ¼ of the Southwest ¼ a distance of 770.82 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 554.46 feet to the Northwest corner of said Southeast ¼ of Southwest ¼; Thence S 00°19'40" E along the West line of said Southeast ¼ of Southwest ¼ a distance of 660.97 feet to the Southwest corner of said North ½ of Southeast ¼ of Southwest ¼; Thence N 89°41'11" E along the South line of said North ½ of Southeast ¼ of Southwest ¼ a distance of 554.32 feet; Thence N 00°18'56" W a distance of 660.93 feet to the POINT OF BEGINNING.

LESS AND EXCEPT
The East 21.18 feet of the North 120.00 feet thereof for Allen Road.

DESCRIPTION PARCEL B:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Begin at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 148.50 feet; Thence N 89°30'04" E a distance of 770.82 feet; Thence N 00°18'56" W a distance of 151.05 feet to the North line of said Southeast ¼ of Southwest ¼; Thence N 89°41'26" E along said North line a distance of 770.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

The West 3.82 feet of the North 120.00 feet thereof for Allen Road.

AND ALSO

A portion of the Northeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida described as follows:
The Southerly 6.00 feet of the East 571.28 feet of the Northeast ¼ of the Southwest ¼ of said Section.

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road)

DESCRIPTION PARCEL C:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 295.50 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 182.69 feet; Thence S 89°35'38" W a distance of 770.82 feet; Thence N 00°18'56" W a distance of 181.44 feet; Thence N 89°30'04" E a distance of 770.82 feet to the POINT OF BEGINNING.

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

DESCRIPTION PARCEL D:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 478.19 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 182.69 feet to the Southeast corner of said North ½ of Southeast ¼ of Southwest ¼; Thence S 89°41'11" W along the South line of said North ½ of Southeast ¼ of Southwest ¼ a distance of 770.82 feet; Thence N 00°18'56" W a distance of 181.44 feet, Thence N 89°35'38" E a distance of 770.82 feet to the POINT OF BEGINNING.

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road)

CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

COUNTY OF HARDEE S.S. KNOW ALL MEN BY THESE PRESENTS THAT
THE OWNER(S) OF PROPERTY HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED AND CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON, HEREBY DEDICATED SAID LANDS FOR THE USES AND PURPOSES HEREON EXPRESSED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
THIS __ DAY OF_____ 2024 A.D.

_____ _____
WITNESS OWNER

_____ _____
WITNESS OWNER

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

COUNTY OF HARDEE S.S.
THIS MAP, APPROVED
THIS ____ DAY OF _____, 2024 A.D.
IN OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA.

_____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

COUNTY OF HARDEE S.S.
I, THE SURVEYOR WHO MADE THIS PLAN, DO HEREBY CERTIFY THAT THE SAME IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR BY THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF MAPS.

WITNESS MY HAND AND SEAL THIS 5 TH DAY OF DECEMBER, 2024 A.D.

WILLIAM R. WATERS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #LS 6795

4142 CREWSVILLE ROAD
ZOLFO SPRINGS, FL 33890
863-781-2092

APPROVAL

_____
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

_____
COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

CERTIFICATION OF STATUTORY DEDICATION
FLORIDA STATUTES SECTION 95.361

Allen Road

THE UNDERSIGNED CHAIR AND CLERK OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, as provided by subsection 95.361(3), Florida Statutes (2019), certify that Allen Road, a county-maintained road and right-of-way, is vested in Hardee County, Florida, by operation of subsection 95.361(2), Florida Statutes (2019) and in support thereof further certify that:

1. The road and right-of-way, known as Allen Road, described and depicted in the S*ketch and Description Allen Road Right-of-Way* attached hereto and incorporated herein by reference, has been maintained and repaired by Hardee County, Florida, for a period in excess of seven (7) years.

2. The real property consisting of the road and right-of-way, as described and depicted in right-of-way map and survey attached hereto and incorporated herein by reference, is vested in Hardee County, Florida, by statutory dedication as provided by subsection 95.361(2), Florida Statutes (2019);

3. A copy of this certification and the right-of-way map and survey incorporated herein shall be filed for recording with the Clerk of the Circuit Court in and for Hardee County, Florida.

THIS CERTIFICATION was approved by the Hardee County Board of County Commissioners at its regular meeting held the _____ day of _____, 2025.

_____
Russell Melendy, Chair
Board of County Commissioners

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

2 x nec--CAMERA-READY AD
Advertise: 03:04c--The Herald-Advocate
Bill and Send Statement to:
Hardee County Public Works Division
205 Hanchey Road
Wauchula, FL 33873

If any questions
please call
Tara Holton
(863) 773-3272

PLEASE DO NOT PRINT ON CLASSIFIED PAGES

NOTICE OF ACKNOWLEDGEMENT OF ROADWAY MAINTENANCE

Thursday, February 20, 2025 at 8:30 A.M.
by the Board of County Commissioners

Upon confirmation of compliance with Florida Statutes Section 95.361 the Board of County Commissioners will approve the recordation and filing of a maintenance map for Allen Road located within Hardee County.

The public meeting will take place in Commission Chambers, Room 102, Courthouse Annex, 412 West Orange Street, Wauchula, Florida.

Prior to the public meeting, associated documents are available for review by contacting the Hardee County Road & Bridge Department, 205 Hanchey Road, Wauchula, Florida, phone (863) 773-3272.

If you have a disability requiring accommodation, please contact the County Manager's Office at least two (2) working days prior to the public hearing.

_____

Russell Melendy, Chair
Hardee County Board of County Commissioners

Hardee County
FLORIDA

BOCC Meeting

FEBRUARY 20, 2024



Allen Road

STATUTORY DEDICATION OF ALLEN ROAD

Hardee County
FLORIDA

Allen Road Location

- Allen Rd is 950ft from Asphalt to End of County Maintenance
- Made of mainly dirt and shell
- ROW Width: 20 ft
- Located on the Westerly side of the county off of Polk Road
- No utilities needed for approval or objection



Hardee County FLORIDA

Residents Request for Statutory Dedication

- Mr. and Mrs. Doua Thao have kindly requested an extension of Allen Road of 120 ft into their property
- Allen Rd. has been a County maintained road for longer than 7 years
- Purpose: splitting parceled land to sell smaller parcels and build on the Westerly side of the parcel #1
- If approved by the board, Hardee County will maintain a total of 1,070 feet of Allen Rd
- Allen Rd passed all inspections for the extension

Hardee County FLORIDA

Layout Of Parcels

- Parcels #2, #3, & #4 are all accessible from Terrell Road (Shown on next slide)
- These parcels will require a new driveway/culvert permit


KAZEN RD
Parcel #1
Extended 120 Feet
ALLEN RD
POLK RD
METHENY RD
Parcel #4
Parcel #3
Parcel #2
POLK RD
TERRELL RD
TERRELL RD

Approval of the Board

- Upon approval, Hardee County would be responsible for the maintenance of this road and the associated Right-of-Way



Conclusion

Questions?

Hardee County FLORIDA

Hardee County
FLORIDA

COUNTY MANAGER'S OFFICE

Certification for ROW Survey or Sketch

I hereby certify that these drawings and legal description are a correct representation of the dedicated and accepted public that has been maintained by Hardee County for more than seven years prior to this certification and thereby the road described herein has vested in Hardee County. In accordance with the requirements of section 95.361, Florida Statutes.

Hardee County Road and Bridge Department
Rick Taylor, Public Works Director

Filed for record in the office of the clerk of circuit court for the County of Hardee, State of Florida, this _____ day of _____, 2025.

Victoria L. Rogers, Clerk of Courts

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov



Heartland Survey 12/6/2024



Heartland Survey 12/6/2024

AGENDA ITEM NO. 4.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Courthouse Annex Elevator Change Order 1
SUGGESTED ACTION:	

ATTACHMENTS:
Agenda Memo.pdf
FA Extension Requestn.pdf
Change Order #1 EleVator Replacement Project.pdf
REV2 Courthouse Annex Project Schedule.pdf
AGENDA_REQUEST_Change Order #1_Annex 1 Elevator Replacement.pdf

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Christopher Simpron, Assistant County Manager

From: Bobby Keene, Capital Project Manager

Date: February 6th, 2025

Re: **Change Order No.1 – Courthouse Annex Modernization Project.**

Due to a delay in procurement and delivery of required materials for the project the contracted company Nichols Contracting Inc. has officially request a time extension to the Contract for Construction on the Courthouse Annex Modernization Project.

New expected delivery of the elevator material is February 2nd, 2025. The Contractor has asked for an additional 40 days be added to the contract to accommodate for the delayed delivery of materials. This would change the final completion date from March 6th,2025 to April 15th, 2025. There will be no added dollar amount to the project at this time.

County Staff recommends approving Change Order No.1 to add 40 days to the contract with new end date of April 15th, 2025. Granting authority for the Chair or County Manger to sign all documents and furtherance thereof.

Hardee County
401 W Main Street, Wauchula, FL 33873

Permit# 2400880
412 W Orange Street, Wauchula, FL 33873

Re: Nichols Contracting Inc. is requesting an extension for 180 more days. The project was delayed due to labor shortages and material shortages.

Gregory Greseth
South Regional Manager ggreseth@nicholscontracting.com
260 Business Park Way, Suite A, Royal Palm Beach, FL 334111st

CHANGE ORDER

DATE OF ISSUANCE: - 2/06/2025 No. 1

PROJECT: **COURTHOUSE ANNEX ELEVATOR MODERNIZATION PRJECT**
EZIQC CONTRACT No.: FL-R6-E02-111821-NIC

OWNER: **HARDEE COUNTY**
205 HANCHEY ROAD
WAUCHULA, FLORIDA 33873

CONTRACTOR: Nichols Contracting, Inc.

CONTRACT FOR: Hardee County – Courthouse Annex Elevator Modernization

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION:

1. Change Order Item #1: Extend contract date of completion to add 40 days to the contract. Changing the date of completion from March 6, 2025, to April 15, 2025.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $252,889.30	Original Contract Time 210 Days
Previous Change Orders $0.00	Net change from previous Change Orders $0.00
Contract Price prior to this Change Order $252,889.30	Contract Time prior to this Change Order 150 Days
Net increase/decrease of this Change Order $0.00	Net Increase/decrease of this Change Order 40 Days
Contract Price with all approved Change Orders $ 252,889.30	Contract Time with all approved Change Orders 250Days

RECOMMENDED :

By Bobby Keene
BOBBY KEENE, CAPITAL PROJECTS MANAGER

ACCEPTED :

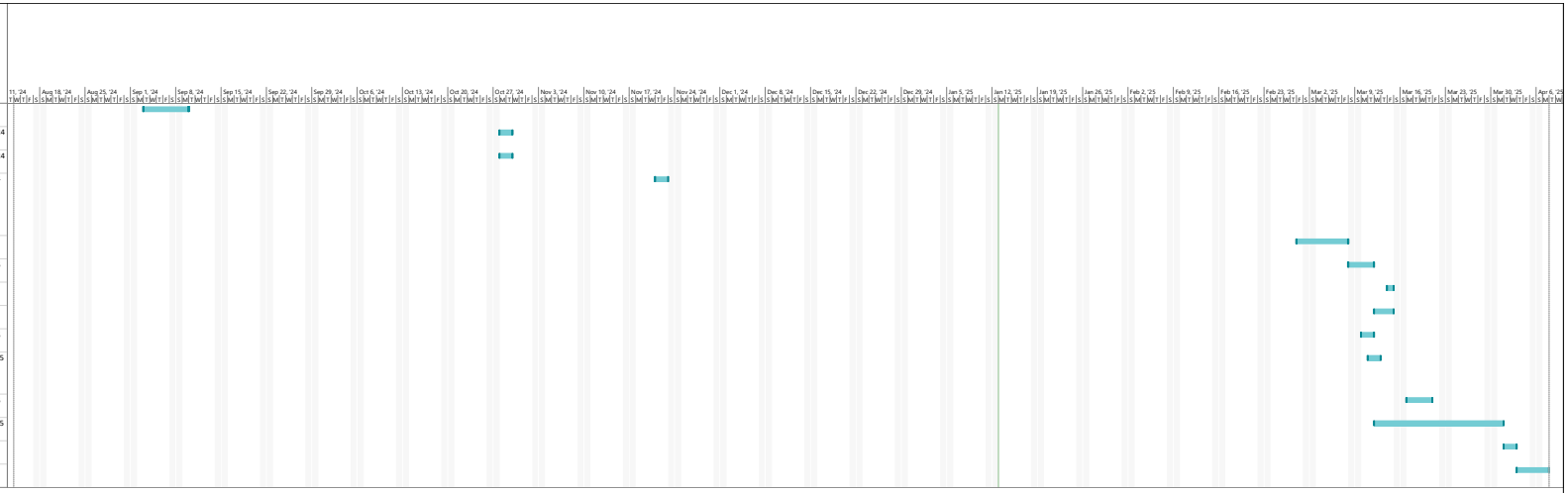
By _____
CONTRACTOR

APPROVED :

By _____
OWNER

END OF SECTION

ID	Task Mode	Task Name	Duration	Start	Finish
1		Submittals	5 days	Tue 9/3/24	Mon 9/9/24
2		AC Electrical Installaton	2 days	Mon 10/28/24	Tue 10/29/24
3		Elevator Machine room Electrical	2 days	Mon 10/28/24	Tue 10/29/24
4		Run new mainline power from electrical room to elevator machine room	2 days	Thu 11/21/24	Fri 11/22/24
5		Elevator material delivery	6 days	Fri 2/28/25	Fri 3/7/25
6		Remove old elevator equpment	3 days	Sat 3/8/25	Tue 3/11/25
7		Elevator pit electrical	1 day	Fri 3/14/25	Fri 3/14/25
8		Install new FA panel	3 days	Wed 3/12/25	Fri 3/14/25
9		Install FA conduit and boxes	2 days	Mon 3/10/25	Tue 3/11/25
10		install new FA devices and program	2 days	Tue 3/11/25	Wed 3/12/25
11		AC Installation and cover vent	4 days	Mon 3/17/25	Thu 3/20/25
12		Install elevator equpment	14 days	Wed 3/12/25	Mon 3/31/25
13		Install cab interior finishes	2 days	Tue 4/1/25	Wed 4/2/25
14		Fnal inspection and close out	3 days	Thu 4/3/25	Mon 4/7/25



Project: Courthouse Annex Proj
Date: Mon 1/13/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

AGENDA REQUEST FORM

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

Department/Agency Hardee County Capital Projects Department

Contact Person Bobby Keene Phone (863) 558-4781

Email bobby.keene@hardeecountyfl.gov Fax (863) 767-1015

I request the following item be placed on the February 6, 2025 agenda under the following category:
(date of meeting)

X Appointment	_____ County Manager, Non-Consent
X Consent	_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Bobby Keene - Capital Projects Manager - Approx. 10 minutes.

Provide reason for agenda item and what the action is requested, if any:
Request to present Change Order #1- Time Extension for the Courthouse Annex Elevator Modernization Project. Extending completion date from March 6, 2025 until April 15, 2025. Granting authorization for Chair or County Manager to sign all documents and furtherance thereof

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Please return the executed documents to Bobby Keene, Capital Projects Manger and Laura Calvillo, Project Manger.

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

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

AGENDA ITEM NO. 4.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Item
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Hardee County Jail Generator Purchase
SUGGESTED ACTION:	

ATTACHMENTS:
Agenda Memo.pdf
AGENDA_REQUEST_.pdf
Quote for 160 Kw Generator that is available.pdf

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Christopher Simpron, Assistant County Manager
Doug Baber, Assistant County Manger

From: Bobby Keene, Capital Project Manager

Date: February 6th, 2025

Re: Purchase of Mobile 160KW Generator for emergency power back up to 911 Critical Infrastructure Facility

County Staff has previously identified the requirements for upgrades to the Hardee County Sheriff Departments Emergency Power System. Working through Hazard Mitigation Grant Program the county was awarded funding to perform these upgrades. The project is underway and has been lengthy, mainly due to the grant awarding process and the manufacturing time for the system size required of the facility. As of the latest schedule update from the contracted company the new system will not be up and running until late 3rd quarter of 2025.

As this project moves forward the current system continues to degrade to a point now where it is a struggle to maintain full operation and requires attention weekly to ensure its functionality. Failure to have a working emergency power system creates a significant public safety concern. In addition to operating the jail and jeopardizing inmate safety, the 911 communications system is also operated off the same electrical system.

County Staff has been vigorously in search of a resolution. This task has been a struggle as multiple vendors have limited to no supply. The specific requirements of generator sizing and the time constraints of project completion dates has compounded the issue. We have identified through one of these venders who has a mobile generator that can be used to meet the load requirements, be delivered, and put into operation immediately. Ensuring functionality until project completion.

County Staff recommends moving forward with procurement of the 160 KW mobile generator authorizing the County Manger to expend funds within the current FY25 budget. Resolving the public safety concern and procuring an asset to be used for future emergency power requirements within the county.

AGENDA REQUEST FORM

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

Department/Agency Hardee County Capital Projects Department

Contact Person Bobby Keene Phone (863) 558-4781

Email bobby.keene@hardeecountyfl.gov Fax (863) 767-1015

I request the following item be placed on the February 6, 2025 agenda under the following category:
(date of meeting)

X Appointment	_____ County Manager, Non-Consent
X Consent	_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Bobby Keene - Capital Projects Manager - Approx. 10 minutes.

Provide reason for agenda item and what the action is requested, if any:
Request to present procurement of 160 Kw Mobile Generator for emergency power back up to 911 Critical Infrastructure Facility
Authorizing the County Manger to expend funds withing the FY25 Budget.

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Please return the executed documents to Bobby Keene, Capital Projects Manger and Laura Calvillo, Project Manger.

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

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

Quote No.: AO121624

Date:12/16/24

Ring Power CAT

Power Systems Division

ST AUGUSTINE
500 World Commerce Parkway
St. Augustine, FL 32092
904-737-7730

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

POMPANO BEACH
2160 Blount Road
Pompano Beach, FL 33069
954-971-9440

Tampa
10421 Fern Hill Drive
Riverview, FL 33578
813-671-3700

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

Purchase Agreement

Alan Obal
727-639-0599 - Cell

Customer: Attn. Misti Flowers
Hardee County
205 Hanchey Road
Wauchula, FL, 33873
863-355-0930

DESCRIPTION OF MATERIAL

(1) WANCO Silent Power Portable Diesel Generator Set

Rated 220 KVA, 176 KW, 3 phase, standby
CAT / Perkins diesel engine
EPA Tier 3 SRE
Voltage selector switch
Single phase or 3 phase capability
Sound attenuated weatherproof enclosure
Trailer mounted
On-board fuel tank
See attached specs for additional information

Serial Number: RPW531817
Current hours121

9 Pigtail
9 Camlocks

Purchase Price	$ 119,000.00
Rental Purchase Option	$ 4,950.00 / Month
Env Fee	$ 99.00 / Month

Rental Purchase Option:

The above generator is available on our Rental Purchase Option (RPO) Program which allows Hardee County to apply a portion of the rental payment to the purchase price of the generator at **0% interest**. The purchase price listed above does not include taxes, or tag & title fees. Any repairs during the rental period will be added to the final payoff. See attached RPO addendum for additional details.

Conversion Month	Percentage of rental applied to start price
0 – 12 months	80%
13 – 18 months	60%
19 - 36 months	40%

Alan

Notes:
Sales tax is not included
Monthly rentals are invoiced on a (4) week / (28) day billing cycle
Weekly rate is 1/3 of the monthly rate, daily rate is 1/3 of the weekly rate
Fuel is not included (generator to arrive with approx ¾ tank)
Rental rate includes 176 hours of usage per month, $19/hour overtime charge
Any repair or service charges during the rental period will be added to the final payoff
Customer must provide a property coverage insurance certificate. If a certificate is not provided there will be an additional charge of $693.00 per month for our Fire, Theft, Vandalism Waiver.

Customer Responsibilities:
Installation and removal
Any required permits or approvals
PM Servicing the generator according to manufacturer guidelines
Prior to return, refueling the generator to the amount at which it arrived

Quotation accepted by: _____

Date: _____

Terms:

- This offer to sell is made subject to buyer's acceptance of equipment within (5) days from this date, noted above.
- Subject to credit approval.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a subcontractor. **Our terms are NET 10** with approved credit for sales within the continental United States. All others subject to payment in advance of shipment.
- No sales tax is included in the prices above.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full accordance with the terms and conditions of this agreement and is in accord with the credit application applicable to this transaction.
- All equipment quoted is subject to prior sale.
- Time is not of the essence. Any delivery dates referenced in this Quote or documents attached hereto are merely estimates, subject to change due to circumstances that are outside of Ring Power's control.
- Unless otherwise noted, a 25% restocking fee will be assessed for all canceled orders or returned materials.
- To the extent that a dispute arises out of or is related to this transaction, that dispute shall be governed by Florida law, and the venue for any litigation shall be in the federal or state courts in and for Duval County, Florida.
- Any and all warranties other than those stated in this Quote are expressly disclaimed. **THIS INCLUDES ANY WARRANTIES IMPLIED BY LAW, SUCH AS THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**
- Any terms in buyer's Purchase Order or other documents related to this transaction are expressly rejected by seller to the extent those terms conflict with any of those set forth in this Quote.

WSP220-R WANCO SILENT POWER DIESEL GENERATOR

ENGINE



- Perkins 1106D-E70TTAG4 diesel engine
  - Prime - 200kVA / 160kW @1800 RPM
  - Standby – 220kVA / 176kW @ 1800 RPM
  - 4 Stroke Direct Injection 7.0 L Turbo
  - EPA Tier 3 SRE
- 10 gauge steel double wall fuel tank
  - 306 gal. (1158 L) capacity
  - 24.0 hr. run time - 100% load
  - 29.90 hr. run time - 75% load
  - 43.60 hr. run time - 50% load
  - 81.20 hr. run time - 25% load
  - Fuel tank built into skid of generator set
  - 120% Containment Basin
  - Fork lift Pockets
  - Compatible JP5,7,8, NATO F34, 63 and Jet A, A1 with appropriate fuel additive
- Oversized Cooling system
- Radiator and oil drains plumbed to exterior
- Vibration dampers isolate engine/generator from frame
- Perkins Factory dual stage air filter
- Air cleaner restriction indicator
- 60 Hz engine/generator - 50 hertz configuration available
- Mechanical isochronous governing
- Standard Block Heater Level 1 Cold Weather package for "Hot Start"

GENERATOR

- Upgraded ECO38-2SN/4 Mecc Alte "Maux PMG" 176kW at 105/40 temp rise
  - 300% motor starting capability
  - Brushless
  - 4 pole
  - Class H insulation
- Automatic Voltage Regulation +/- 0.5% with upgraded DER1 voltage regulator
  - Automatic coarse voltage adjustment
  - Integrated fine voltage adjustment

SYSTEM OUTPUTS

- 4 position selector switch with lock out
  - Single phase - 240/120 Volt Zig Zag — 240/120 Volt, - 333 amps (PF =1)
  - Three phase - 480/277 Volt High Wye — 480/277 Volt, - 265 amps standby
  - Three phase - 208/120 Volt Low Wye — 208/120 Volt, - 611 amps standby

SYSTEM CONTROLS

- Deep Sea controller with heated display

- Backlit LCD display is heated for cold weather application
- -40°F to 185°F (-40°C to 85°C) operating temperature range
- Remote communication (RS232 & RS485)
- Can and Magnetic pick-up sensing
- Load switching, Load shedding & dummy load outputs
- Customizable status screen and Multiple date & Time scheduler
- Remote display support up to 3 units
- Main utility sensing
- Configurable Event log
- PLC Functionality

➢ Push buttons for easy operation
- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- Alarm Mute
- Operator Screens
  - Home
  - Engine
  - Generator
  - Configurable display languages
- Scrolling Arrows for Diagnostic information
  - Engine diagnostic display
  - Oil pressure
  - Engine temperature
  - Fuel level
  - Battery
  - After treatment inlet/outlet temperature
  - Ash/Soot levels
- Generator diagnostic display
  - System kW output display
  - Line output & frequency display
  - True dual mutual standby with load balancing timer

➢ Alarms
  - Warning
  - Shutdown
  - Electrical trip
  - Engine
- Alarm List - warnings/shutdowns; 250 event history log - date/time stamp
  - Charge Alternator failure alarm

SYSTEM CONTROLS (cont'd)

- kW and kVA overload protection
- Unbalanced load protection
- Fuel level: warning - 10%

- Over speed protection: shutdown - 115%
- Battery voltage: over - 16VDC; under – 9VDC
- Generator over voltage:

	480 mode	208 mode	240 mode
over V warn	108.0%	120.2%	108.3%
over V trip	110.0%	125.0%	110.0%

- Generator under voltage:

	480 mode	208 mode	240 mode
under V warn	77.0%	89.0%	89.1%
under V trip	75.0%	86.0%	86.0%

- Generator over frequency: warning - 105%; electrical trip - 115%
- Generator under frequency: warning - 95%; electrical trip - 85%
- 9 Inputs/ 8 outputs

- Multiple date & time scheduler
- Status
- Configuration of controller, firmware and connections
  - DSE configuration Suite PC software
  - Remote Monitoring Capabilities
  - MODBus, USB, Ethernet connections

ELECTRICAL CONTROLS

- Lockable control box door with diagnostics window
- Lockable lug box and Cam-Lock distribution panels
  - Trips main breaker when door is opened
- Output ground connection lug inside above cam locks
- ABB Main breaker with shunt trip
  - T6N 800 UL/CSA TMA 800-8000 3P FF
- Convenience receptacles with individual breakers operable in all modes
  - (2) 120V 20 Amp GFCI duplex outlets - (Nema 5-20R type)
  - (3) 125/250V 50 Amp, 3 pole, 4 wire twist lock (Non-Nema 6369)
- Single-Turn Voltage adjustment Rheostat
- 2 Deep cycle rated 950CCA Group 31 Sealed Lead Acid battery
- Lockable Battery Disconnect switch
- Panel lighting for breakers, lugs and selector switch
- Remote Start Capable
- Battery Charger and Shore Power plug
- 12VDC Fuel Pump Assures Rapid Starts

ENCLOSURE

- Heavy duty rental grade sound attenuated steel enclosure 12 gauge
  - UV & fade resistance, high temperature cured, white polyester powder coat paint

- Insulated closed cell and baffled
- 72 db(A) @ 23 ft. (7 m) - prime power

- Fully lockable enclosure including doors and fuel fill
- Stainless Steel Hardware
- Emergency stop switch located on outside of enclosure
- Central lifting point
- Operating/safety decals
- Document holder with operating manual including AC/DC wiring diagrams
- Drip edge rain guard over doors
- Weather protection covers over convenience receptacles and circuit breakers
- Stainless steel ball valve in containment drain.
- Mechanical fuel gauge near fuel fill port.

TRAILER

- DOT approved tail, side, brake, and directional lights – LED
- DOT approved conspicuity tape for enhanced visibility
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- 3" (76.2mm) pintle hitch
- Dual 6000 lb. (2727 kg) axles
- 10,000 lb. (4545kg) tongue ag-jack with footplate
- ST225/75R15 Load Rating E tubeless wheels
- Standard 4 pin trailer connector
- License Plate bracket
- Electric brakes with brake away kit

WEIGHTS & DIMENSIONS

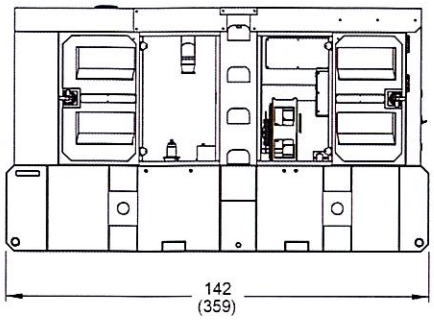
- Skid mounted
  - Dry weight: 7524 lbs. (3420 kg)
  - Operating weight: 9670 lbs. (4395 kg)
  - 141.3 x 47.24 x 81.67 (3.590 x 1.20 x 2.074 m)
- Trailer mounted
  - Dry weight: 9075 lbs. (4125 kg)
  - Operating weight: 11220 lbs. (5100 kg)
  - 208 x 81 x 87.75 in. (5.283 x 2.057 x 2.228 m)

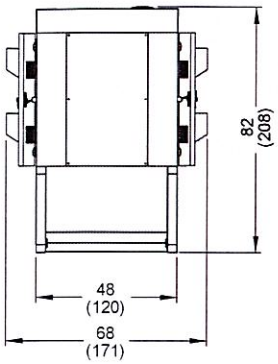
WARRANTY

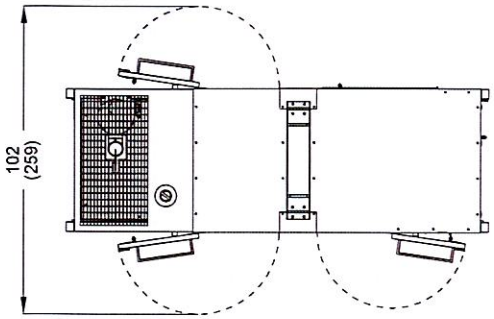
- 2 years/2,000 hours
  - Engines and alternators used in Wanco mobile generators carry a separate manufacturers (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. All warranty claims for defects in material and/or workmanship on Wanco product OEM components should be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Wanco shall have no liability under OEM warranties

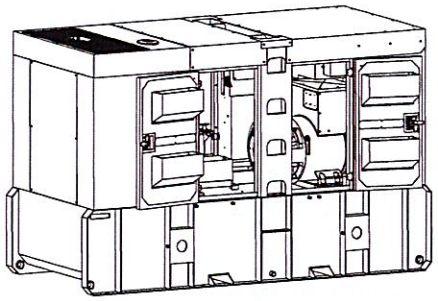
LINE DRAWINGS

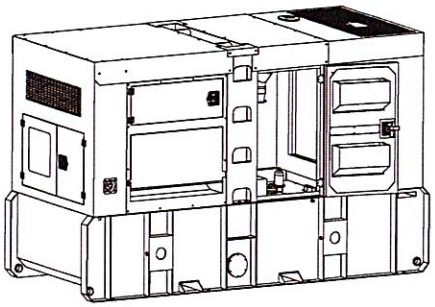
Dimensions in inches (cm)











AGENDA ITEM NO. 4.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Update on Sale of Resthaven
SUGGESTED ACTION:	

AGENDA ITEM NO. 4.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Todd Miller, Community Development Director -** GNA Acres Subdivision
SUGGESTED ACTION:	

ATTACHMENTS:
BOCC Agenda Packet- GNA Acres SD.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 02/20/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Minor Subdivision - GNA Acres Subdivision

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman to sign Certificate of Compliance.
Return to Community Development Department for recording.

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

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

Hardee County
FLORIDA

STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

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

Request:	Request for a Minor Subdivision to subdivide three (3) new 1.18 +/- acre parcels out of an existing 4.7 +/- acre parcel zoned F-R (Farm Residential) in the Residential Low Future Land Use Category.
Property Owner/Applicant:	Farr Groves, LLC **co: Nicole & Chad Anderson** 2238 N 26th st, Wauchula, FL 33873
Location:	Johns Rd, Hardee County Located on the east side of Johns Rd, South of Altman Rd and West of S. Florida Ave.
Parcel Identification:	16-34-25-0000-01910-0000
Site Size:	**4.7** +/-acres
Existing Zoning/Land Use:	**F-R** zoning/**Res-Low** FLU
Surrounding Zoning/Land Use:	Adjacent properties: **North:** F-R/Residential Low **South:** P-1/Residential Low **East:** F-R/Residential Low **West:** A-1 zoning/Agriculture FL

STAFF ANALYSIS

Staff has reviewed the application for a Minor Subdivision against the criteria for approval of a Minor Subdivision listed in Section 9.11.05.01, as indicated below.

9.11.05.01 Approval of Minor Subdivisions

A minor subdivision of land may be approved by the Board of County Commissioners without the requirement to plat pursuant to these regulations where all of the following conditions are satisfied:

(1) The property is located within one of the following zoning districts:

a. FR-1
b. FR-2
c. FR-2.5; or
d. A-1

Staff Response: The parcel is located in the F-R zoning district.

(2) The subject property has not previously been processed through this minor subdivision procedure;

Staff Responses: Parent parcel has been through the subdivision process prior to the proposal. However, subsection 9.11.03 states that land that is subdivided into lots, parcels sites, or tracts, each of which is 20 acres or greater in size, shall be exempt from subdivision regulations. Therefore, the subject parcel is eligible for subdividing as long as it meets the requirements for access and minimum lot frontage.

(3) If located in the FR-1, FR-2, or FR-2.5 zoning districts,the approval does not result in the creation of more than five lots/parcels—defined as four new lots or parcels and a remaining lot/parcel.

Staff Response: Th proposal will only create three (3) new lots/parcels.

(4) If located in the A-1 zoning district, the approval does not result in the creation of more than ten lots/parcels-defines as nine new lots or parcels and a remaining lot/parcel.

Staff Response: N/A

(5) The approval does not create a lot/parcel, or lots/parcels, that do not meet applicable zoning district standards for width, depth, and area.

Staff Response:

	Required	Property
LOT/PARCEL SIZE	1 +/- acres	1.18 +/- acres (Lots 1-4)
SETBACKS	*Front: 30 ft* *Rear: 25 ft* *Sides: 10 ft*	***TBD***
HEIGHT	*35 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	100 ft	116.73 ft (Lots 1-3) 117.06 ft (Lot 4)

(6) Each lot/parcel has the minimum required frontage as set forth in the zoning district in which the lot/parcel lies on a maintained public road as adopted for maintenance by the Board of County Commissioners, and as identified by the County Road and Bridge Department, and no new streets, either public or private, are needed to serve either property. Minimum frontage shall be owned in fee-simple.

Staff Response: Access to all of the tracts (1-4) will be provided via Johns Rd, each with over 100 ft of road frontage.

(7) No extension of a public water or sewer system is needed.

Staff Response: Potable water will be provided via private well; and wastewater will be provided via a Florida Health Department approved septic system.

(8) The creation of a parcel wholly within the 100-year flood zone is prohibited.

Staff Response: Best available information shows no flood area on the parcel.

(9) No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

Staff Response: No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

(10) Such action, either individually or cumulatively, will not result in significant increases in service requirements, interfere with maintenance of existing levels of service, or create specific service deficiencies, such as drainage, roadway maintenance, or other deficiencies.

Staff Response: The proposal will not interfere (individually or cumulatively) with existing levels of service nor create service deficiencies for:

- *The ITE Trip Generation Manual, 11th Edition, identifies an average daily trip generation rate of 9.43 for single family detached housing. Therefore, the development of four (4) additional residential lots will result in an average daily trip generation of 37.72 +/- ADT on Johns Rd, which is a Local Road, operating at LOS A.*
- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: SWFWMD permits and enforces all stormwater drainage requirements.*

(11) If a drainage facility is needed an easement if favor of the party responsible for maintenance must be recorded in the public records of Hardee County prior to the transfer of ownership of the lots/parcels created through minor subdivision. A maintenance agreement imposing responsibility for maintenance of drainage facility shall be required.

Staff Response: N/A

(12) If the property is located on an access management roadway corridor, the site development plan must demonstrate compliance with the applicable access management standards.

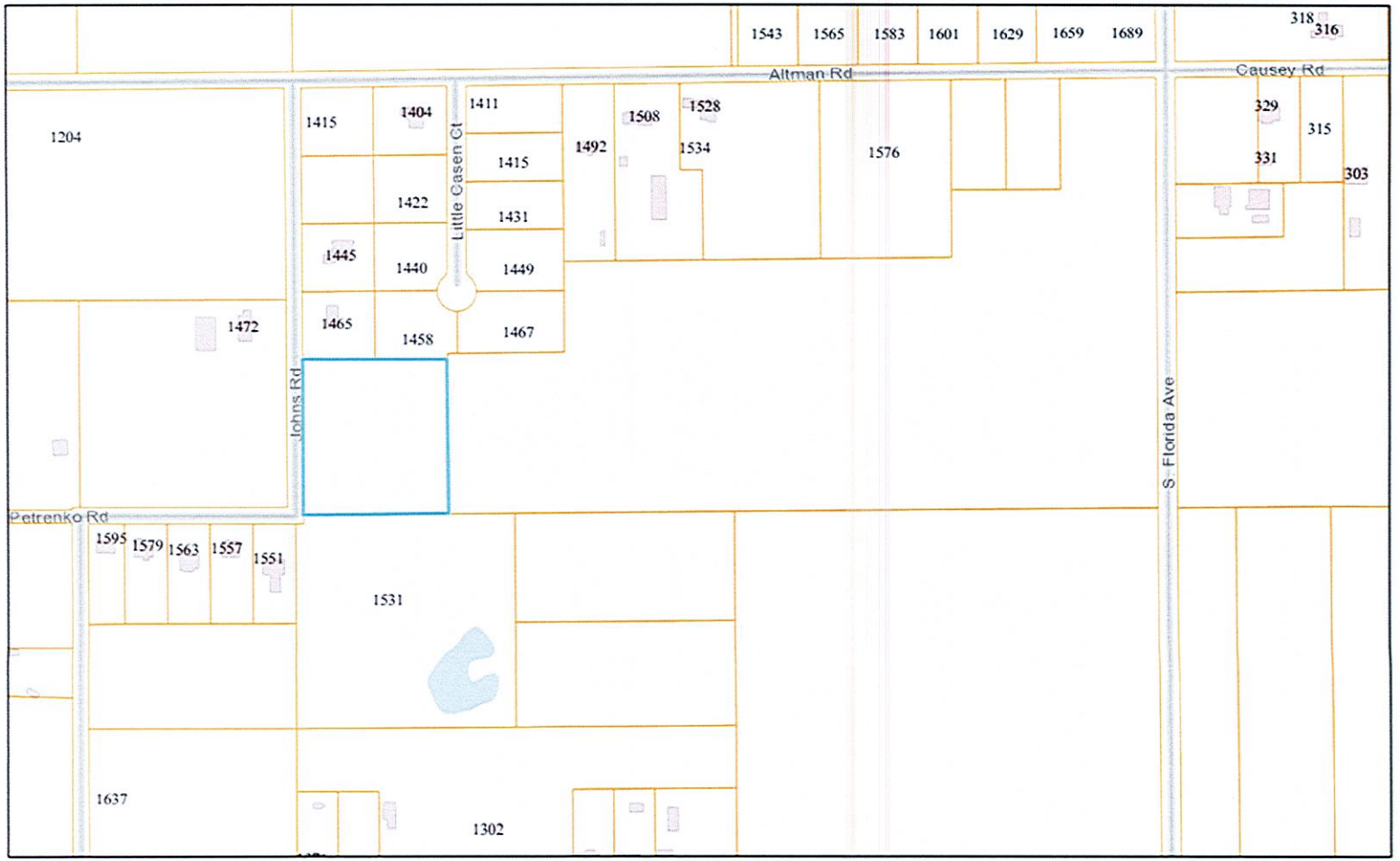
Staff Response: The property is not located on an access management corridor. Access drives to a county-maintained right-of-way require a driveway permit at the time of development.

CONCLUSION

Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

Therefore, the Community Development staff **RECOMMENDS APPROVAL** of the subject Minor Subdivision application to the Board of County Commissioners.

GNA Acres Subdivision - Location Map



1/28/2025, 4:31:13 PM

Address Point

Owner Parcels

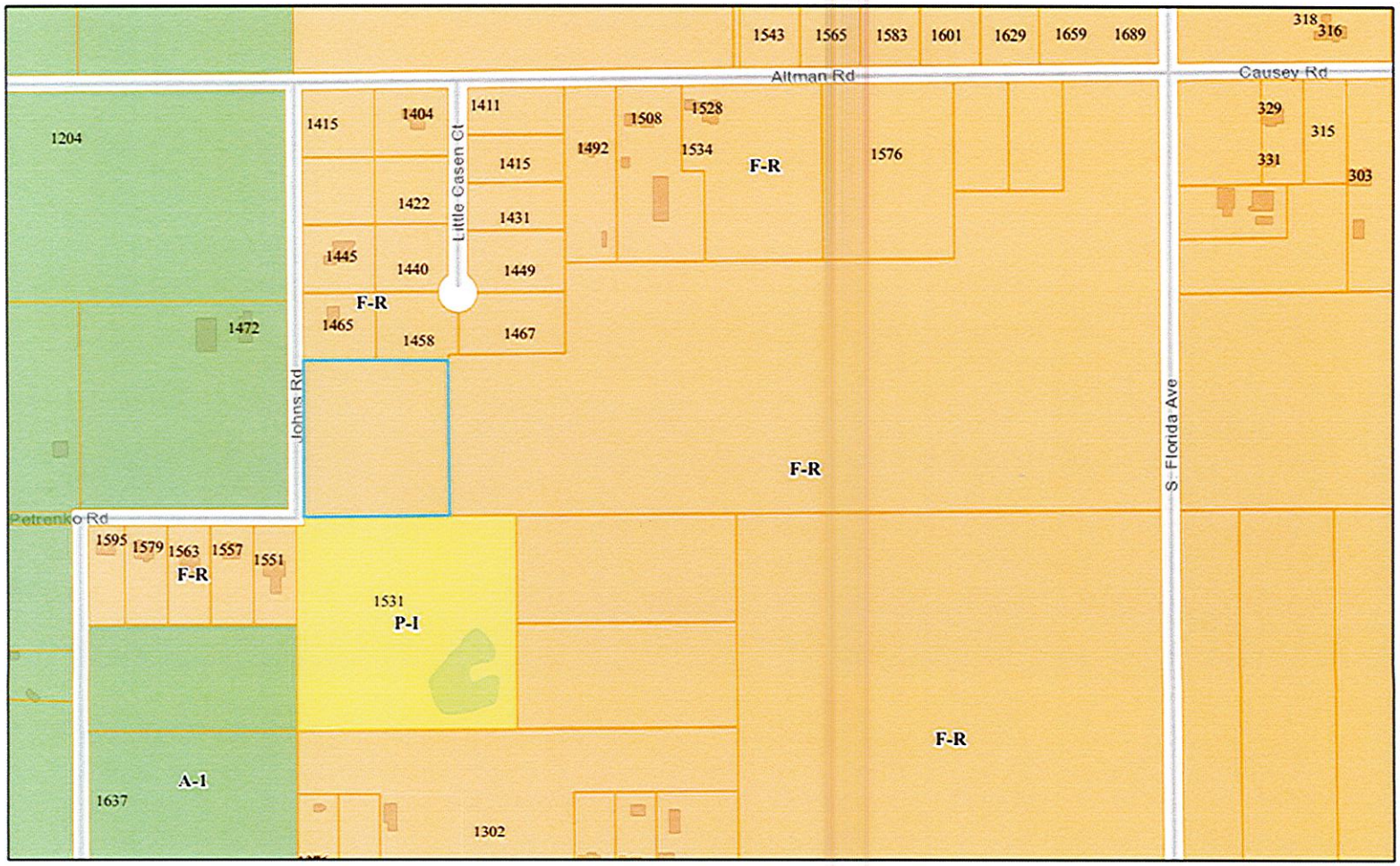
1:5,712

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois

GNA Acres Subdivision - Zoning Map



1/28/2025, 4:32:48 PM

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0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois

Address Point

Owner Parcels

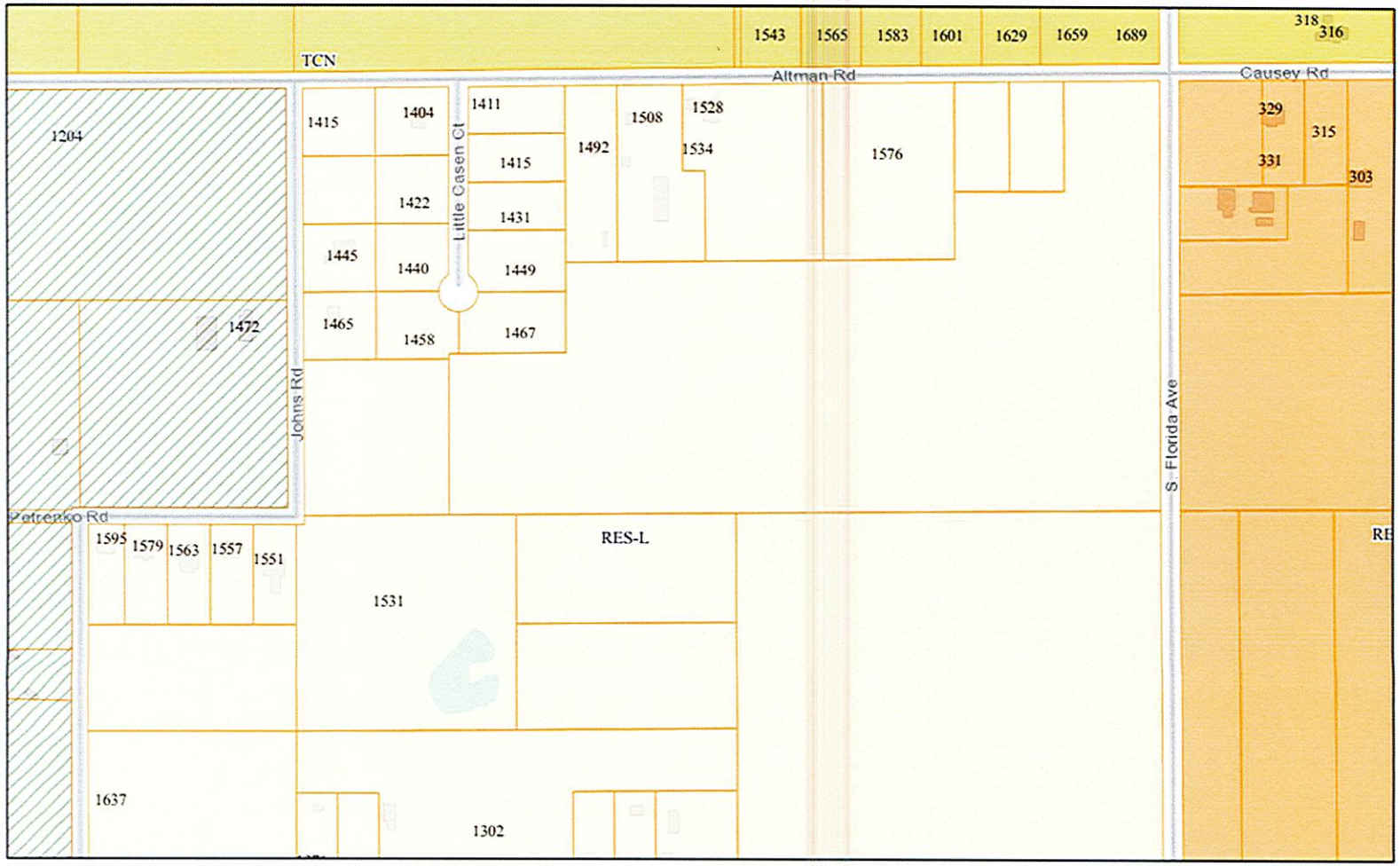
Zoning

A-1 - (Agriculture)

F-R - (Farm Residential)

P-I - (Public Institutional)

GNA Acres Subdivision - FLU Map



1/28/2025, 4:33:58 PM

Address Point

Owner Parcels

Future Land Use

AGRICULTURE

RESIDENTIAL LOW

RESIDENTIAL HIGH

TOWN CENTER

1:5,712

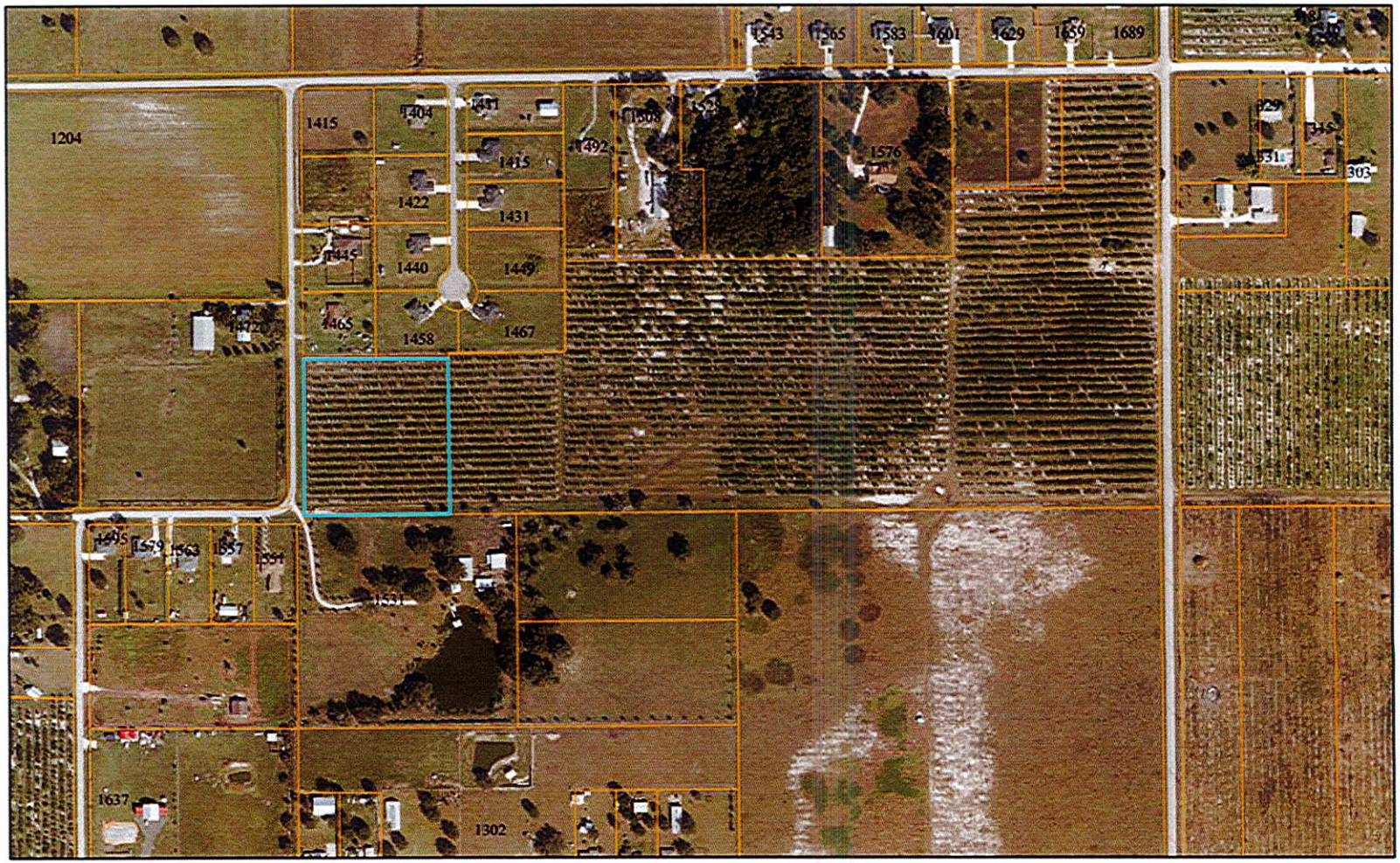
0 0.04 0.09 0.17 mi

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Esri., Inc., City of Naperville, Illinois

Hardee County GIS

GNA Acres Subdivision - Aerial Map



1/28/2025, 4:35:17 PM

Address Point

Owner Parcels

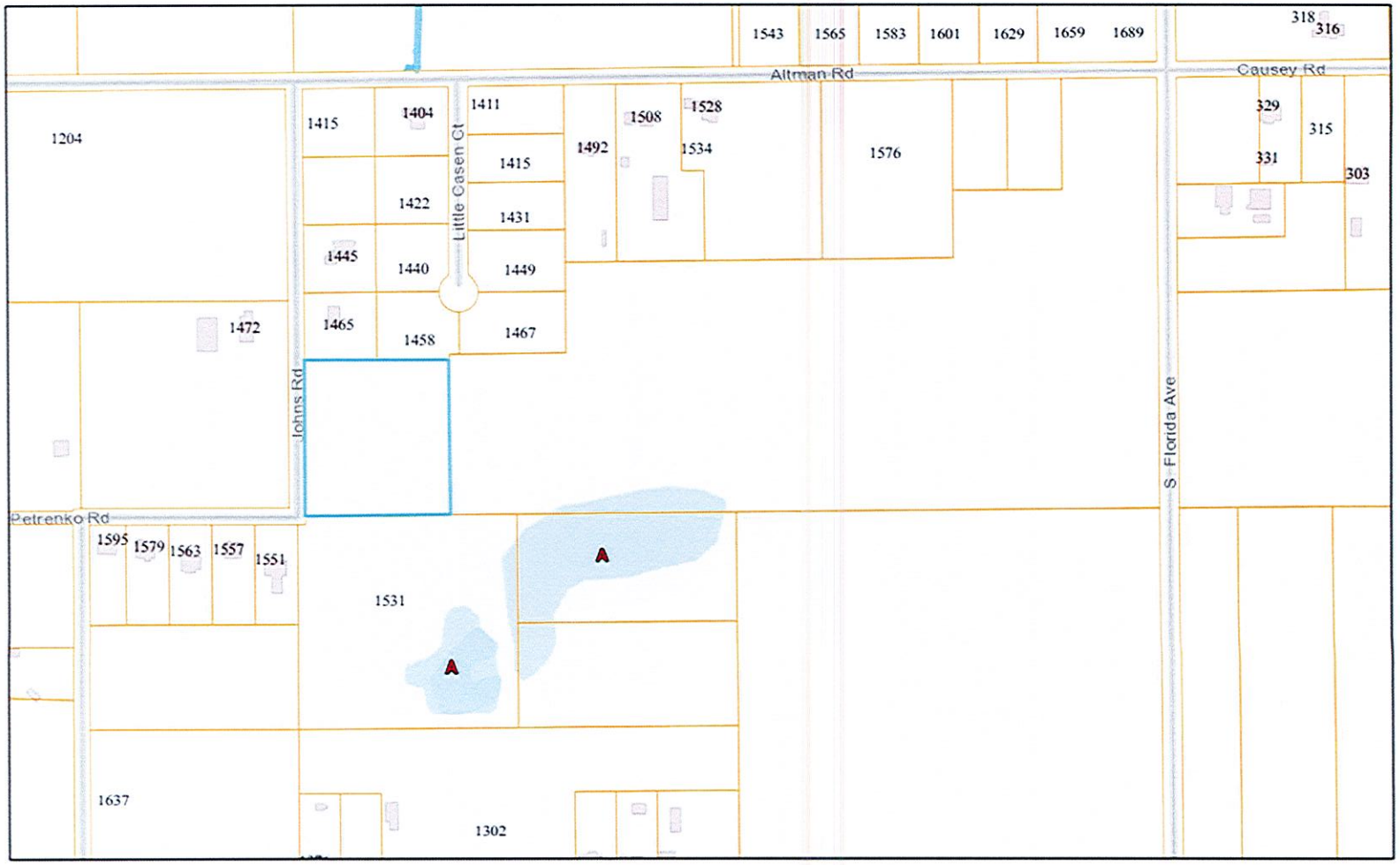
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State of Florida, Maxar

GNA Acres Subdivision - Flood Hazard Map



1/28/2025, 4:36:14 PM

Address Point

Owner Parcels

FEMA Flood Zone AE,

A,

1:5,712

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri, Inc., City of Naperville, Illinois

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Farr Groves, LLC
2238 N 26th St.
Wauchula, FL 33873

NAME OF SUBDIVIDING ***GNA Acres Subdivision***

DATE OF HEARING February 20, 2025,

YOU ARE HEREBY NOTIFIED AND THE UNDERSIGNED HEREBY CERTIFIES that based on and after due consideration of your application to subdivide property and upon public hearing by the Board of County Commissioners your request to subdivide parcel no. 16 34 25 0000 01910 0000 being 4.7 +/-acres in size to be eligible for development is hereby approved in accordance with the Hardee County Unified Land Development Code under the minor subdivision process.

The minor subdivision entitled ***GNA Acres subdivision*** being prepared by Kyle D. Stivender, Professional Surveyor and Mapper # 7380 is dated January 14, 2025. All lands are situated in the F-R (Farm Residential) Zoning District and the Residential Low Future Land Use Category.

Parcel I.D. No. 16 34 25 0000 01910 0000

LEGAL DESCRIPTION Lot 1—1.18 +/- acres See attached.

LEGAL DESCRIPTION Lot 2—1.18 +/- acres See attached.

LEGAL DESCRIPTION Lot 3—1.8 +/- acres See attached.

LEGAL DESCRIPTION Lot 4—1.8 +/- acres See attached.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION—GNA Acres subdivision—01-2025

Legal Description:

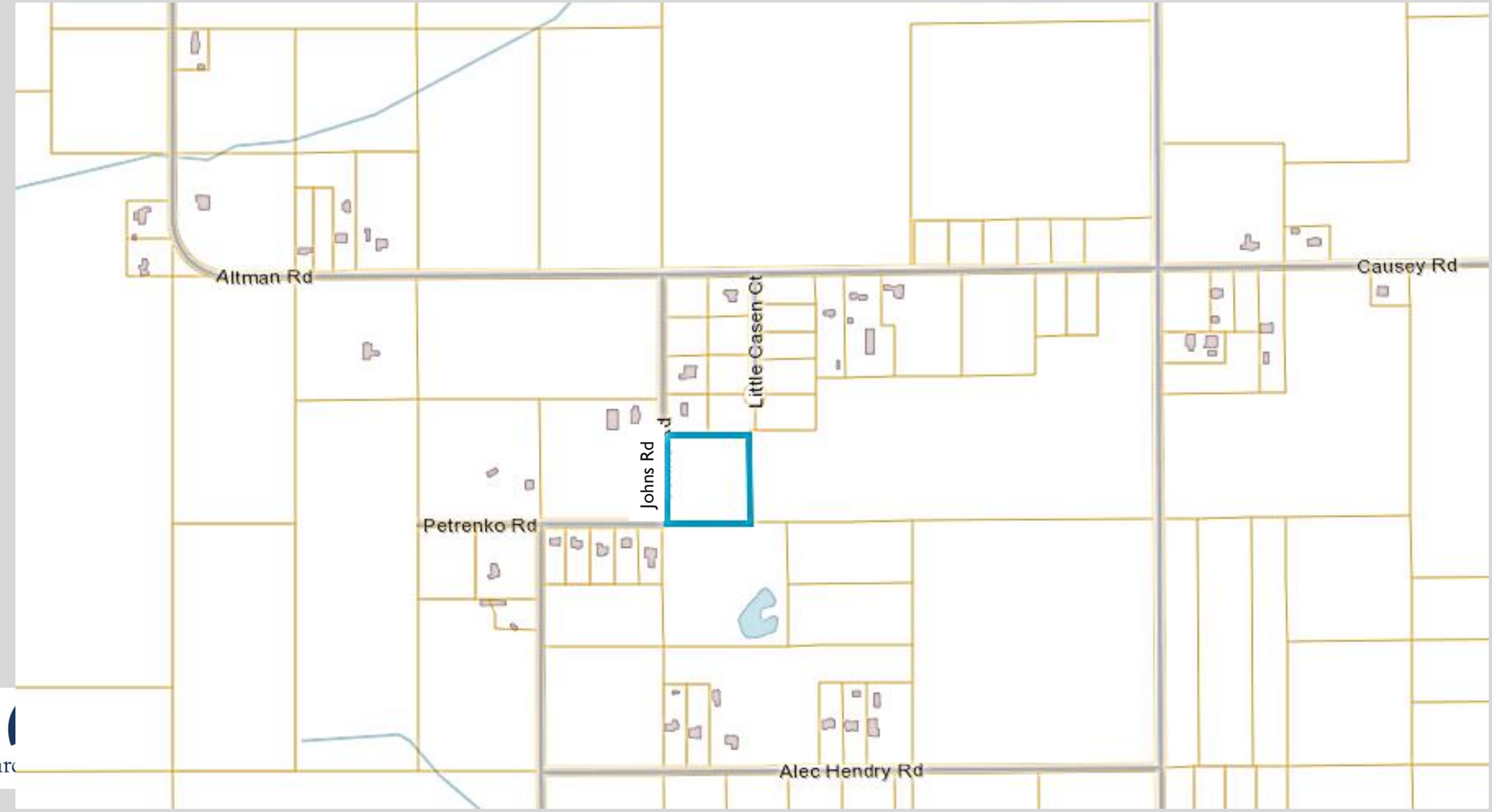
A TRACT OF LAND LYING IN SETION 16, TOWNSHIP 34 SOUTH, RANGE 25 EAST, OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 (QUARTER) OF SAID SECTION 16; THENCE S 00°04'27" W ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 836.01 FEET; THENCE N 89°30'27" E, A DISTANCE OF 25.00 FEET TO A POINT INTERSECTING THE EASTERLY RIGHT-OF-WAY LINE OF JOHNS ROAD AND THE SOUTHERLY BOUNDARY OF HILLTOP ACRES WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BAR B-38, PAGE 4 OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N 89°30'27" E, ALONG SAID SOUTHERLY BOUNDARY OF HILLTOP ACRES WEST, A DISTANCE OF 466.59 FEET; THENCE S 89°25'21" W, A DISTANCE OF 441.71 FEET TO A PONT ON SAID EASTERLY RIGHT-OF-WAT LINE; THENCE N 00°04'5+" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 467.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.734 ACRES.

GNA ACRES SUBDIVISION
FARR GROVES, LLC

Hardee County
FLORIDA

LOCATION MAP

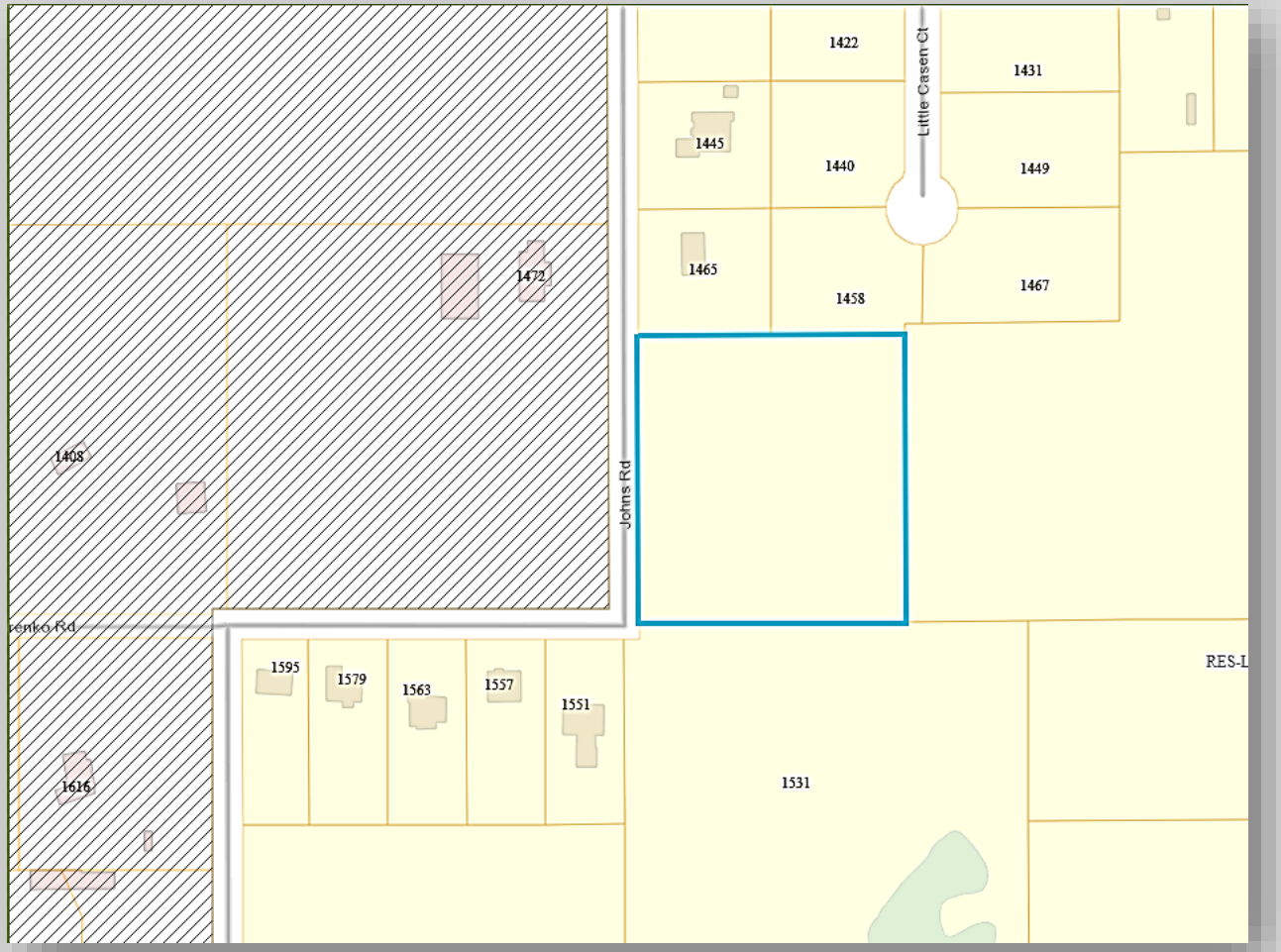


AERIAL MAP


1431
1445
1440
1449
1472
1465
1458
1595
1579
1568
1557
1551
1531



APPLICATION



Farr Groves, LLC.

c/o: Amanda and Chad Anderson

A request for a Minor S/D to subdivide three (3) new parcels from the parent parcel.

- 4.7 +/- acres in the F-R zoning district, Residential Low Future Land Use Category.

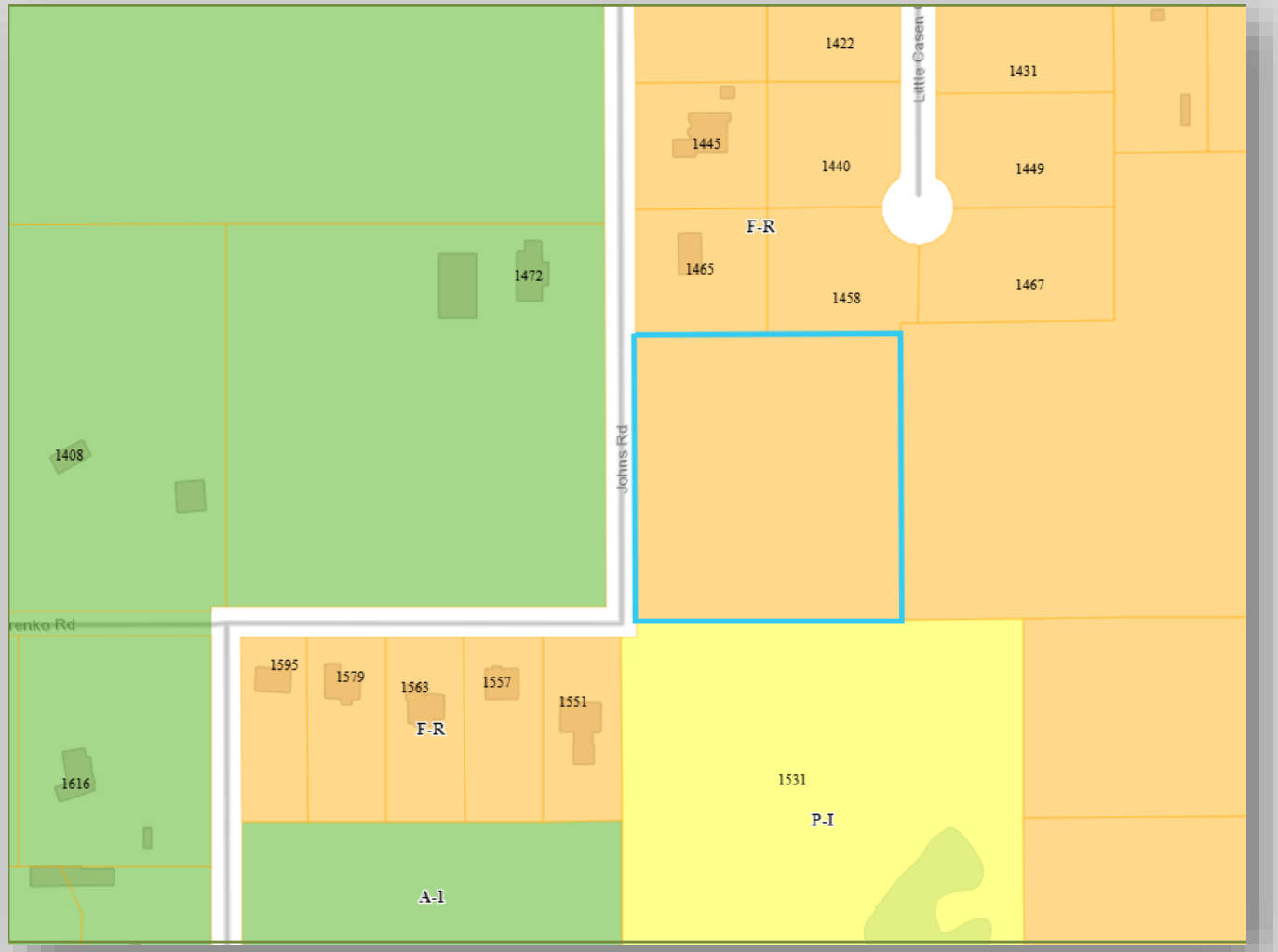
- Located on the E side of Johns Rd,

  S of Altman Rd and W of S. Florida Ave..

Hardee County FLORIDA

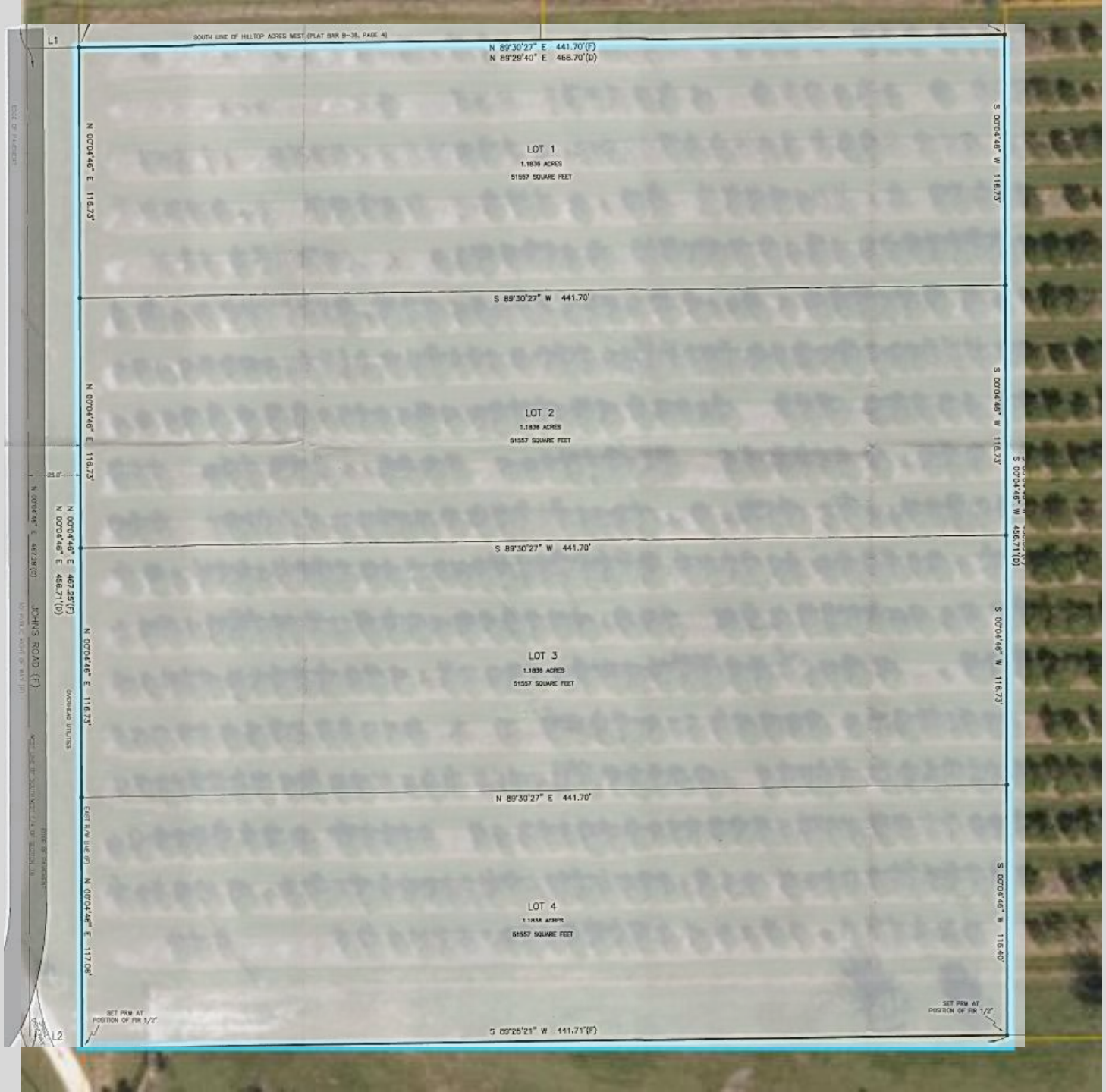
REQUIREMENTS

Required		
	Required	Property
LOT/PARCEL SIZE	1 +/- acre	1.18 +/- acres (Lots 1-4)
SETBACKS	Front: 30 ft Rear: 25 ft Sides: 10 ft	**TBD**
HEIGHT	35 ft	**TBD**
LOT COVERAGE	**N/A**	**N/A**
LOT WIDTH	100 ft	116.73 ft (Lot 1-3) 117.06 ft (Lot 4)



Hardee County
FLORIDA

SUBDIVISION MAP



Hardee County
FLORIDA

CONCLUSION

- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

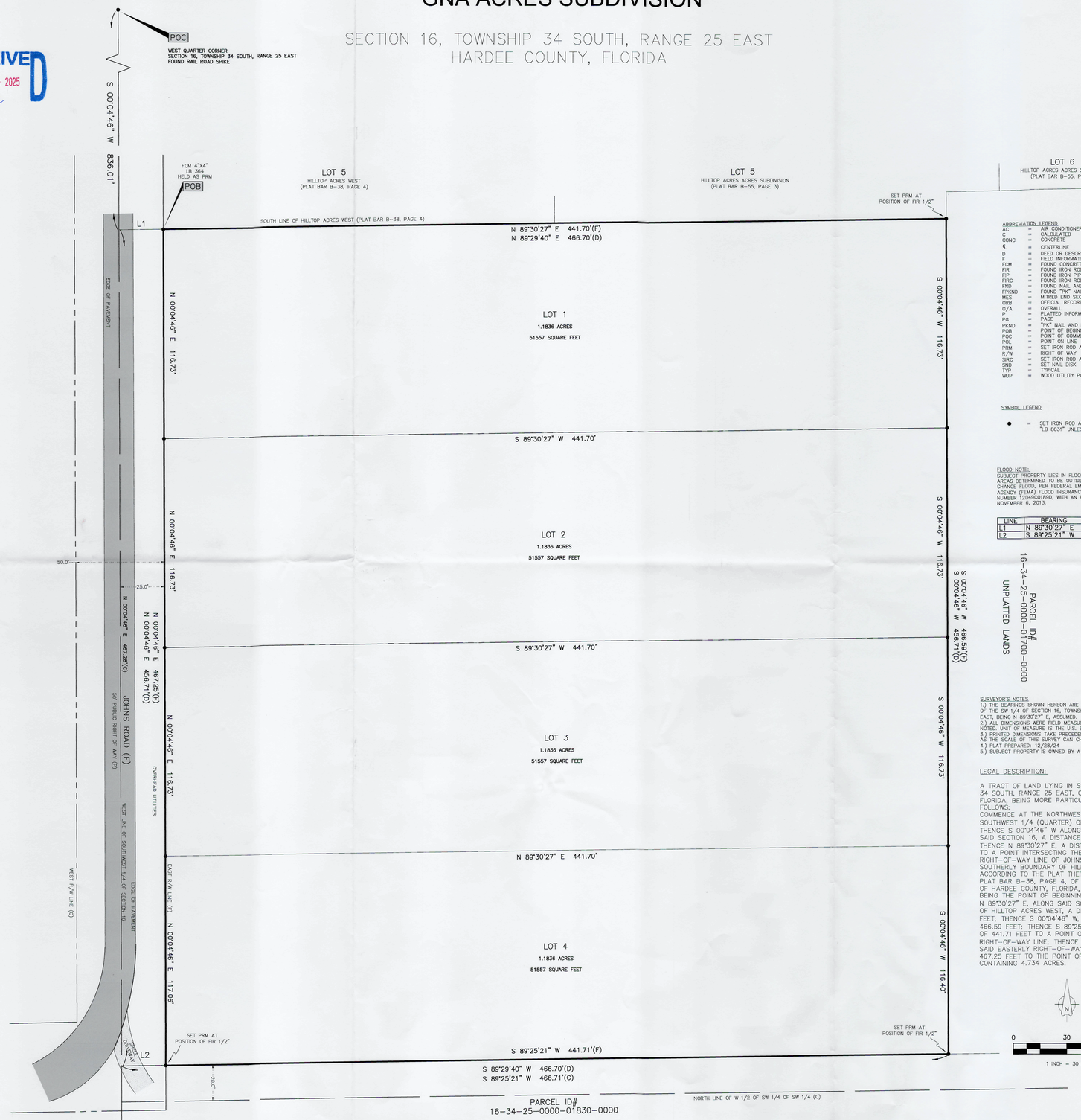
- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

GNA ACRES SUBDIVISION

SECTION 16, TOWNSHIP 34 SOUTH, RANGE 25 EAST
HARDEE COUNTY, FLORIDA

RECEIVED
JAN 14 2025
BY:



ABBREVIATION LEGEND

AC	=	AIR CONDITIONER
C	=	CALCULATED
CONC	=	CONCRETE
℄	=	CENTERLINE
D	=	DEED OR DESCRIPTION
F	=	FIELD INFORMATION OR MEASUREMENT
FCM	=	FOUND CONCRETE MONUMENT
FIR	=	FOUND IRON ROD NO ID
FIP	=	FOUND IRON PIPE
FIRC	=	FOUND IRON ROD AND CAP
FND	=	FOUND NAIL AND DISK
FPKND	=	FOUND "PK" NAIL AND DISK
MES	=	MITRED END SECTION
ORB	=	OFFICIAL RECORDS BOOK
O/A	=	OVERALL
P	=	PLATTED INFORMATION OR DIMENSION
PG	=	PAGE
PKND	=	"PK" NAIL AND DISK
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POL	=	POINT ON LINE
PRM	=	SET IRON ROD AND CAP "LB 8631 PRM"
R/W	=	RIGHT OF WAY
SIRC	=	SET IRON ROD AND CAP "LB 8631"
SND	=	SET NAIL DISK
TYP	=	TYPICAL
WUP	=	WOOD UTILITY POLE

SYMBOL LEGEND

● = SET IRON ROD AND CAP "LB 8631" UNLESS OTHERWISE NOTED

FLOOD NOTE:
SUBJECT PROPERTY LIES IN FLOOD ZONE UNSHADED "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12049C0189D, WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2013.

LINE	BEARING	DISTANCE
L1	N 89°30'27" E	25.00'
L2	S 89°25'21" W	25.00'

SURVEYOR'S NOTES
1.) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SW 1/4 OF SECTION 16, TOWNSHIP 34 SOUTH, RANGE 25 EAST, BEING N 89°30'27" E, ASSUMED.
2.) ALL DIMENSIONS WERE FIELD MEASURED UNLESS OTHER WISE NOTED. UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
3.) PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS AS THE SCALE OF THIS SURVEY CAN CHANGE WITH REPRODUCTION.
4.) PLAT PREPARED: 12/28/24
5.) SUBJECT PROPERTY IS OWNED BY A PRIVATE PARTY

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 34 SOUTH, RANGE 25 EAST, OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 (QUARTER) OF SAID SECTION 16; THENCE S 00°04'46" W ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 836.01 FEET; THENCE N 89°30'27" E, A DISTANCE OF 25.00 FEET TO A POINT INTERSECTING THE EASTERLY RIGHT-OF-WAY LINE OF JOHNS ROAD AND THE SOUTHERLY BOUNDARY OF HILLTOP ACRES WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BAR B-38, PAGE 4, OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N 89°30'27" E, ALONG SAID SOUTHERLY BOUNDARY OF HILLTOP ACRES WEST, A DISTANCE OF 441.70 FEET; THENCE S 00°04'46" W, A DISTANCE OF 466.59 FEET; THENCE S 89°25'21" W, A DISTANCE OF 441.71 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N 00°04'46" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 467.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.734 ACRES.

HARDEE COUNTY PLANNING AND DEVELOPMENT APPROVAL

STATE OF FLORIDA
COUNTY OF HARDEE

THIS MINOR SUBDIVISION DRAWING IS HEREBY APPROVED BY THE HARDEE COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE.

BY:_____ DATE:_____

TITLE:_____

HARDEE COUNTY PUBLIC WORKS APPROVAL

STATE OF FLORIDA
COUNTY OF HARDEE

THIS MINOR SUBDIVISION DRAWING IS HEREBY APPROVED BY THE HARDEE COUNTY PUBLIC WORKS DIRECTOR/ENGINEER/DESIGNEE.

BY:_____ DATE:_____

TITLE:_____

CERTIFICATION OF OWNERSHIP AND LOCATION STATE OF FLORIDA:

STATE OF FLORIDA
COUNTY OF HARDEE

KNOW ALL MEN BY THESE PRESENTS THAT WALTER FARR, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS MINOR SUBDIVISION DRAWING OF "GNA ACRES SUBDIVISION" TO BE MADE AND HEREBY DEDICATES SAID LANDS TO BE SUBDIVIDED.

IN WITNESS WHERE OF I HAVE CAUSED MY HAND AND SEAL THIS 14 DAY OF January, 2025, SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

WALTER FARR

PRINTED NAME: Walter Farr

TITLE: Owner

TAMMY TYRE HAGWOOD
MY COMMISSION # HH 426985
EXPIRES: July 27, 2027

Tammy Tyre Hagwood

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONER'S STATE OF FLORIDA:

STATE OF FLORIDA
COUNTY OF HARDEE

THIS MINOR SUBDIVISION DRAWING HAS RECEIVED FINAL APPROVAL THIS _____ DAY OF_____ , A.D 2025 BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, IN ACCORDANCE WITH THE PROCEDURES ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.

BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

SURVEYOR'S STATEMENT

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY STATE THAT THIS MINOR SUBDIVISION DRAWING OF "GNA ACRES SUBDIVISION" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT ALL PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

_____ DATE 1/14/25

STATE OF FLORIDA
JOSE D. STIVENDER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER: 7380
STIVENDER SURVEYING, INC.
LICENSED BUSINESS NUMBER: 8631
1745 U.S. HIGHWAY 27 S.
SEBRING, FL 33870

STIVENDER
SURVEYING, INC.
LICENSED BUSINESS NO. 8631
1745 US HIGHWAY 27 S.
SEBRING, FL 33870

863.664.1222
INFO@STIVENDERSURVEY.COM

AGENDA ITEM NO. 4.L

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Item
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Todd Miller, Community Development Director -** Vang Lee Yang Subdivision
SUGGESTED ACTION:	

ATTACHMENTS:
BOCC --Agenda Packet Vang Lee Yang SD 02.20.25 (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 02/20/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Minor Subdivision - Vang Lee Yang

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman to sign Certificate of Compliance.
Return to Community Development Department for recording.

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

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

Hardee County
FLORIDA

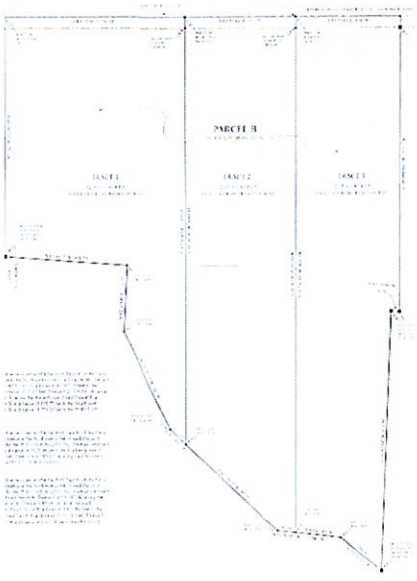
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

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

Request:	Request for a Minor Subdivision to subdivide three (3) new 12.15 +/- acre parcels out of an existing 36.5 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	Soua V. Lee, Mai C. Vang and Mai B. Yang **co: Soua Lee** 2238 N 26th st., Wauchula, FL 33873
Location:	Steve Roberts Special, Hardee County Located on the south side of Steve Roberts Special, east of Lonnie Shackleford Rd.
Parcel Identification:	29-34-26-0400-00001-000B
Site Size:	**36.5** +/-acres
Existing Zoning/Land Use:	**A-1** zoning/Agriculture FLU
Surrounding Zoning/Land Use:	All adjacent properties: A-1 zoning/Agriculture FLU



STAFF ANALYSIS

Staff has reviewed the application for a Minor Subdivision against the criteria for approval of a Minor Subdivision listed in Section 9.11.05.01, as indicated below.

9.11.05.01 Approval of Minor Subdivisions
A minor subdivision of land may be approved by the Board of County Commissioners without the requirement to plat pursuant to these regulations where all of the following conditions are satisfied:

(1) The property is located within one of the following zoning districts:

a. FR-1
b. FR-2
c. FR-2.5; or

d. A-1

Staff Response: *The parcel is located in the A-1 zoning district.*

(2) The subject property has not previously been processed through this minor subdivision procedure;

Staff Responses: *Parent parcel has been through the subdivision process prior to the proposal. However, subsection 9.11.03 states that land that is subdivided into lots, parcels sites, or tracts, each of which is 20 acres or greater in size, shall be exempt from subdivision regulations. Therefore, the subject parcel is eligible for subdividing as long as it meets the requirements for access and minimum lot frontage.*

(3) If located in the FR-1, FR-2, or FR-2.5 zoning districts,the approval does not result in the creation of more than five lots/parcels—defined as four new lots or parcels and a remaining lot/parcel.

Staff Response: *N/A*

(4) If located in the A-1 zoning district, the approval does not result in the creation of more than ten lots/parcels-defines as nine new lots or parcels and a remaining lot/parcel.

Staff Response: *The proposal will only create 2 new lots/parcels and 1 remainder lot/parcel.*

(5) The approval does not create a lot/parcel, or lots/parcels, that do not meet applicable zoning district standards for width, depth, and area.

Staff Response:

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	12.15 +/- acres (Tracts 1-3)
SETBACKS	*Front: 50 ft* *Rear: 50 ft* *Sides: 25 ft*	***TBD***
HEIGHT	*40 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	200 ft	582.1 ft (Tract 1) 351.75 ft (Tract 2) 338.54 ft (Tract 3)

(6) Each lot/parcel has the minimum required frontage as set forth in the zoning district in which the lot/parcel lies on a maintained public road as adopted for maintenance by the Board of County Commissioners, and as identified by the County Road and Bridge Department, and no new streets, either public or private, are needed to serve either property. Minimum frontage shall be owned in fee-simple.

Staff Response: Access to all of the tracts (1-3) will be provided via Steve Roberts Special, each with over 300 ft of public road frontage.

(7) No extension of a public water or sewer system is needed.

Staff Response: Potable water will be provided via private well; and wastewater will be provided via a Florida Health Department approved septic system.

(8) The creation of a parcel wholly within the 100-year flood zone is prohibited.

Staff Response: None of the parcels/lots will be wholly within the 100-year flood zone. Best available information shows a small flood hazard zone that runs along the western side property line on Tract 1 only.

(9) No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

Staff Response: No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

(10) Such action, either individually or cumulatively, will not result in significant increases in service requirements, interfere with maintenance of existing levels of service, or create specific service deficiencies, such as drainage, roadway maintenance, or other deficiencies.

Staff Response: The proposal will not interfere (individually or cumulatively) with existing levels of service nor create service deficiencies for:

- *The ITE Trip Generation Manual, 11th Edition, identifies an average daily trip generation rate of 9.43 for single family detached housing. Therefore, the development of two to three (2-3) additional residential lots will result in an average daily trip generation of 28.29 +/- ADT on Steve Roberts Special, which is a Minor Collector Road, operating at LOS A.*
- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: SWFWMD permits and enforces all stormwater drainage requirements.*

(11) If a drainage facility is needed an easement if favor of the party responsible for maintenance must be recorded in the public records of Hardee County prior to the transfer of ownership of the lots/parcels created through minor subdivision. A maintenance agreement imposing responsibility for maintenance of drainage facility shall be required.

Staff Response: N/A

(12) If the property is located on an access management roadway corridor, the site development plan must demonstrate compliance with the applicable access management standards.

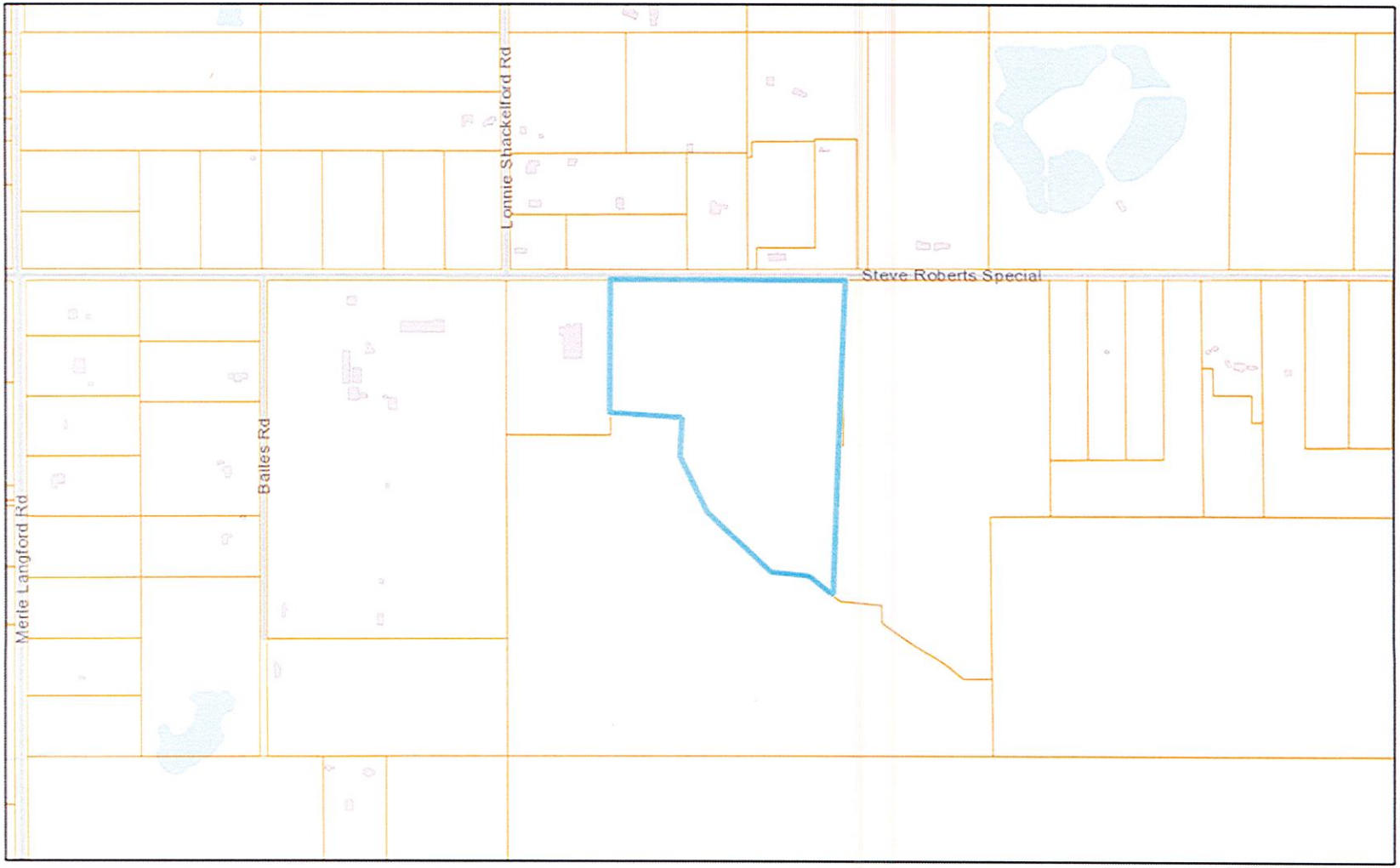
Staff Response: *The property is not located on an access management corridor. Access drives to a county-maintained right-of-way require a driveway permit at the time of development.*

CONCLUSION

Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

Therefore, the Community Development staff **RECOMMENDS APPROVAL** of the subject Minor Subdivision application to the Board of County Commissioners.

Vang Lee Yang Subdivision- Location Map



1/2/2025, 10:59:37 AM

Owner Parcels

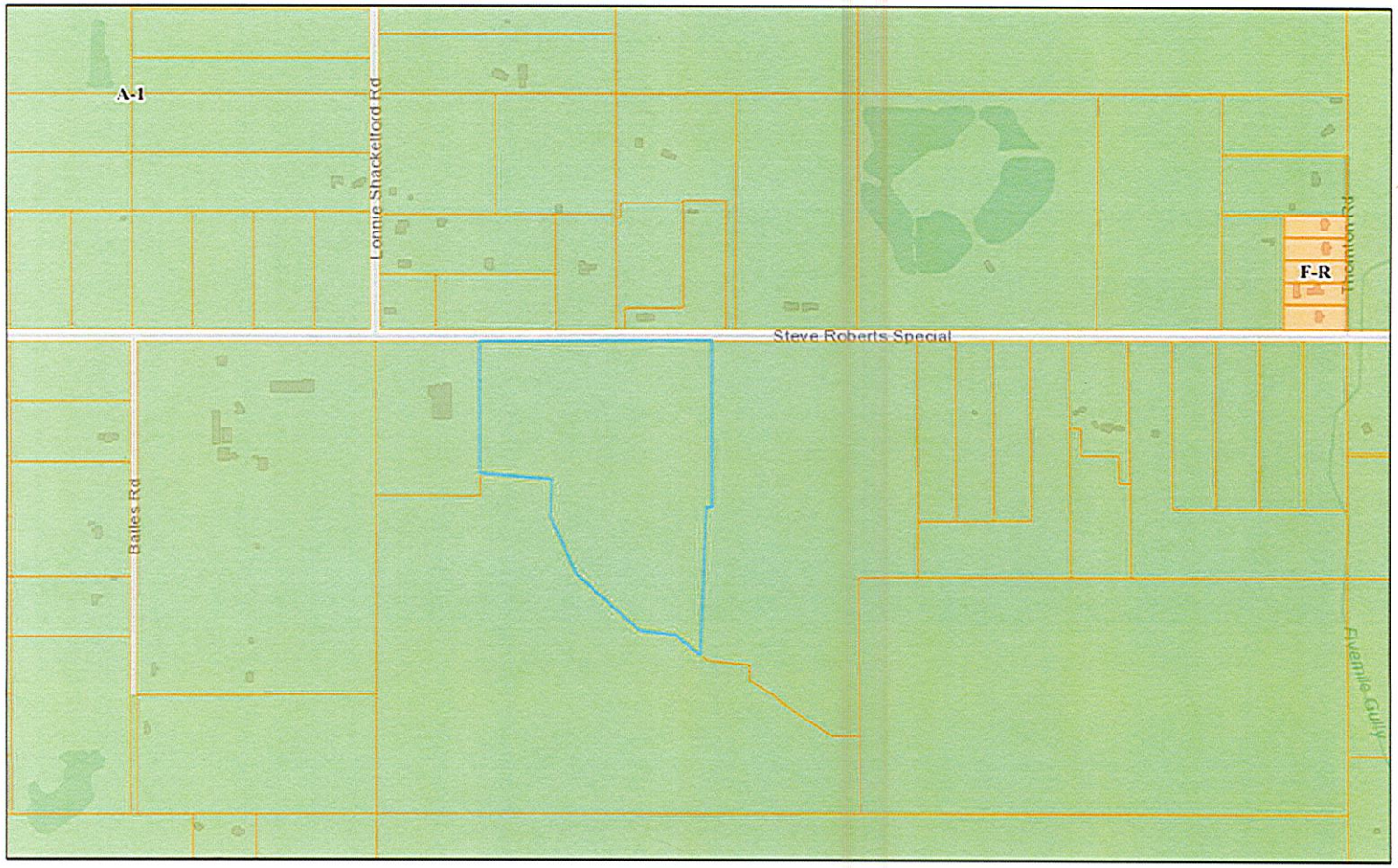
1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri, Inc., City of Naperville, Illinois

Vang Lee Yang Subdivision- Zoning Map



1/2/2025, 10:37:48 AM

Owner Parcels

F-R - (Farm Residential)

Zoning

A-1 - (Agriculture)

1:10,243

0 0.07 0.15 0.3 mi

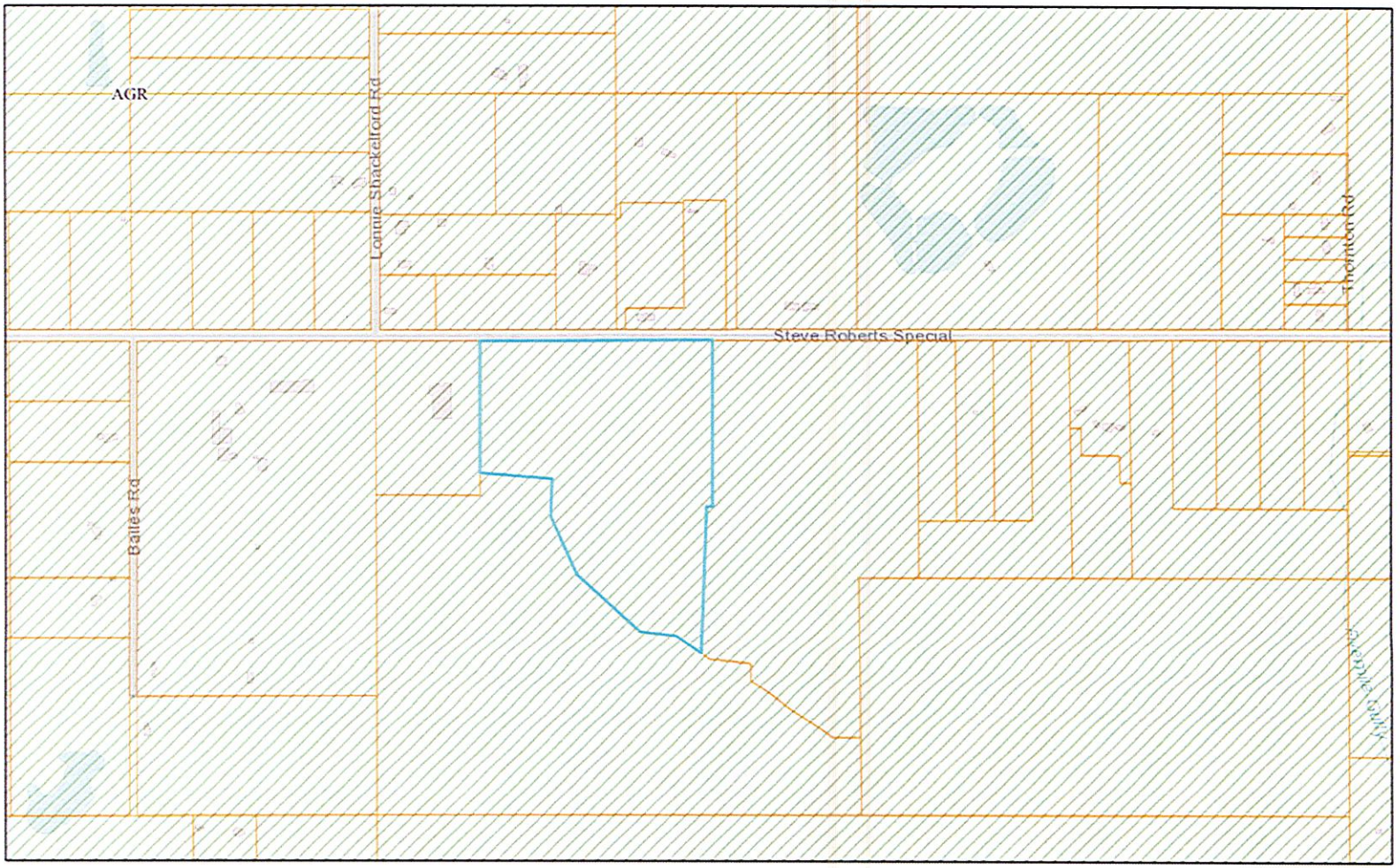
0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

Hardee County GIS

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Vang Lee Yang Subdivision- FLU Map



1/2/2025, 10:39:07 AM

Owner Parcels

Future Land Use

AGRICULTURE

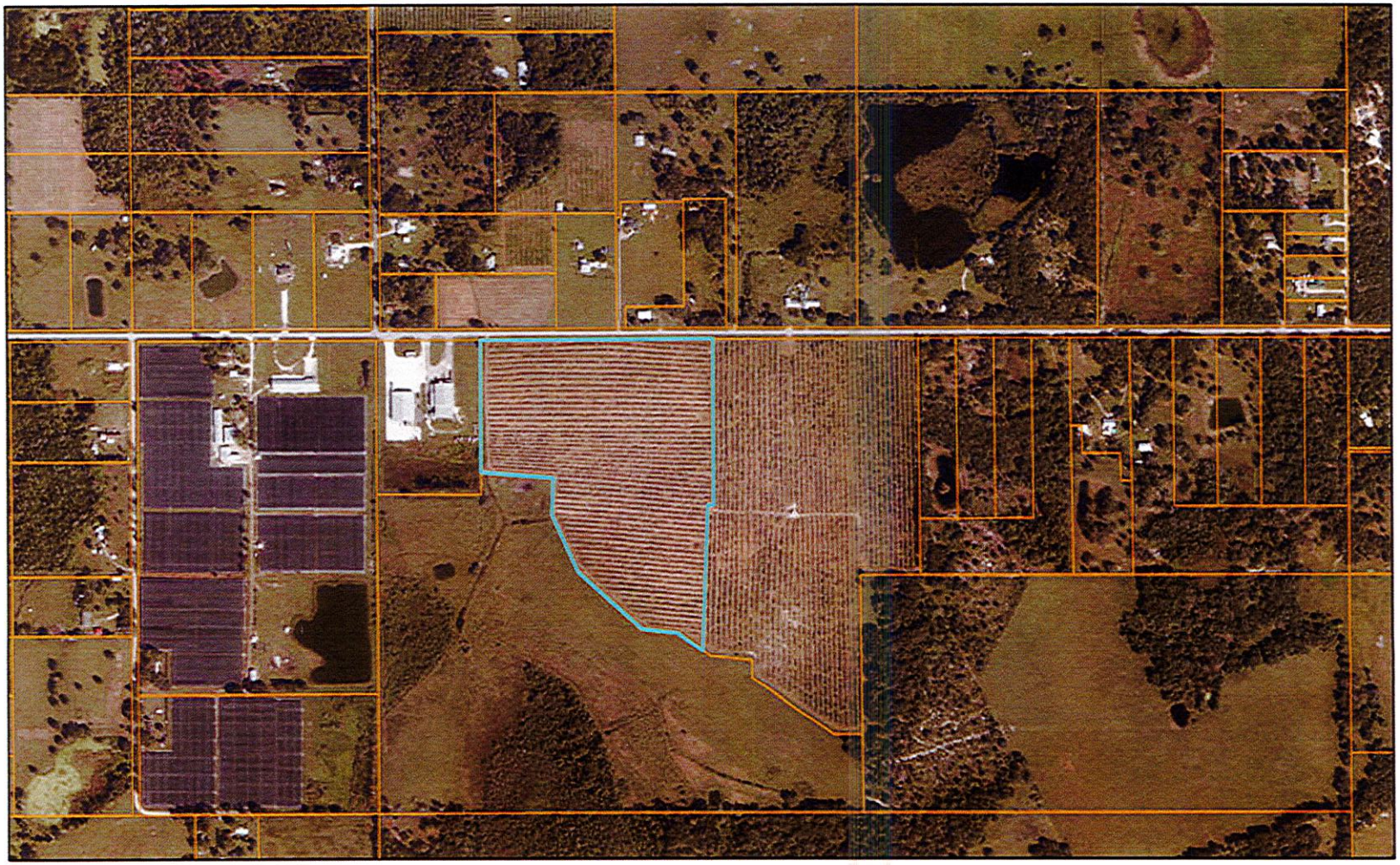
1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri, Inc., City of Naperville, Illinois

Vang Lee Yang Subdivision- Aerial Map



1/2/2025, 10:40:32 AM

Owner Parcels

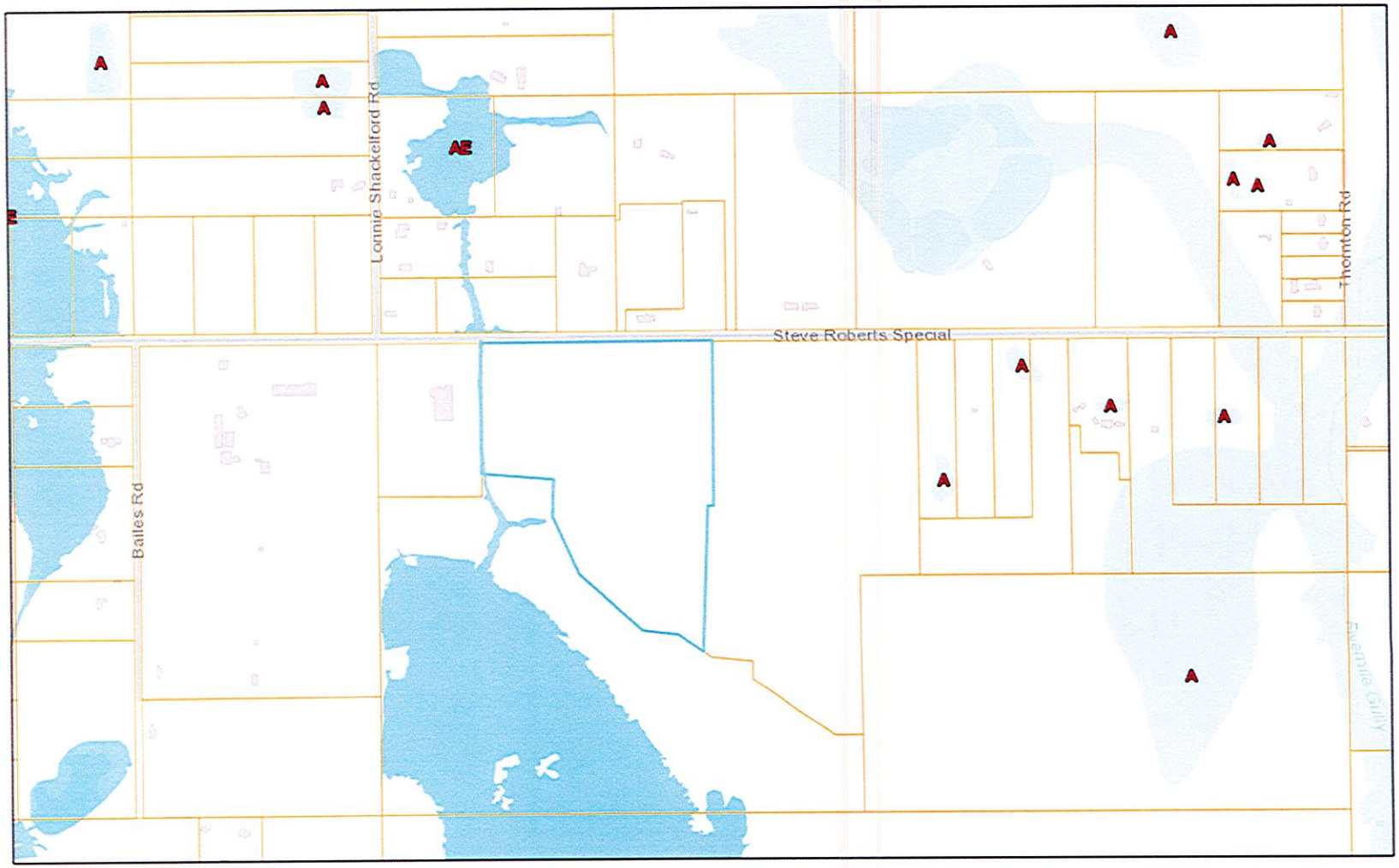
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0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

State of Florida, Maxar

Vang Lee Yang Subdivision- Flood Map



1/2/2025, 10:41:58 AM

Owner Parcels FEMA Flood Zone AE, A,

1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER

Soua V. Lee
2238 N 26th St.
Wauchula, FL 33873

Mai B. Yang
23078 Havelka Ct. N
Forest Lake, MN 55025

Mai C. Vang
5202 Scott St
Weston, WI 54476

NAME OF SUBDIVIDING
Vang Lee Yang

DATE OF HEARING February 20, 2025,

YOU ARE HEREBY NOTIFIED AND THE UNDERSIGNED HEREBY CERTIFIES that based on and after due consideration of your application to subdivide property and upon public hearing by the Board of County Commissioners your request to subdivide parcel no. 29 34 26 0400 00001 000B being 36.5 +/-acres in size to be eligible for development is hereby approved in accordance with the Hardee County Unified Land Development Code under the minor subdivision process.

The minor subdivision entitled ***Vang Lee Yang subdivision*** being prepared by William R. Waters, Professional Surveyor and Mapper # 6795 is dated October 30, 2024. All lands are situated in the A-1 (Agriculture) Zoning District and the Agricultural Future Land Use Category.

Parcel I.D. No. 29 34 26 0400 00001 000B

LEGAL DESCRIPTION
Tract 1—12.15 +/-acres See attached.

LEGAL DESCRIPTION
Tract 2—12.15 +/-acres See attached.

LEGAL DESCRIPTION
Tract 3—12.15 +/-acres See attached.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION-–Vang Lee Yang subdivision—01-2025

DESCRIPTION TRACT 1:
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Hardee County
FLORIDA

BOCC WORKSHOP

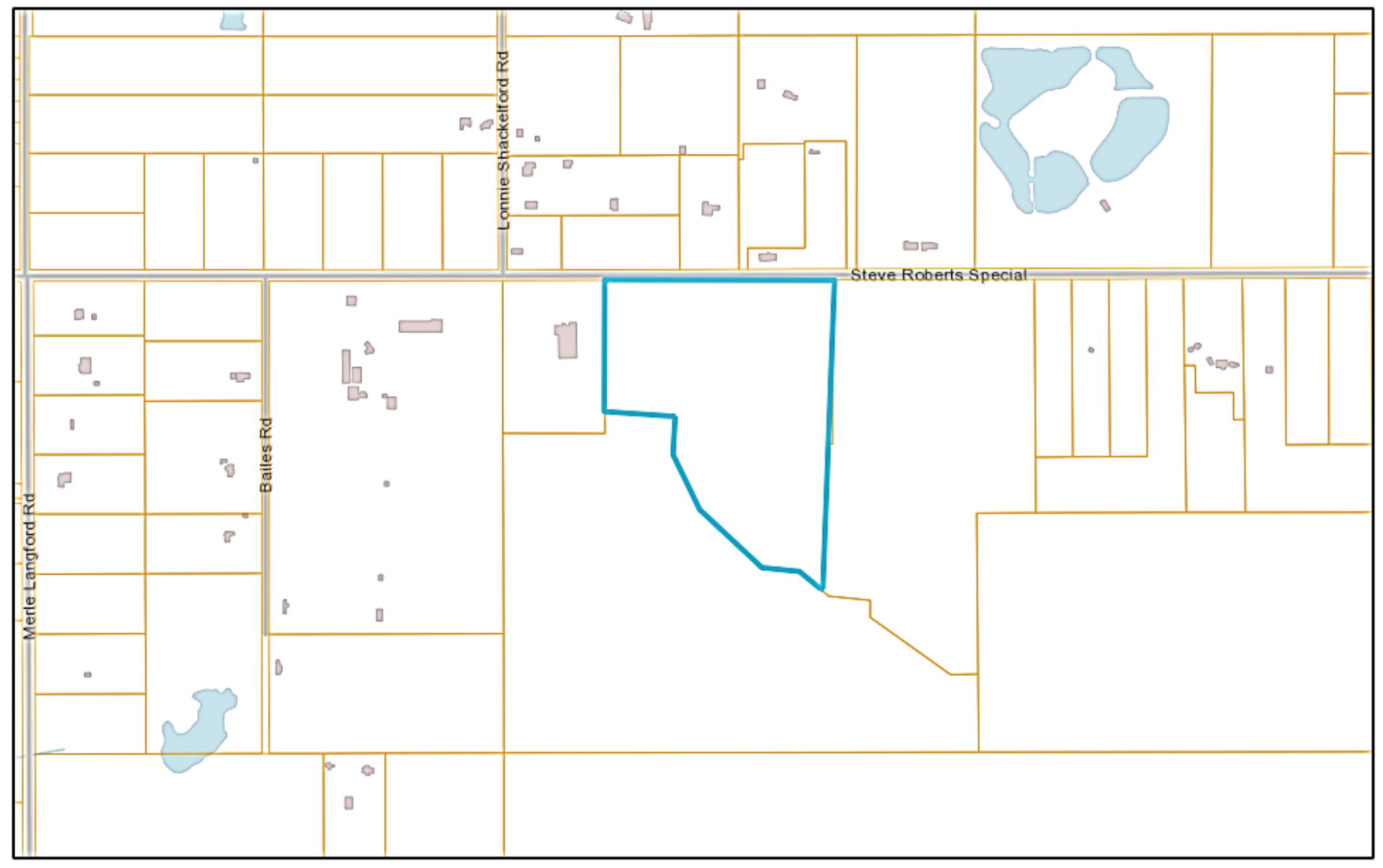
1/16/2025

VANG LEE YANG SUBDIVISION

MAI CHANG, SOUA LEE, MAI VANG

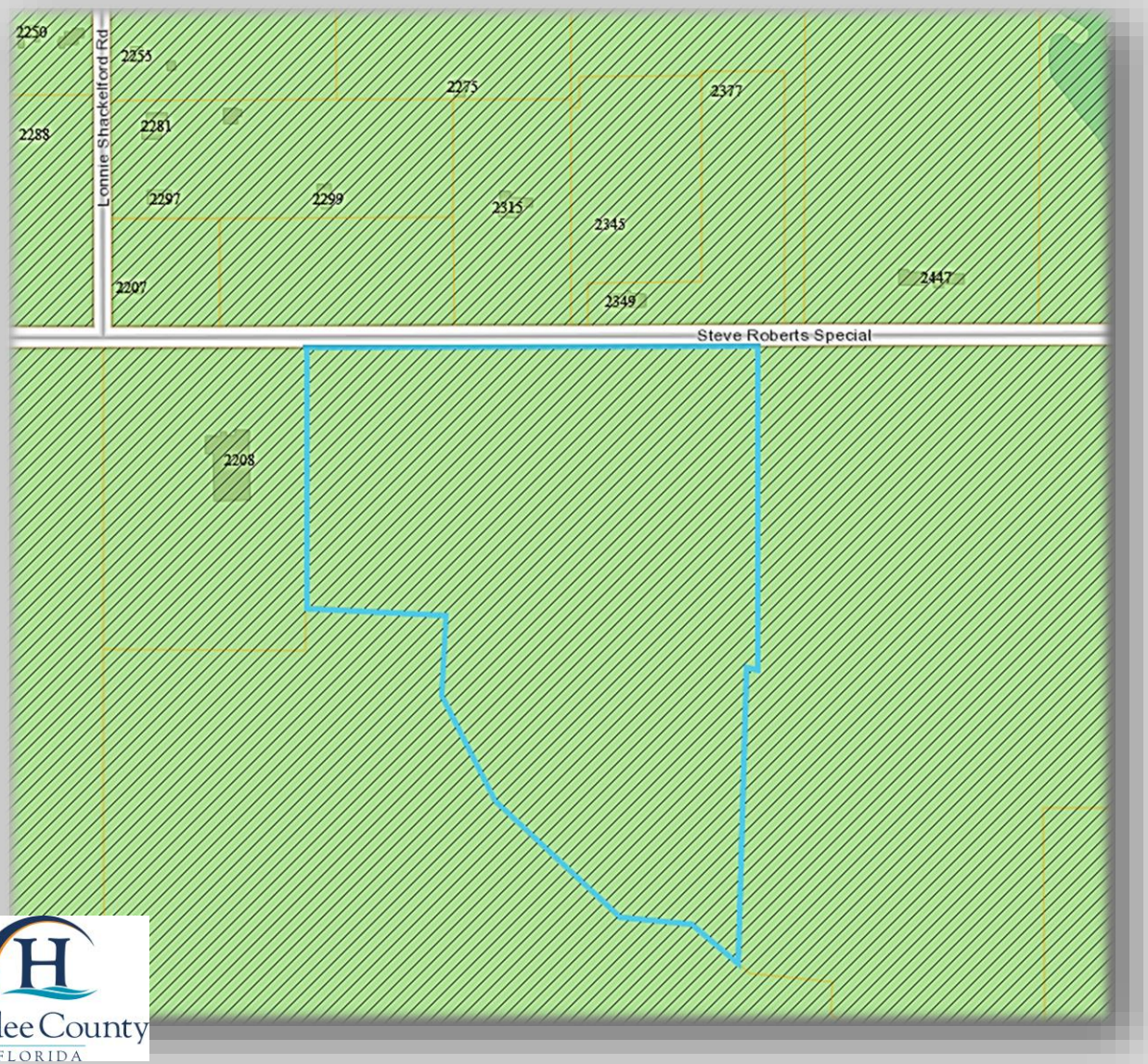
Hardee County
FLORIDA

LOCATION MAP



Hardee County
FLORIDA

APPLICATION



Soua V. Lee, Mai C. Vang, & Mai B. Yang

c/o: Soua V. Lee

A request for a Minor S/D to subdivide two (2) new parcels from the parent parcel.

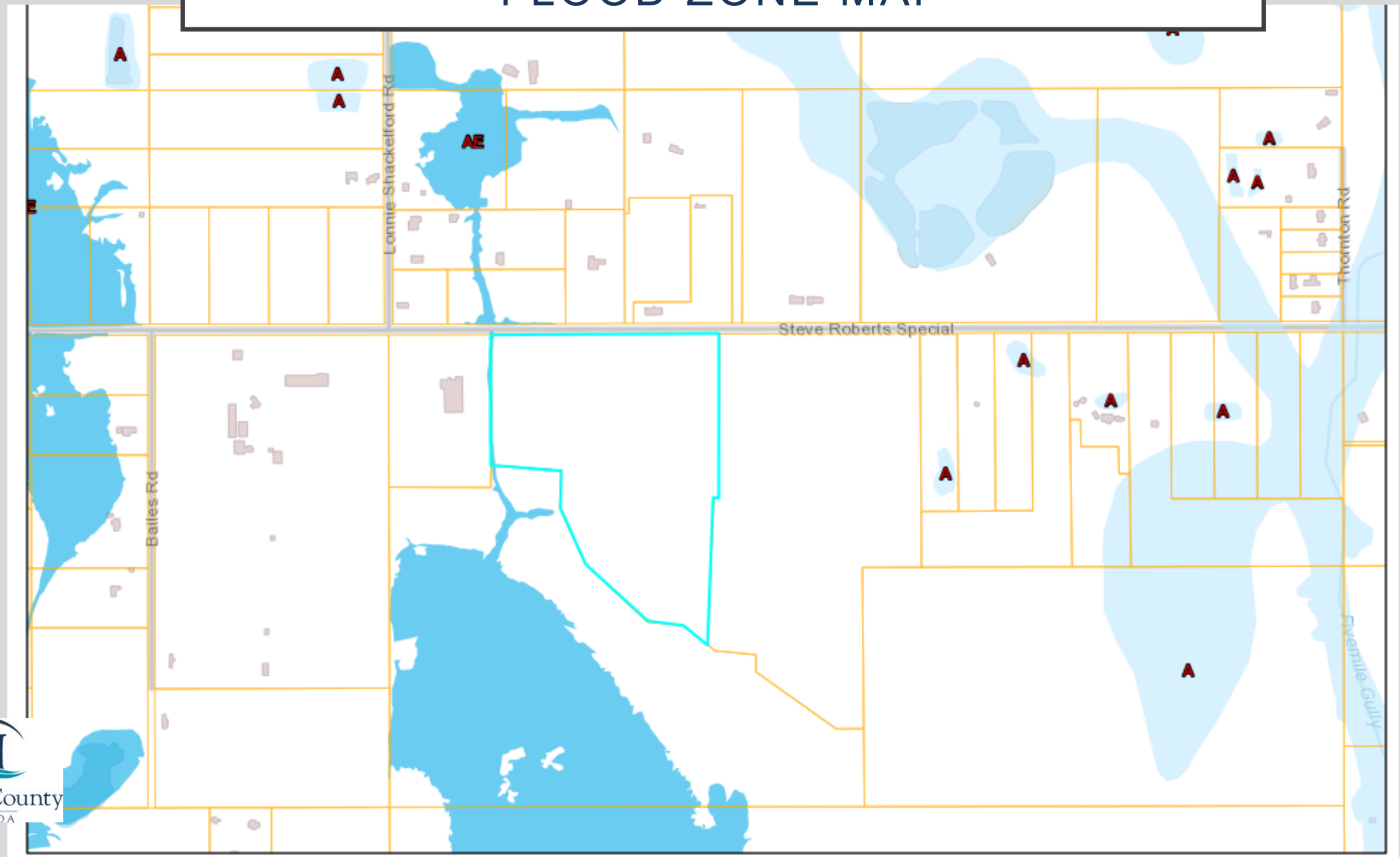
- 36.5 +/- acres in the A-1 zoning district, Agriculture Future Land Use Category.

- Located on the S side of Steve Roberts Special,

  E of Lonnie Shackleford Rd.

Hardee County
FLORIDA

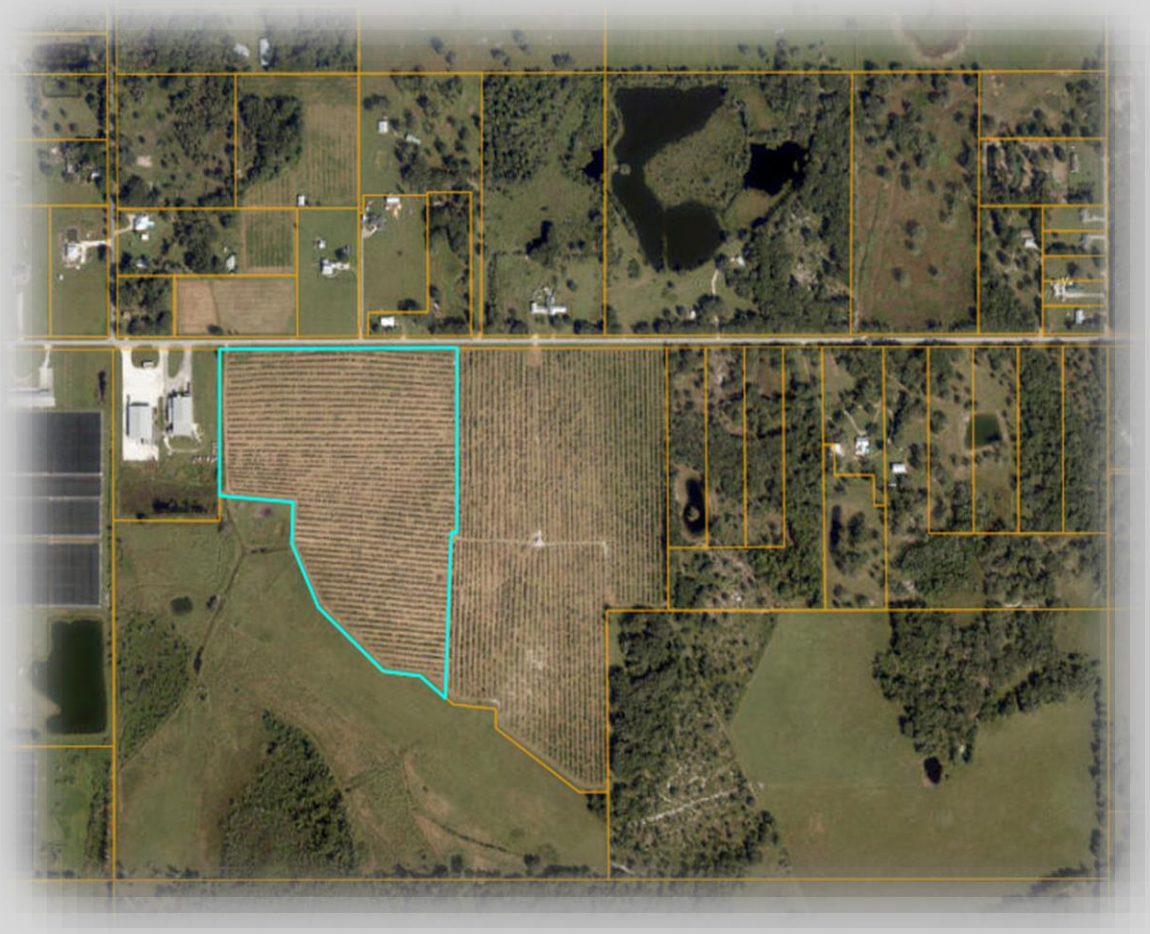
FLOOD ZONE MAP



Hardee County
FLORIDA

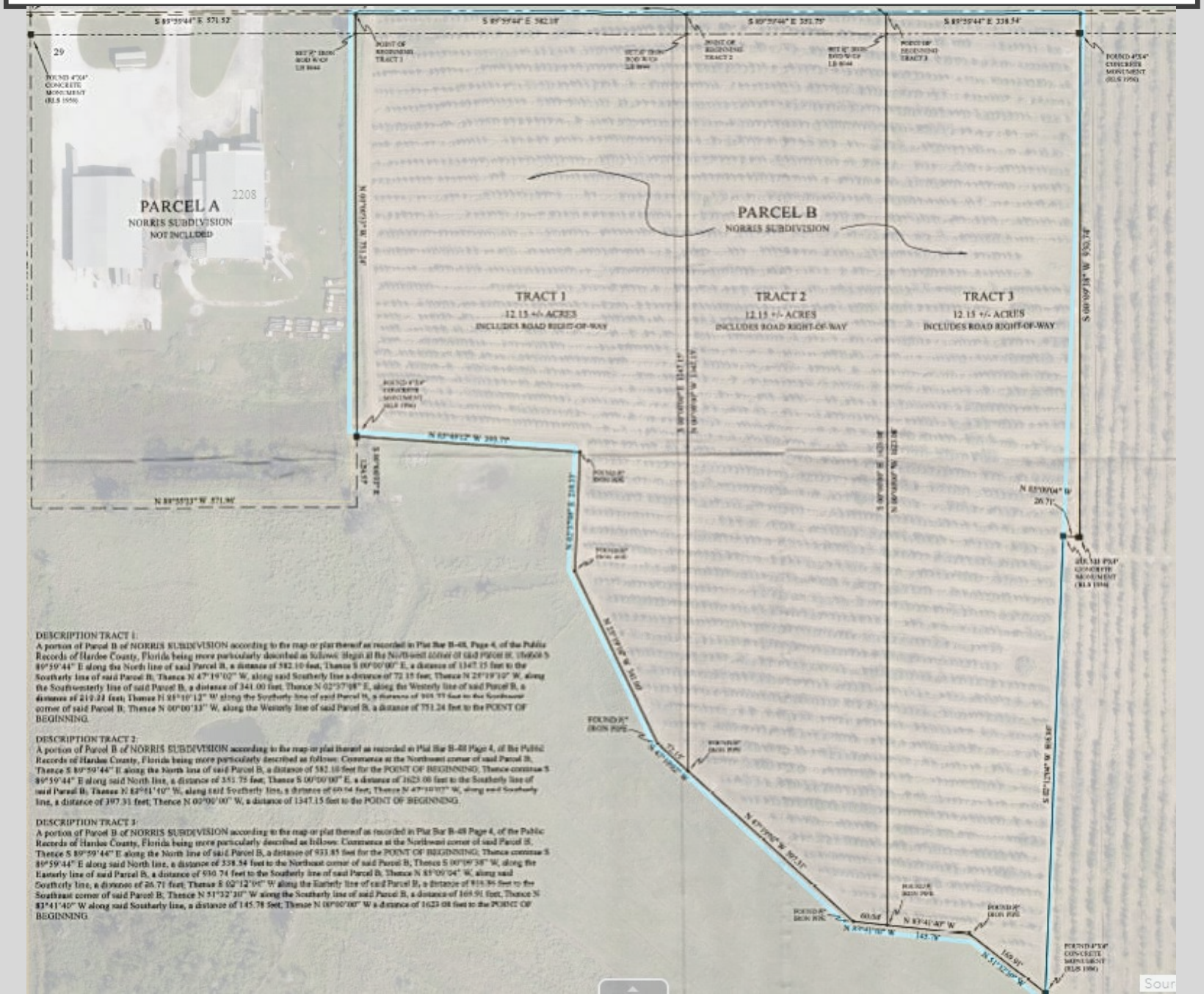
REQUIREMENTS

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	12.15 +/- acres (Tracts 1-3)
SETBACKS	Front: 50 ft Rear: 50 ft Sides: 25 ft	**TBD**
HEIGHT	40 ft	**TBD**
LOT COVERAGE	**N/A**	**N/A**
LOT WIDTH	200 ft	582.1 ft (Tract 1) 351.75 ft (Tract 2) 338.54 ft (Tract 3)



Hardee County
FLORIDA

SUBDIVISION MAP



Hardee County
FLORIDA

CONCLUSION

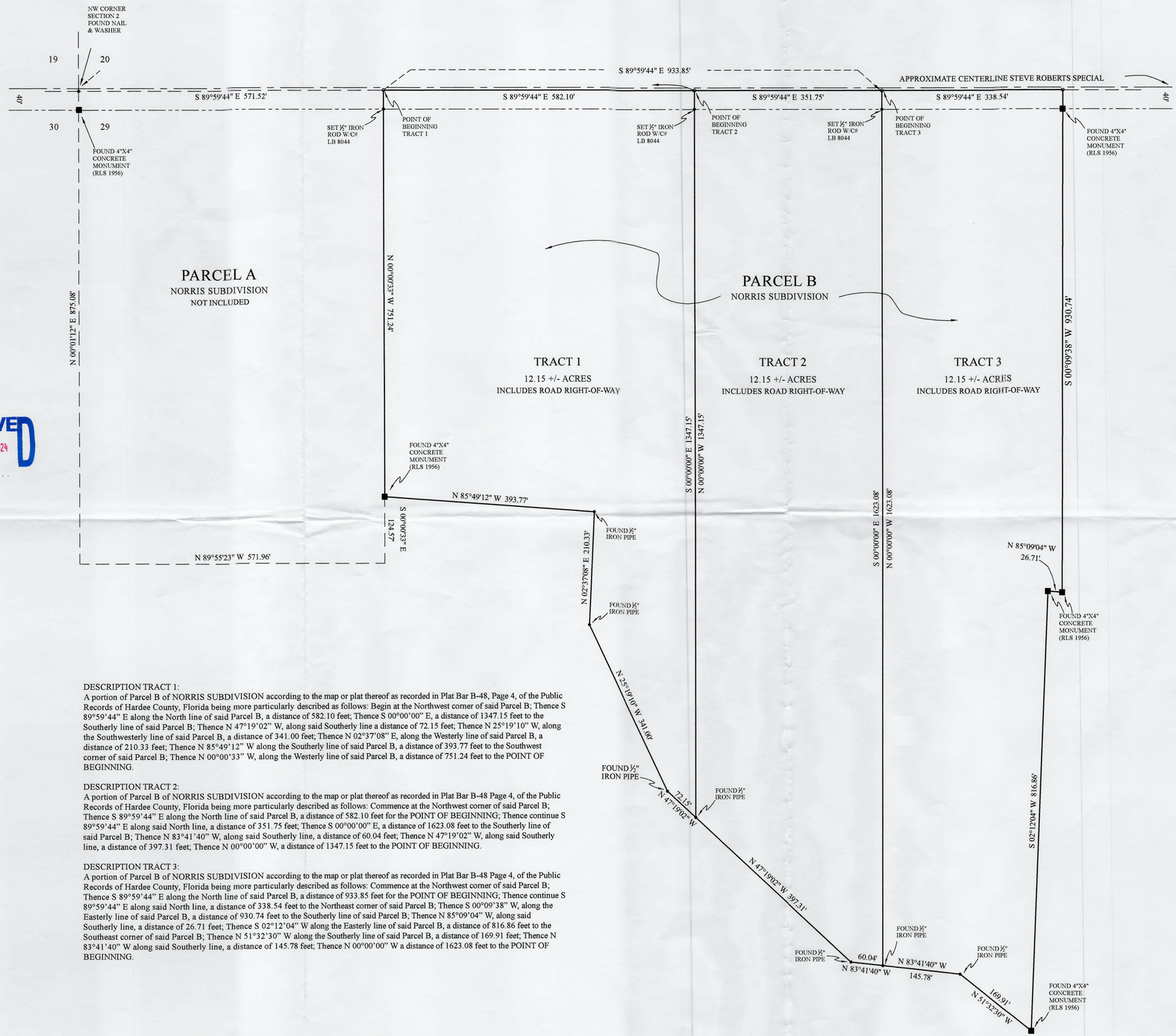
- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

VANG LEE YANG SUBDIVISION
LOCATED IN SECTION 29, TOWNSHIP 34 SOUTH, RANGE 26 EAST
HARDEE COUNTY, FLORIDA

SCALE: 1" = 100'



RECEIVED
NOV 18 2024

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CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

COUNTY OF HARDEE S.S. KNOW ALL MEN BY THESE PRESENTS THAT
THE OWNER(S) OF PROPERTY HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED AND CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON, HEREBY DEDICATED SAID LANDS FOR THE USES AND PURPOSES HEREON EXPRESSED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
THIS 5 DAY OF December 2024 A.D.

WITNESS — OWNER Ann V. Lee

WITNESS — OWNER Ann V. Lee Sign For Mai Chang Vang, Mai Blia Yang

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

COUNTY OF HARDEE S.S.
THIS MAP, APPROVED
THIS ___ DAY OF _____, 2024 A.D.
IN OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA.

_____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

COUNTY OF HARDEE S.S.
I, THE SURVEYOR WHO MADE THIS PLAN, DO HEREBY CERTIFY THAT THE SAME IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR BY THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF MAPS.

WITNESS MY HAND AND SEAL THIS 30TH DAY OF OCTOBER, 2024 A.D.

WILLIAM R. WATERS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #LS 6795

4142 CREWSVILLE ROAD
ZOLFO SPRINGS, FL 33890
863-781-2092

APPROVAL

12/16/2024
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

12-16-2024
COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

AGENDA ITEM NO. 4.M

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-33, Award ITB 25-001 for the Construction of County Road 663 to Ajax Paving.

SUGGESTED ACTION:

ATTACHMENTS:

Agenda Memo_Recommend Award to Ajax Paving for CR 663.docx
RESOLUTION for ITB 25-001_Award of CR 663_to Ajax Paving.docx
10350.05-Bid Tab 2024-12-12.pdf
1035005-00 51 00 Notice of Award-2013.doc
1035005-00 52 43 Agreement Form.doc
1035005-WRC-2023-FDOT-EXHIBIT.pdf
CR 663 Letter of Rec..pdf
ITB 25-001 Addendum_CR 663.pdf
ITB 25-001 Schedule of Events_Procurement Schedule.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#445065-1-54-01, 445068-1-54-01 and 445070-1-54-01

ITB #25-001 For CR 663 Milling and Resurfacing Project

On November 8, 2024, Hardee County issued Invitation to Bid (ITB) No. 25-001 seeking bids for the County Road 663 Milling and Resurfacing Project. The project scope includes three segments of CR 663 with the above-referenced Financial Project Numbers (FPNs).

On December 12, 2024, three sealed bids were received from Ajax Paving Industries of Florida, LLC, Superior Asphalt Inc., and Cobb Site Development Inc. and the bid summary results are found below

	Ajax Paving Ind., LLC.	Superior Asphalt	Cobb Site Devel.
Base Bid			
Segment No. 1	$1,726,530.20	$1,850,255.95	$1.950,559.80
Segment No. 2	$1,856,761.05	$1,854,477.35	$2,244,154.83
Segment No. 3	$2,817,399.50	$2,929,214.15	$3,158,458.17
Deductive Alt. No. 1			
Segment No. 1	$47,419.70	$49,149.42	$65,821.94
Segment No. 3	$29,640.35	$33,509.35	$41,373.98
Deductive Alt. No. 2			
Segment No. 1	$201,835.35	$190,195.80	$207,839.22
Segment No. 2	$307,532.80	$278,199.95	$410,187.96
Segment No. 3	$402,058.75	$377,567.95	$408,288.81
Bid w/Alternates			
Segment No. 1(w/1&2)	$1,477,275.15	$1,610,910.73	$1,676,898.64
Segment No. 2 (w/ 2)	$1,549,228.25	$1,576,277.40	$1,833,966.87
Segment No. 3(w/ 1&2)	$2,385,700.40	$2,518,136.85	$2,708,795.38
Bid Total (Alt 1&2)	**$5,412,203.80** (Lowest Responsive Bid)	$5,705,324.98	$6,219,660.89

The County recommends awarding the construction agreement to Ajax Paving Industries of Florida LLC, being the lowest and most responsive bidder accepting Deductive Alternates #1 and #2.

Deductive Alternate No. 1 will have a new reduced project limits which starts South of SR 64 from *Station 483+50.00* to North of DeSoto County Line at *Station 87+40.00* with a total length of 7.502 miles (reduction of 0.182 miles from the previous 7.684 miles). This further reduces the southern segment # 1 from 1.761 miles to 1.640 miles (reduction of 640 ft.). The central segment #2 remained at 2.544 miles. The northern segment #3 was also reduced from 3.379 miles to 3.318 miles (reduction of 328 ft.). **Deductive Alternate No. 2** will reduce the pavement thickness from 3 inches to 2 1/4 inches which is still acceptable by FDOT.

This CR 663 Resurfacing Project is currently funded in FY 2025, however, if we award to the lowest bidder accepting Deductive Alternates Nos. 1 & 2, there would still be a construction funding shortfall in the amount of $365,438.55. Right after the bid opening on December 12, 2024, the County contacted FDOT informing them of the shortfall. On January 9, 2025, FDOT notified the County of the funding approval for the construction shortfall in the amount of $365,440. This is the **2nd County request** for additional funding that FDOT graciously approved for CR 663. Back in March 2023, the County initially requested for $2,024,913.70 additional funding but FDOT went “above and beyond” and approved a total of **$2,889,476** which is almost $900K more than our **1st request**. FDOT fully understood the County’s need to complete this project in a timely manner since this is mixed with State ARPA funds which has a hard CLOSE OUT deadline set for ***December 01, 2026***.

RESOLUTION NO. 2025-33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-001 FOR THE CONSTRUCTION OF COUNTY ROAD 663 FROM SOUTH OF STATE ROAD 64 AT STATION 483+50.00 TO NORTH OF DESOTO COUNTY LINE AT STATION 87+40.00; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AJAX PAVING INDUSTRIES OF FLORIDA, LLC. IN AN ESTIMATED AMOUNT OF $5,412,203.80 ACCEPTING DEDUCTIVE ALTERNATES 1 & 2; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2024, Hardee County (the "County") issued Invitation to Bid No. 25-001 (the "ITB No. 25-001") seeking bids for the construction of County Road 663 Resurfacing (the "Services"); and

WHEREAS, on December 12, 2024, three sealed bids were received from Ajax Paving Industries of Florida, LLC, Superior Asphalt Inc., and Cobb Site Development Inc.; and

WHEREAS, upon review of the bids it was determined that Ajax Paving Industries of Florida, LLC. ("Ajax Paving") was the lowest responsive and responsible bidder in an estimated amount of $5,412,203.80; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award ITB No. 25-001 for the construction of County Road 663 to Ajax Paving and authorize the County Manager to execute an agreement, and any renewal options, in an estimated amount of $5,412,203.80.

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

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

Section 2. Award. That the Board hereby awards ITB No. 25-001 for the construction of County Road 663 to Ajax Paving Industries of Florida, LLC.

Section 3. Authorization. That the Board hereby authorizes the County Manager to enter into an agreement, including any renewal options, with Ajax Paving Industries of Florida,

LLC in an estimated amount of $5,412,203.80, for construction of County Road 663, subject to the County Attorney's approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 20th day of February 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
County Attorney

CSI 10350.05

HARDEE COUNTY
BID TABULATION
CR-663

BID DATE: DECEMBER 12, 2024

CONTRACTOR	CR-663 BASE BID SEGMENT 1	CR-663 BASE BID SEGMENT 2	CR-663 BASE BID SEGMENT 3	DED. ALT NO. 1 SEGMENT 1	DED. ALT NO. 1 SEGMENT 3	DED. ALT NO.2 SEGMENT 1	DED. ALT NO.2 SEGMENT 2	DED. ALT NO.2 SEGMENT 3
Superior Asphalt	$1,850,255.95	$1,854,477.35	$2,929,214.15	$49,149.42	$33,509.35	$190,195.80	$278,199.95	$377,567.95
Ajax Paving	$1,726,530.20	$1,856,761.05	$2,817,399.50	$47,419.70	$29,640.35	$201,835.35	$307,532.80	$402,058.75
Cobb Site Development	$1,950,559.80	$2,244,154.83	$3,158,458.17	$65,821.94	$41,373.98	$207,839.22	$410,187.96	$408,288.81
Engineer of Record	$1,465,328.42	$1,688,456.05	$2,338,282.50	$49,053.47	$29,740.97	$206,070.52	$316,312.86	$414,703.95

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance:	
Owner: Hardee Co. Board of County Commissioners	Owner's Contract No.:
Engineer: Chastain-Skillman, Inc.	Engineer's Project No.: 10350.05
Project: CR-663 Milling and Resurfacing	Contract Name:
Bidder: Ajax Paving Industries of Florida, LLC	
Bidder's Address: One Ajax Drive, North Venice, Florida 34275 (send Certified Mail, Return Receipt Requested)	

TO BIDDER: You are notified that Owner has accepted your Bid dated December 12, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: ITB No. 25-001

Base Bid, Segment No. 1, w / Alternates No. 1 and No. 2:	for a Combined Total of $1,477,275.15
Base Bid, Segment No. 2, w / Alternate No. 2:	for a Combined Total of $1,549,228.25
Base Bid, Segment No. 3, w / Alternates No. 1 and No. 2:	for a Combined Total of $2,385,700.40

The Contract Price of the awarded Contract is $ 5,412,203.80 (This is a unit price bid).

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. Deliver to the Owner [3] counterparts of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner

By: Authorized Signature

Title

Copy: Engineer

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SECTION 00 52 43
AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between Hardee County Board of County Commissioners (Owner)
and Ajax Paving Industries of Florida, LLC (Contractor)

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

ARTICLE 1 - WORK

1.01 The work of this contract generally consists of pavement milling and resurfacing for 7.68 miles of CR-663 in Hardee County, Florida. The Contractor shall mill the entire 7.68-mile roadway to an average depth of 2 1/4 inches. The millings shall be transported by the Contractor to the Hardee County Landfill at 685 Airport Road, Wauchula, Florida. The project includes approximately 101,750 square yards of milling, 17,125 Tons of asphalt and placing 30,891 square yards of sod along the edge of pavement, and associated drainage and pavement marking and signing. The roadway/project shall be left in a neat and clean condition. All workmanship and materials shall be in conformance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (2025) (excepting Division 1, Section 9 regarding fuel adjustments and Price Escalation) and the FY 2024-25 Standard Plans. The recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

NOTE The Description of Work above, is for the Base Bid. The Work of this Agreement shall be consistent with the Notice of Award and includes:

Base Bid, Segment No. 1, w/Alternates No. 1 and No. 2:
Base Bid, Segment No. 2, w/Alternate No. 2:
Base Bid, Segment No. 3, w/Alternates No. 1 and No. 2:

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Chastain-Skillman, Inc., Lakeland, Florida. Hardee County shall retain an independent Engineer, who is to act as Owner's representative during construction, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $2,579.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $2,579.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount of $5,412,203.80 in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.01.A below:

A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.03.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage).
b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, the Owner may reduce the remaining retainage withheld to an amount not to exceed 150 percent of the estimated total costs to complete punch list items.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 - INTEREST

6.01 All amounts not paid when due shall bear interest at a rate in accordance with Florida Statutes.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the

Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive).

2. Public Construction bond (pages _____ to _____, inclusive).

3. Other bonds (pages _____ to _____, inclusive).

   a. _____ (pages _____ to _____, inclusive).

   b. _____ (pages _____ to _____, inclusive).

   c. _____ (pages _____ to _____, inclusive).

4. General Conditions (pages 1 to 65, inclusive).

5. Supplementary Conditions (pages 1 to 9, inclusive).

6. Statutory Requirements (pages 1 to 6, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____[or] the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _____ to _____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

    c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages _____ to _____, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.03 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Right of Inspection

A. Contractors and subcontractors are required to permit the Florida Department of Transportation's authorized representative to inspect all work, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

9.06 Indemnification

A. "To the fullest extent permitted by law a Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, loses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness or intentional wrongful conduct of the contractor and persons employed or utilized by the contractor in the performance of the Agreement."

9.07 Inspector General Cooperation

A. The contractor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

9.08 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.09 Ownership and Access to Records and Audits

A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled

information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed, or made by Contractor during the term of this Agreement ("Work Product") belong to the County. Contractor shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

Upon request from the County's custodian of public records, Contractor shall provide the 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L Rogers, 417 WEST MAIN STREET SUITE 214, WAUCHULA, FL 33873, (863)-773-4174, EXT. 7227, CLERKMINUTES@HARDEECLERK.COM

B. Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

C. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Hardee County, Florida.

9.10 Attorney's Fees and Waiver of Jury Trial.

A. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

B. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, VOLUNTARILY, and intentionally waives its right to trial by jury.

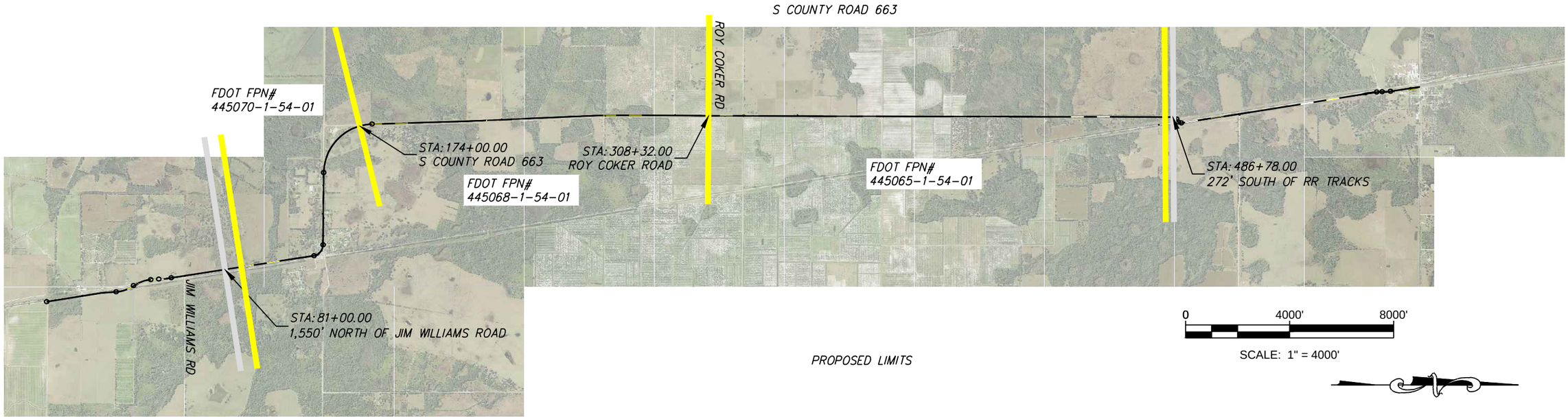
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

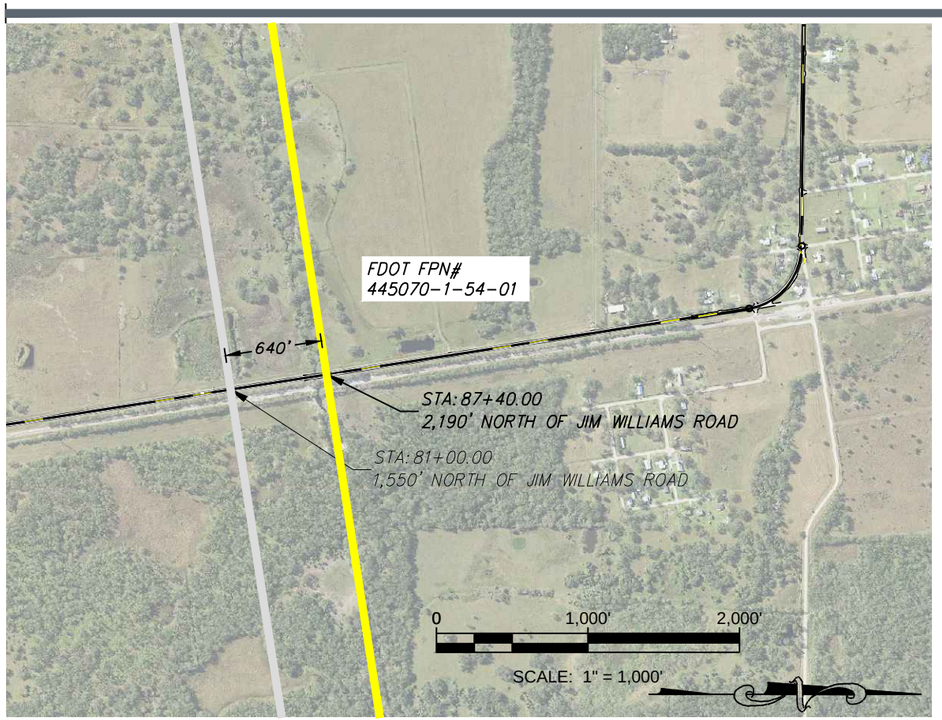
This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

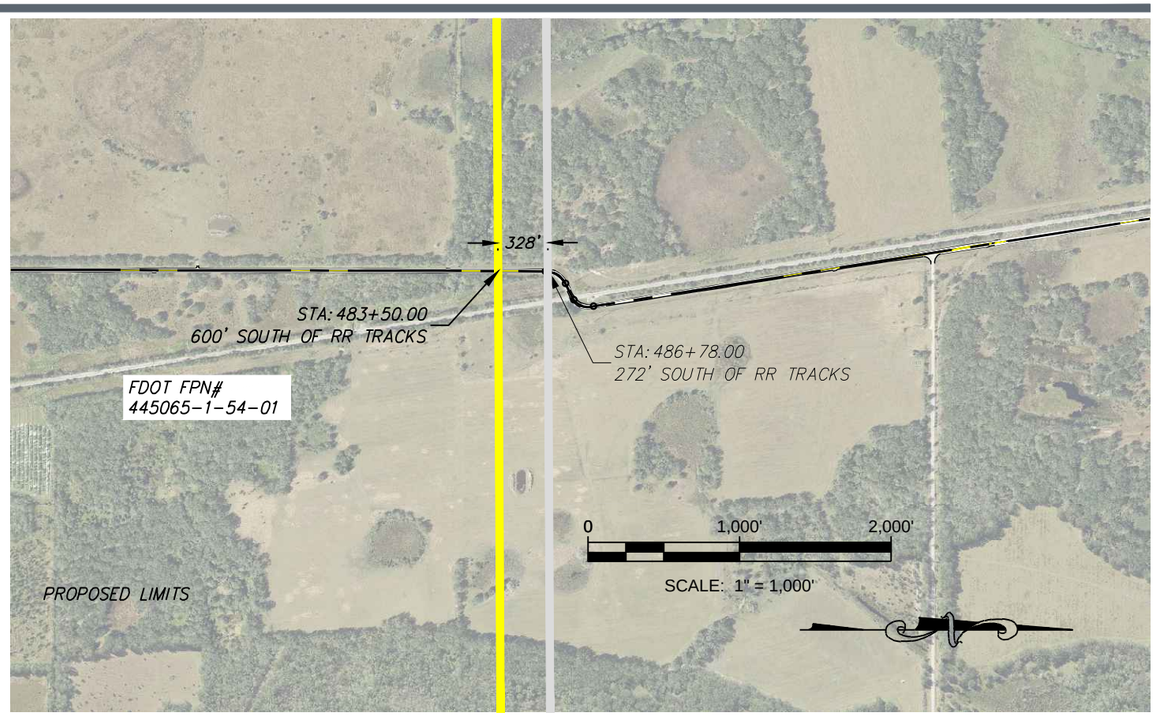
OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	Agent for service or process: _____
	_____
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION

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NUMBER	DATE	DESCRIPTION
P-4	08/16/2024	REVISED GUARDRAIL LENGTHS AND ANCHORAGES
P-3	07/17/2024	REVISED PER FDOT COMMENTS
P-2	06/12/2024	ISSUED TO FDOT FOR 100% REVIEW
P-1	05/08/2024	REVISED PER FDOT 60% COMMENTS
P-0	03/28/2024	ISSUED TO FDOT FOR 60% REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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CHASTAIN SKILLMAN

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
CR-663 HARDEE COUNTY, FLORIDA

ORIGINAL VS PROPOSED PROJECT LIMITS

This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

P:\1035005\CAD\Civil\1035005\Production Drawings\1035005-WRC-2023-FDOT-EXHIBIT.dwg 11x17 (Civil)-BOTTOM (2) Jan 09, 2025 11:06am by: rcarnahan

LAKELAND 205 East Orange Street
Lakeland, FL 33801
PHONE 863-646-1402

WINTER HAVEN 351 3rd Street NW
Winter Haven, FL 33881
PHONE 863-875-6986

January 9, 2025

Mr. Christopher Simpron
Assistant County Manager
Hardee County Board of County Commissioners
205 Hanchey Road
Wauchula, Florida 33873

Re: CR-663 Milling and Resurfacing Project
Recommendation for Award
Financial Project No. 445065-1-54-01, 445068-1-54-01 and 445070-1-54-01
Hardee County Bid No. ITB-25-001
CSI File No. 10350.05

Dear Mr. Simpron:

I have reviewed the bids on the above-referenced project. There were three (3) bids submitted. From the list below, you will see that the bids were competitive, but they were above the Engineer's Estimate. The low bid was submitted by Ajax Paving Industries of Florida, LLC (Ajax) and the high bid by Cobb Site Development, Inc. Please find the tabulation of the bids and all alternates attached. The summary of the base bid and alternates can be found below.

	Ajax Paving Ind., LLC.	Superior Asphalt	Cobb Site Devel.
Base Bid			
Segment No. 1	$1,726,530.20	$1,850,255.95	$1.950,559.80
Segment No. 2	$1,856,761.05	$1,854,477.35	$2,244,154.83
Segment No. 3	$2,817,399.50	$2,929,214.15	$3,158,458.17
Deductive Alt. No. 1			
Segment No. 1	$47,419.70	$49,149.42	$65,821.94
Segment No. 3	$29,640.35	$33,509.35	$41,373.98
Deductive Alt. No. 2			
Segment No. 1	$201,835.35	$190,195.80	$207,839.22
Segment No. 2	$307,532.80	$278,199.95	$410,187.96
Segment No. 3	$402,058.75	$377,567.95	$408,288.81
Bid w/Alternates			
Segment No. 1	$1,477,275.15	$1,610,910.73	$1,676,898.64
Segment No. 2	$1,549,228.25	$1,576,277.40	$1,833,966.87
Segment No. 3	$2,385,700.40	$2,518,136.85	$2,708,795.38

Ajax Paving Industries, LLC. has a long history of working with Hardee County and has previously been awarded roadway contracts funded by FDOT in Hardee County for which I have been Engineer of Record. I find their work to be of the highest quality and they have consistently finished projects on time or ahead of schedule.

Given the bid prices above and trying to meet the grant funds available, I have spoken with County Staff, and I find the bid of Ajax Paving Industries of Florida, LLC to be the lowest qualified bid. I hereby recommend award to Ajax Paving Industries of Florida, LLC as follows:

Base Bid, Segment No.1, w/Alternates No. 1 and 2: **for a combined total of $1,477,275.15**

Base Bid Segment No. 2, w/Alternate No. 2: **for a combined total of $1,549,228.25**

Base Bid Segment No. 3, w/Alternates No. 1 and 2: **for a combined total of $2,385,700.40**

This recommendation should not be construed as a guarantee of the work of the Contractor.

Sincerely,

CHASTAIN-SKILLMAN, INC.

W.R. Cauthan, P.E.
Vice President Civil Engineering

P:\1035005\Documents\Bidding_Construction\1035005-WRC-2024-12-17-Bid Recommendation.doc.docx

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: **November 13, 2024**

ADDENDUM No. 1

Project.: **CR 663 Milling and Resurfacing Project**
Segment 1, Sta 81+00 to Sta 174+00, FPN No. 445070-1-54-01
Segment 2, Sta 174+00 to Sta 308+32, FPN No. 445068-1-54-01
Segment 3, Sta 308+32 to Sta 486+78, FPN No. 445065-1-54-01

County Invitation to Bid No. ITB-25-001

Owner: Hardee County Board of County Commissioners
Attn: Purchasing Department
205 Hanchey Road
Wauchula, Florida 33873

Please find the following revisions and clarification to the bid documents from questions received from the Bidders on the above project.

Response to Bidders General Questions:

General Information:

1. **Not Applicable**

Questions and Responses:

1. Question: Is there an excel version of the bid quantities available for the referenced project?

   Answer: Please find the attached excel files for the Tabulation of Quantities for Segment 1, Segment 2, Segment 3, Deductive Alternate No. 1 and Deductive Alternate No. 2. All formulas have been removed. The bidder shall be responsible for inserting formulas for calculating if desired. The bidder accepts all responsibility for their use and neither the Owner nor the Engineer accepts any responsibility for use of these files. These sheets are not to be submitted with the bid. All unit prices and total prices shall be transferred to the bid form within Section 00 41 00 of the Project Manual.

If you have any questions or comments regarding this addendum, contact:

W. R. Cauthan, P.E.
205 East Orange Street
Lakeland, Florida 33801-4611
Phone (863) 327-1709, or by Email: rcauthan@chastainskillman.com

THIS ADDENDUM NO. 1 IS BEING SENT BY EMAIL TO ALL REGISTERED BIDDERS, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY PRINTING AND COMPLETING BELOW INFORMATION AND RETURN EMAIL.

_____	_____	_____
COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: **December 2, 2024**

ADDENDUM No. 2

Project.: **CR 663 Milling and Resurfacing Project**
Segment 1, Sta 81+00 to Sta 174+00, FPN No. 445070-1-54-01
Segment 2, Sta 174+00 to Sta 308+32, FPN No. 445068-1-54-01
Segment 3, Sta 308+32 to Sta 486+78, FPN No. 445065-1-54-01

County Invitation to Bid No. ITB-25-001

Owner: Hardee County Board of County Commissioners
Attn: Purchasing Department
205 Hanchey Road
Wauchula, Florida 33873

Please find the following revisions and clarification to the bid documents from questions received from the Bidders on the above project.

Response to Bidders General Questions:

General Information:

1. **To clarify a question that was raised at the pre-bid conference, the excel files for the Tabulation of Quantities have been provided by Hardee County. The difference stated in Addendum No. 1 that was revised during the pre-bid conference, is that the printed tabulation from the excel file can be submitted with the bid. They do not have to be transferred to the bid form in the Project Manual. It is the Bidder's responsibility to make his/her intentions clear.**

Additional Questions and Responses:

1. Question: On plan sheet PP-09 at station 125+00 -RT RD WAY for example the plans state 30" CMP (CRUSHED). It also states to construct 44LF of 30" RCP. There are other plan sheets for example plan sheet PP-07 labeling 18" CMP (CRUSHED) at three locations. Do these sections get removed and replaced also as it does not specify. Please advise.
   Answer: You are correct that the existing 30" side drain on PP-09 at station 125+00, RT. is crushed and does show 44 ft. of 30" RCP being constructed with two mitered ends and is listed on the Tabulation of Quantities for Segment 1. Some side drains that are crushed (as those shown on PP-07) were not replaced. When bids are received, if there is room in the budget, these other locations might be addressed through a change order. For now, please bid the project as designed.

2. Question: We are questioning the need for an as-built survey for the entire length of the project. Typical FDOT projects do not require pavement as-builts. Is this a requirement.
   Answer: The As-built survey is a part of the project in accordance with the requirements listed in Section 01 78 00 of the Project Manual. We especially need those areas of Special Flood Plain Compensation noted in the Pre-bid Conference minutes. Depending on the bids received, this is an area that might be discussed later. Please bid the project as designed.

3. Question: Is there an Asphalt Index adjustment for the project.
   Answer: No! When the bids are awarded, the County needs to know what the final price of the project will be, as compared to the grant funds available.

4. Question: Will there be Pay Adjustments to the asphalt based on QC testing?
   Answer: No! When the bids are awarded, the County needs to know what the final price of the project will be, as compared to the grant funds available.

5. Question: Pay Item 285-704. Optional Base Group 4. Can any FDOT optional base material be used for this item?
   Answer: The Tabulation of Quantities shows this item as Limerock. Due to the southerly project location, we will also accept Shell Rock, LBR 100, or we will accept B-12.5 asphalt base (no additional cost to the County).

6. Question: Can you clarify the Deductive Alternates Item: Bid Number 101-1, 10% Mobilization. Is this to be based on 10% of what?
   Answer: This item should have been labeled as "Mobilization." Certainly, if the deductive alternate is deleting a designated length of the roadway, there is reduction in the surveying, testing and because of the reduced price, maybe even the Payment and Performance Bond. This is an area to be determined solely by the bidder. If the bidder determines that a deduct is warranted, then this line item is where it goes. If the bidder determines that no deduct is warranted, then he can list zero for this item. The low bidder will be awarded this bid.

If you have any questions or comments regarding this addendum, contact:

W. R. Cauthan, P.E.
205 East Orange Street
Lakeland, Florida 33801-4611
Phone (863) 327-1709, or by Email: rcauthan@chastainskillman.com

THIS ADDENDUM NO. 2 IS BEING SENT BY EMAIL TO ALL REGISTERED BIDDERS, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY PRINTING AND COMPLETING BELOW INFORMATION AND RETURN EMAIL.

COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE

Date Published: 11-8-24

SCHEDULE OF EVENTS

ITB NO. 25-001

The schedule of events, relative to this procurement shall be as follows. The County reserves the right to delay or modify the scheduled dates and provide notice to all Respondents.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of	11-08-24	
2	Mandatory Pre-Response Meeting – Public Works Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	11-19-24	2:00 P.M.
3	Closing Date for Respondent Questions	11-26-24	3:00 P.M.
4	County Answers to Questions by Respondents	12-04-24	3:00 P.M.
5	Responses Due & Opened in person	12-12-24	2:00 P.M.
6	County Manager Issues Recommendation to Board of County Commissioners	TBD	
7	BOCC Meeting to Approve Ranking and Authorize Negotiations	TBD	
8	Negotiations (if needed)	As-needed	As-needed

A public opening will take place at or soon thereafter 2:00 p.m. on December 12, 2024, in the County's Public Works Division conference room located at 205 Hanchey Road, Wauchula, Fl. 33873. A submittal by facsimile or electronic mail (email) will not be accepted. Any response received after 2:00 p.m. local time on said date shall not be accepted under any circumstances. Any uncertainty regarding the time a bid response is received will be resolved against the Respondent.

The County reserves the right to reject any and all responses, to waive any and all non-material irregularities and technicalities to re-advertise for bid's with or without changes in the scope of work, to award in whole or in part of one or more Respondents or take any other such actions that may be deemed to be in the best interest of the County.

This Bid is available on DemandStar, by email or hardcopy. To request a hard copy, contact:

Carmen C. Soles, Procurement Manager
Tel. No. 863-773-5014
Email: carmen.soles@hardeecountyfl.gov

AGENDA ITEM NO. 4.N

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-34 - County Road 663 Supplemental Funding Agreement for Segment 1.
SUGGESTED ACTION:	

ATTACHMENTS:

Agenda Memo_SFGSA_CR 663_445065-1_445070-1.pdf
Resolution 2025-34 -CR 663_FPID#445070-1 (Segment 1).doc
1035005-WRC-2023-FDOT-EXHIBIT.pdf
Supp Agreement PDF.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#445065-1-54-01(Segment 3) and 445070-1-54-01 (Segment 1)
State Funded Grant Supplemental Agreement

Date: February 6, 2025

On January 9, 2025, FDOT notified the County of the funding request approval for the CR 663 construction shortfall in the amount of $365,440. This is the **2nd County request** for additional funding that FDOT graciously approved for CR 663.

For the Southern Segment 1 (FPN 445070-1), FDOT added $284,519.00 to fund the cost difference of the lowest bid amount, accepting deductive alternates 1 & 2, thereby increasing the contract amount from $1,443,212 to $1,727,731.00 with a reduced length of 1.640 miles (reduction of 640 ft).

For the Northern Segment 3 (FPN 445065-1), FDOT added $80,921.00 to fund the cost difference of the lowest bid amount accepting deductive alternates 1 & 2, thereby increasing the contract amount from $2,889,476.00 to $2,970,397.00 with a reduced length of 3.318 miles (reduction of 328 ft.).

Again, back in March 2023, the County initially requested for $2,024,913.70 additional funding but FDOT went “above and beyond” and approved a total of **$2,889,476** which is almost $900K more than our **1st request**.

FDOT fully understood the County’s need to complete this project in a timely manner since this is mixed with State ARPA funds which has a hard CLOSE OUT deadline set for ***December 01, 2026***.

A budget amendment will be made for the additional funding of $365,440 for the 2 segments of CR 663 since this is not accounted for in FY 2025.

RESOLUTION 2025-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF COUNTY ROAD 663 (CR 663) WITH FPID# 445070-1-54-01 (SEGMENT 1); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, political subdivision of the State of Florida, has the authority to enter into agreements; and

WHEREAS, Hardee County is designated as a small county meeting the requirements under the Small County Outreach Program (SCOP) pursuant to Section 339.2818, Florida Statutes; and the Small County Road Assistance Program (SCRAP) pursuant to Section 339.2816, Florida Statutes; and

WHEREAS, CR 663, approximately 1.640 miles (Segment 1), from Station 87+40.00 to Station 174+00.00 north of DeSoto Countyline; and

WHEREAS, the CR 663 project identified under Florida Department of Transportation's (FDOT) Financial Project ID# 445070-1-54-01 will now fund $1,727,731.00 from the previous $1,443,212.00 with additional funding in the amount of $284,519.00 under the Small County Outreach Program (SCOP) pursuant to Florida Statue Section 339.2818; and the Small County Road Assistance Program (SCRAP) pursuant to Florida Statue Section 339.2816; and

WHEREAS, the CR 663 project will benefit County residents.

NOW, THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Adoption. The BOCC hereby approves and adopts the Florida Department of Transportation's (FDOT) State-Funded Grant Supplemental Agreement related to the CR 663 project in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager or designee is authorized and directed to execute the agreement, in substantially the attached form, subject to review and approval by the County Attorney for legal sufficiency and all additional any forms or documents necessary to implement the purposes of this Resolution.

Section 4. Approval and Authorization to Expend Funds. The County Manager or designee is authorized to expend funds in the approximate amount of $ 1,727,731.00 as provided for in this Resolution.

Section 5. Severability. The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 20th day of February 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

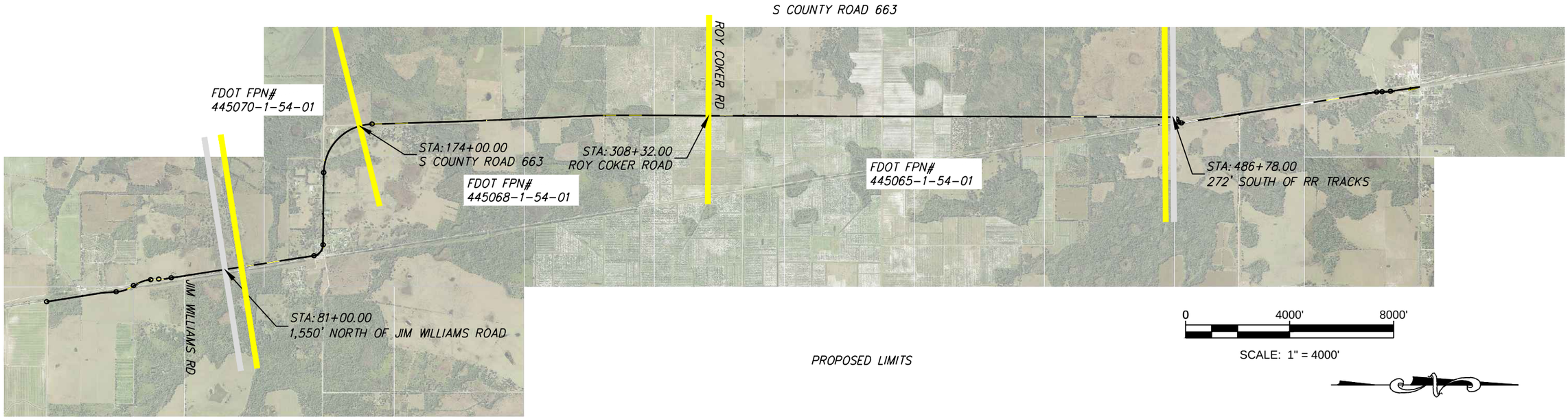
(SEAL)

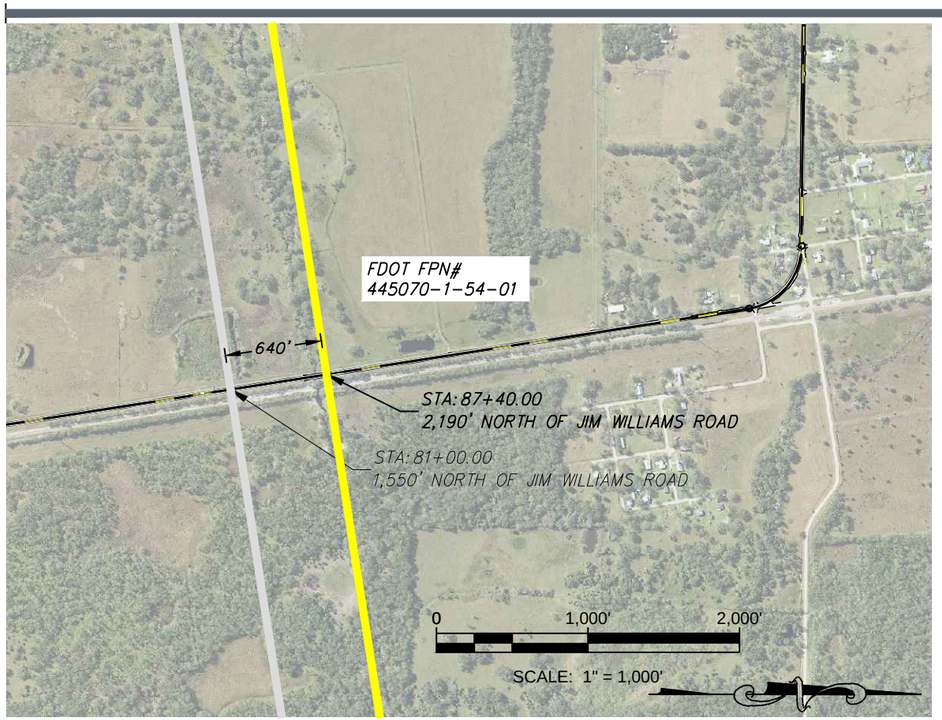
ATTEST:

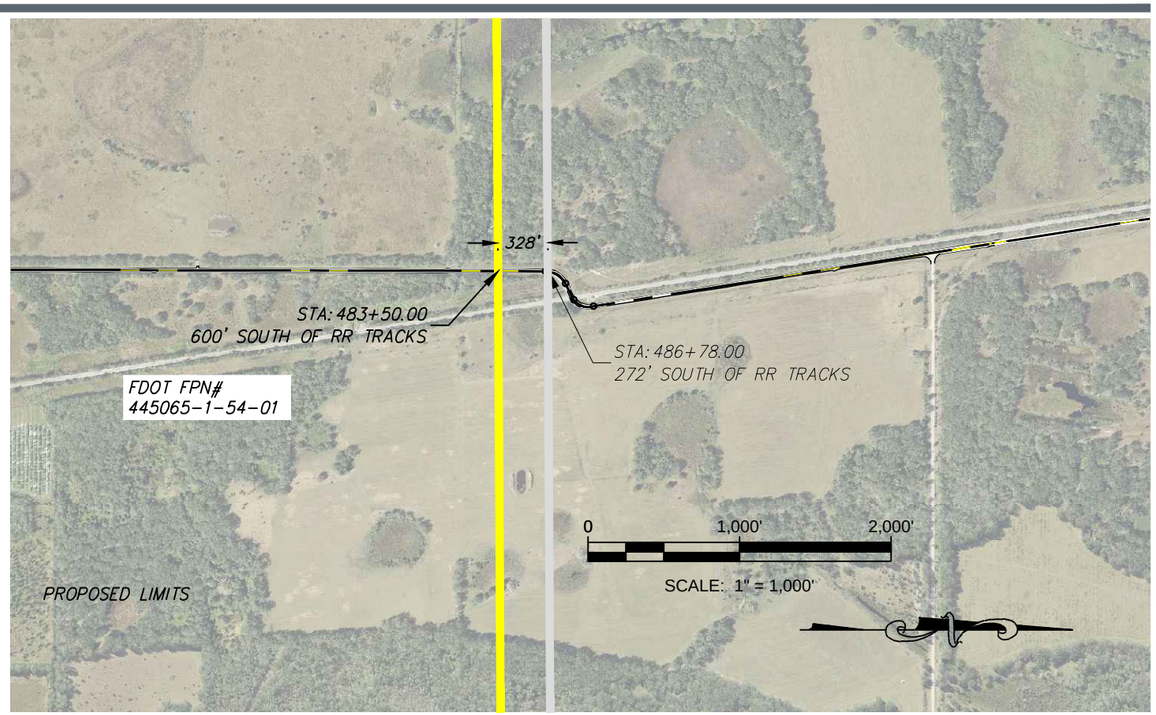
_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney







NUMBER	DATE	DESCRIPTION
P-4	08/16/2024	REVISED GUARDRAIL LENGTHS AND ANCHORAGES
P-3	07/17/2024	REVISED PER FDOT COMMENTS
P-2	06/12/2024	ISSUED TO FDOT FOR 100% REVIEW
P-1	05/08/2024	REVISED PER FDOT 60% COMMENTS
P-0	03/28/2024	ISSUED TO FDOT FOR 60% REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
CR-663 HARDEE COUNTY, FLORIDA

ORIGINAL VS PROPOSED PROJECT LIMITS

This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

P:\1035005\CAD\Civil\1035005\Production Drawings\1035005-WRC-2023-FDOT-EXHIBIT.dwg 11x17 (Civil)-BOTTOM (2) Jan 09, 2025 11:06am by: rcarnahan

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G2L03

FPN
445070-1-54-01/02

Recipient: Hardee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 22nd, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

On Page 1, Paragraph 6, a. & b. Project Cost, of the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22, 2023 is replaced in it's entirety with the following:

a. The estimated cost of the Project is $1,727,731.00 (One Million Seven Hundred Twenty-Seven Thousand Seven Hundred and Thirty-One Dollars.) This amount is based upon the Schedule of Financial Assistance in Exhibit "B", Schedule of Financial Assistance, attached to and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by mutual execution of an amendment of the Agreement by Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,727,731.00 and additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Departments participation may be increased or reduced upon a determination of the actual bid amount of the Dependents participation. The Recepient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or defecits incurred in connection with completion of the Project.

The Exhibit "A" Project Description and Responsibilities is replaced in it's entirety by the revised Exhibit "A" Project Description and Responsibilities and is incorporated by reference.

The Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Hardee County $284,519.00 (Two Hundred Eighty-Four Thousand Five Hundred Nineteen Dollars) in additional funding (phase 54) has been programmed to the project. Project total is now $1,727,731.00 (One Million Seven Hundred Twenty - Seven Seven Hundred Thirty-One Dollars).

The Exhibit "C" Engineer's Certification of Compliance is replaced in it's entirety by the revised Exhibit "C" Engineer's Certification of Compliance and is incorporated by reference.

The Exhibit "J" State Financial Assistance (Florida Single Audit Act) is replaced in it's entirety by the revised Exhibit "J" State Financial Assistance (Florida Single Audit Act) and is incorporated by reference.

Any and all other terms and provisions in the State Funded Grant Agreement executed on May 22nd, 2023 remain in effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Hardee County requesting additional SCRAP FY 24/25 funding in the amount of $284,519.00 for construction funding due to the cost increase resulting from higher bids received.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS

_____

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445070-1-54-01/02

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Hardee County(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.753 miles

PROJECT DESCRIPTION: CR 663 from N of Jim Williams Road to CR 663/ 665

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with the design, construction, and CEI for the resurfacing of CR 663 from N of Jim Williams Road to CR 663/ 665, approximately 1.753 miles. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for Hardee County to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to County specifications.

2. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

3. Maintain and or upgrade the safety of the project by protecting roadside hazards when appropriate.

4. Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.

5. Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

6. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

7. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

9. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

11. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

12. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by	June 30, 2024
b) Right-of-Way to be certified by	June 30, 2024
c) Construction contract to be let by	December 31, 2024
d) Construction to be completed by	May 01, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Upon receipt of an invoice the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445070-01-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2023**	Maximum Department Participation (GRSC)	$962,846.00	$	$962,846.00	☐ In-Kind ☐ Cash
FY: **2023**	Maximum Department Participation (SCED/SCOP)	$65,227.00	$	$65,227.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,028,073.00 %	$ 0.00 %	$1,028,073.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54) FY: **2023**	Maximum Department Participation (SCOP)	$415,139.00	$	$415,139.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (GRSC)	$284,519.00	$	$284,519.00	☐ In-Kind ☐ Cash
	Total **Phase 54** Cost	$699,658.00 100.00%	$ 0.00 %	$699,658.00 100.00%	
	TOTAL COST OF THE PROJECT	$1,727,731.00	$ 0.00	$1,727,731.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
01/21/2025 | 4:47 PM EST

Signature Date

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Hardee County

PROJECT DESCRIPTION:CR 663 from Desoto County Line to CR 665

FPID#: 445070-1-54-01/02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 9806A9C3-DF70-41B2-9434-FF6C1C8AFBBB

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $1,727,731.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

AGENDA ITEM NO. 4.O

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 6, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-35, County Road 663 Supplemental Funding Agreement for Segment 3.
SUGGESTED ACTION:	

ATTACHMENTS:

Agenda Memo_SFGSA_CR 663_445065-1_445070-1.pdf
Resolution 2025-35 -CR 663_FPID#445065-1 (Segment 3).doc
1035005-WRC-2023-FDOT-EXHIBIT.pdf
Supp Agreement PDF.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#445065-1-54-01(Segment 3) and 445070-1-54-01 (Segment 1)
State Funded Grant Supplemental Agreement

Date: February 6, 2025

On January 9, 2025, FDOT notified the County of the funding request approval for the CR 663 construction shortfall in the amount of $365,440. This is the **2nd County request** for additional funding that FDOT graciously approved for CR 663.

For the Southern Segment 1 (FPN 445070-1), FDOT added $284,519.00 to fund the cost difference of the lowest bid amount, accepting deductive alternates 1 & 2, thereby increasing the contract amount from $1,443,212 to $1,727,731.00 with a reduced length of 1.640 miles (reduction of 640 ft).

For the Northern Segment 3 (FPN 445065-1), FDOT added $80,921.00 to fund the cost difference of the lowest bid amount accepting deductive alternates 1 & 2, thereby increasing the contract amount from $2,889,476.00 to $2,970,397.00 with a reduced length of 3.318 miles (reduction of 328 ft.).

Again, back in March 2023, the County initially requested for $2,024,913.70 additional funding but FDOT went “above and beyond” and approved a total of **$2,889,476** which is almost $900K more than our **1st request**.

FDOT fully understood the County’s need to complete this project in a timely manner since this is mixed with State ARPA funds which has a hard CLOSE OUT deadline set for ***December 01, 2026***.

A budget amendment will be made for the additional funding of $365,440 for the 2 segments of CR 663 since this is not accounted for in FY 2025.

RESOLUTION 2025-35

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF COUNTY ROAD 663 (CR 663) WITH FPID # 445065-01-54-01 (SEGMENT 3); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, political subdivision of the State of Florida, has the authority to enter into agreements; and

WHEREAS, Hardee County is designated as a small county meeting the requirements under the Small County Road Assistance Program (SCRAP) pursuant to Section 339.2816, Florida Statutes; and the Small County Outreach Program (SCOP) pursuant to Section 339.2818, Florida Statutes; and

WHEREAS, CR 663, approximately 3.318 miles (Segment 3), from Station 308+32.00 to Station 483+50.00, south of SR 64; and

WHEREAS, the CR 663 project identified under Florida Department of Transportation's (FDOT) Financial Project ID# 445065-1-54-01 will now fund $2,970,397.00 from the previous $2,889,476.00 with additional funding in the amount of $80,921.00 under the Coronavirus State and Local Fiscal Recovery Funds Program established by the American Rescue Plan Act of 2021 (ARPA) pursuant to Florida Statue Section 339.2816 and 339.2818; and

WHEREAS, the CR 663 project will benefit County residents.

NOW, THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Adoption. The BOCC hereby approves and adopts the Florida Department of Transportation's (FDOT) State-Funded Grant Supplemental Agreement related to the CR 663 project in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager or designee is authorized and directed to execute the agreement, in substantially the attached form, subject to review and approval by the County Attorney for legal sufficiency and all additional any forms or documents necessary to implement the purposes of this Resolution.

Section 4. Approval and Authorization to Expend Funds. The County Manager or designee is authorized to expend funds in the approximate amount of $ 2,970,397.00 as provided for in this Resolution.

Section 5. Severability. The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 20th day of February 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

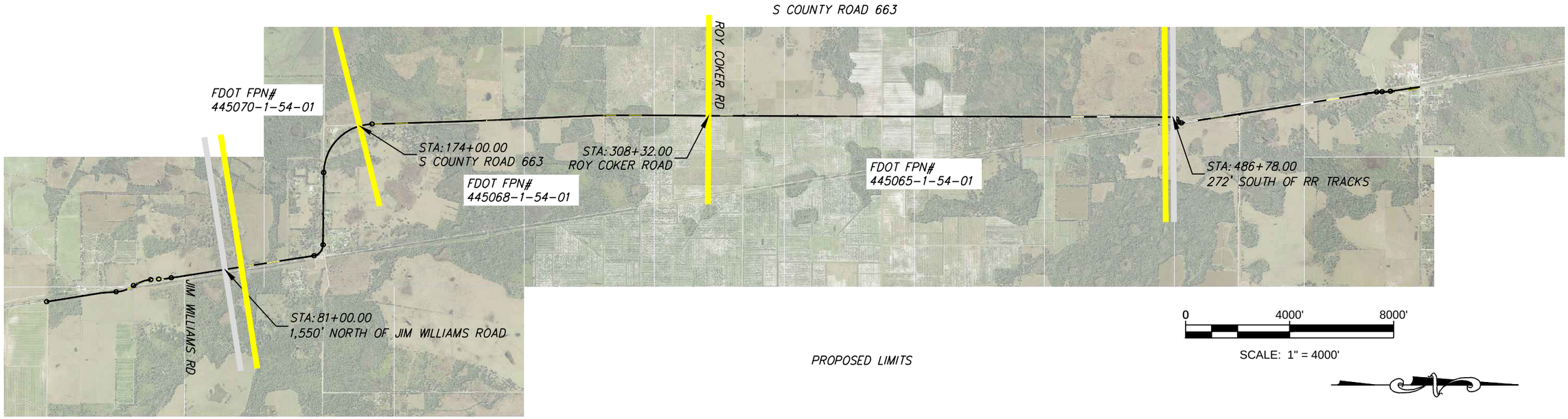
(SEAL)

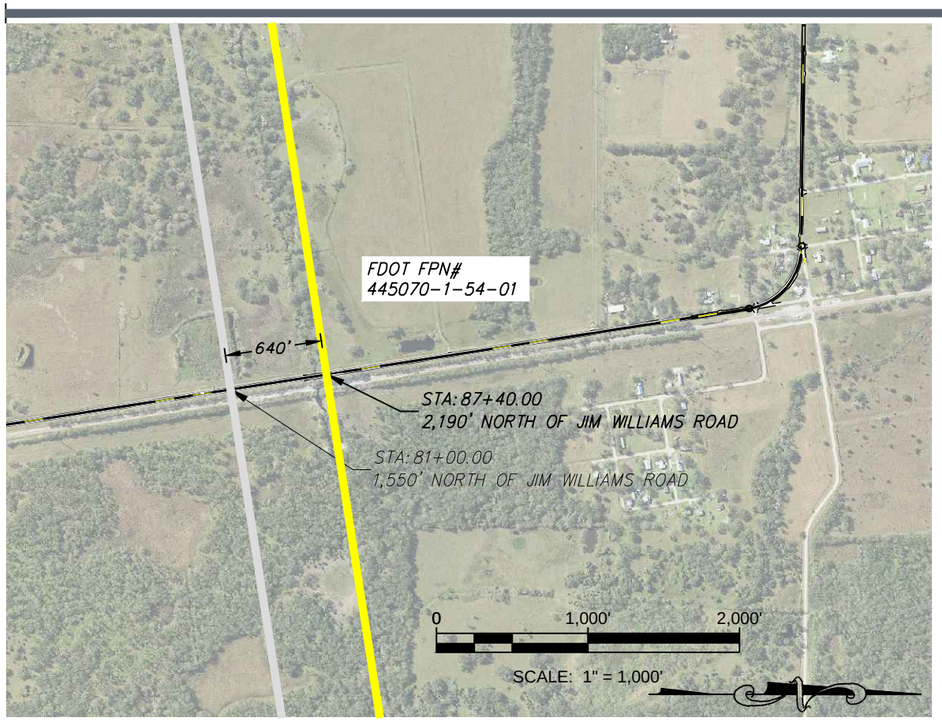
ATTEST:

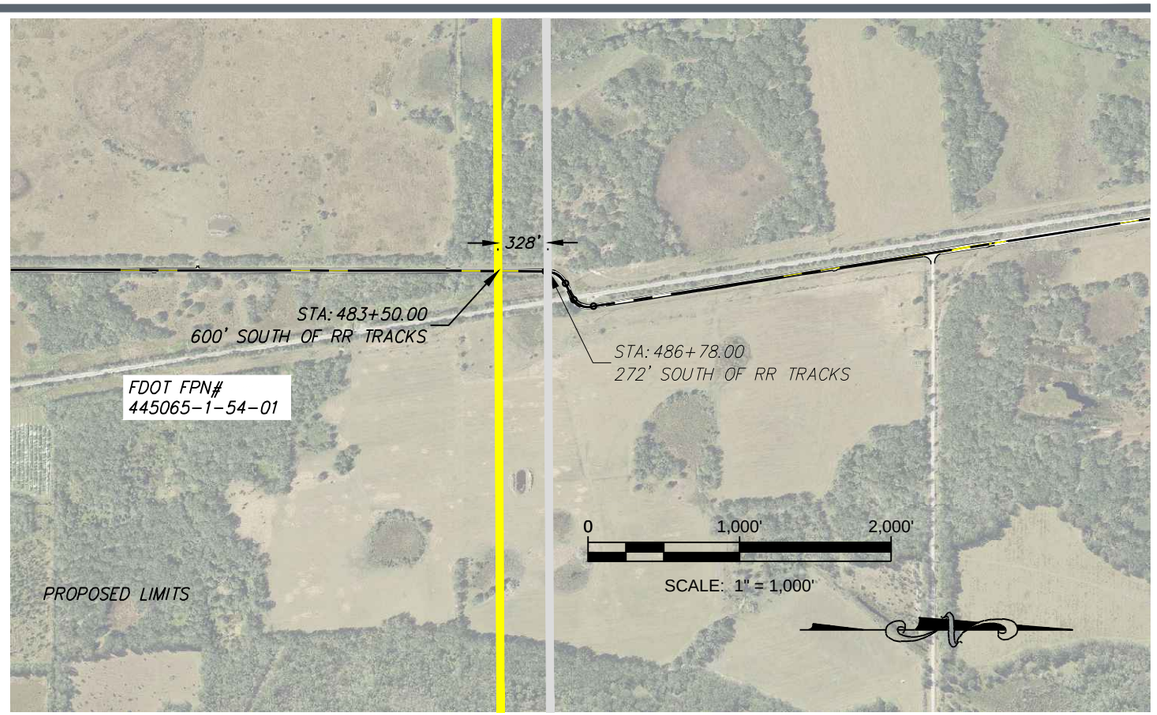
_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney







NUMBER	DATE	DESCRIPTION
P-4	08/16/2024	REVISED GUARDRAIL LENGTHS AND ANCHORAGES
P-3	07/17/2024	REVISED PER FDOT COMMENTS
P-2	06/12/2024	ISSUED TO FDOT FOR 100% REVIEW
P-1	05/08/2024	REVISED PER FDOT 60% COMMENTS
P-0	03/28/2024	ISSUED TO FDOT FOR 60% REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
CR-663 HARDEE COUNTY, FLORIDA

ORIGINAL VS PROPOSED PROJECT LIMITS

This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

P:\1035005\CAD\Civil\1035005\Production Drawings\1035005-WRC-2023-FDOT-EXHIBIT.dwg 11x17 (Civil)-BOTTOM (2) Jan 09, 2025 11:06am by: rcarnahan

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G2L00

FPN
445065-1-54-01/02

Recipient: Hardee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 22nd, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

On Page 1, Paragraph 4, a. & b. Project Cost, of the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22, 2023 is replaced in it's entirety with the following:

a. The estimated cost of the Project is $2,970,397.00 (Two Million Nine Hundred Seventy Thousand Three Hundred abd Ninety-Seven Dollars.) This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5. i.

b. The Department agrees to participate in the Project cost up to the maximum amount of $2,970,397.00 and as more fully described in Exhibit "B". The Subrecipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

The Exhibit "A" Project Description and Responsibilities is replaced in it's entirety by the revised Exhibit "A" Project Description and Responsibilities and is incorporated by reference.

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Hardee County $80,921.00 (Eighty Thousand Nine Hundred Twenty-One Dollars) in additional funding (phase 54) has been programmed to the project. Project total is now $2,970,397.00 (Two Million Nine Hundred Seventy Thousand Three Hundred and Ninety-Seven Dollars).

The Exhibit "G" Engineer's Certification of Completion is replaced in it's entirety by the revised Exhibit "G" Engineer's Certification of Compliance and is incorporated by reference.

The Exhibit "P-1" is replaced in it's entirety by the revised Exhibit "P-1" and is incorporated by reference.

The Exhibit "P-2" is replaced in it's entirety by the revised Exhibit "P-2" and is incorporated by reference.

Any and all other terms and provisions in the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22nd, 2023 remain in effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Hardee County requesting additional SCRAP FY 24/25 funding in the amount of $80,921.00 for construction funding due to the cost increase resulting from higher bids received.

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STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS

_____

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445065-1-54-01/02

This exhibit forms an integral part of the Coronavirus State and Local Fiscal Recovery Funds Agreement between the State of Florida, Department of Transportation and

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.549 miles

PROJECT DESCRIPTION: CR 663 and Roy Coker Road to the PC at Station 486+78

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with the design, construction, and CEI for the resurfacing of CR 663 and Roy Coker Road to the PC at Station 486+78, approximately 3.381 miles. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for Hardee County to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to County specifications.

2. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

3. Maintain and or upgrade the safety of the project by protecting roadside hazards when appropriate.

4. Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.

5. Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

6. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

7. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

9. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

11. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

12. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Subrecipient is required to provide a copy of the design plans for the Department's review and approval, to coordinate permitting with the Department, and notify the Department prior to the commencement of any right-of-way activities.

The Subrecipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be complete by June 30, 2024
b) Right of Way certified by June 30, 2024
c) Construction contract let by December 1, 2024
d) Construction to be completed by May 1, 2026

If this schedule cannot be met, the Subrecipient shall notify the Department, in writing, and provide the Department with a revised schedule. Failure to notify the Department or provide the necessary schedule may result in the withdrawal of Department funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Upon receipt of an invoice the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

SUBRECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445065-1-54-01/02

I. PHASE OF WORK by Fiscal Year:	FY 2022/2023	FY2024/2025	FY	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 2,889,476.00	$ 80,921.00	$ 0.00	2,970,397.00
Maximum Department Participation - (ARSR)	% or $ 2,889,476.00	% or $	% or $	% or $
Maximum Department Participation - (GRSC)	% or $	% or $ 80,921.00	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$ 2,889,476.00	$ 80,921.00	$	$ 2,970,397.00
Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$
II. **TOTAL PROJECT COST:**	$ 2,970,397.00	$0.00	$0.00	2,970,397.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
FDOT Grant Manager Name

DocuSigned by:
133936697A4144B...

01/21/2025 | 3:07 PM EST

Signature Date

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "G"
ENGINEER'S CERTIFICATION OF COMPLETION

Engineer's Certification of Completion. The Subrecipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and
Hardee County

PROJECT DESCRIPTION: CR 663 & ROY COKER RD FROM STATION 308+32 TO STATION 486+78
FPID#: 445065-1-54-01/02

In accordance with the Terms and Conditions of the Coronavirus State Fiscal Recovery Funds Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLETION

In accordance with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the construction plans and specifications for the Project. The undersigned further certifies that any deviations that have been made from the approved plans are described in the List of Deviations attached to this Certification, which includes an explanation justifying the need for each deviation and the Engineer's acceptance of the deviation. The undersigned additionally certifies that a set of "as-built" plans certified by the Engineer of Record/CEI is attached hereto and provided to the Department in conjunction with this certification.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "G"
ENGINEER'S CERTIFICATION OF COMPLETION

Engineer's Certification of Completion. The Subrecipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and
Hardee County

PROJECT DESCRIPTION: CR 663 and Roy Coker Road to the PC at Station 486+78

FPID#: 445065-1-54-01/02

In accordance with the Terms and Conditions of the Coronavirus State Fiscal Recovery Funds Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLETION

In accordance with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the construction plans and specifications for the Project. The undersigned further certifies that any deviations that have been made from the approved plans are described in the List of Deviations attached to this Certification, which includes an explanation justifying the need for each deviation and the Engineer's acceptance of the deviation. The undersigned additionally certifies that a set of "as-built" plans certified by the Engineer of Record/CEI is attached hereto and provided to the Department in conjunction with this certification.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT P-1

INSTRUCTIONS: Subrecipient to complete this form when submitting an invoice to the department.

SUBRECIPIENT NAME:	DATES OF REPORTING PERIOD:	FDOT FINANCIAL PROJECT NO.:
Hardee County		445065-1-54-01/02

PROJECT DESCRIPTION: CR 663 and Roy Coker Road to the PC at Station 486+78

INVOICE ATTACHED: Yes No N/A		OTHER PROGRESS REPORT ATTACHED: Yes No N/A
PHOTOS ATTACHED: Yes No N/A	SUBRECIPIENT PROJECT NOTICE-TO-PROCEED DATE:	SUBRECIPIENT PROJECT ESTIMATED COMPLETION DATE:

1. PROJECT STATUS:

2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):

3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):

4. PROBLEM AREAS / OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):

SUBRECIPIENT

SUBRECIPIENT'S DESIGNATED REPRESENTATIVE

I certify that the information provided above is true and correct per the terms of the Coronavirus State and Local Fiscal Recovery Funds Agreement.

DATE	PRINTED NAME AND TITLE	SIGNATURE

FDOT

COMMENTS / NOTES

REVIEW DATE	SITE VISIT Yes No N/A	REVIEWER [PRINTED NAME & TITLE]

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EXHIBIT P-2

Hendry County
98 East Cowboy Way, LaBelle, FL 33935
Vendor No: F596000639039

Bill To:
INSERT DISTRICT EMAIL ADDRESS
Florida Department of Transportation
801 N. Broadway Street
Lakeland, FL 33830
PHONE NUMBER

Project Name: CR 835 from 27.8 MI S of US 27 to 26.8 MI S of US 27
FPN Number(s): 445072-1-54-01/02

Invoice No.:	
Invoice Period:	
Total Invoice Amount	**$0.00**
Total Invoice Amount FDOT Participating:	**$0.00**
FDOT Contract/Agreement No.	
FDOT Participation Total ($)	**$0.00**
FDOT Participation Amount (%)	**100.00%**
FDOT Contract Remaining Balance:	**$0.00**

Project Phase(s) Select from drop down menu. Must match Exhibit B of Agreement.	Phase Sequence Select from drop down menu. Must match Exhibit B of Agreement.	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
	Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Request for Payment Certification as Required by 2 CFR 200.415:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Coronavirus State Fiscal Recovery Funds award (ONLY applicable to ARPA assisted contracts). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
(U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient Signature (Authorized Official): _____ **Date:** _____

Docusign Envelope ID: 89FE59F2-CA48-4FB0-8424-291AE592F162

LOCAL AGENCY NAME
LOCAL AGENCY ADDRESS
Vendor No:

All information in this box will be completed by the local agency. Your vendor number can be found on the front page of your agreement with FDOT.

Bill To:
INSERT DISTRICT EMAIL ADDRESS
Florida Department of Transportation
STREET ADDRESS
CITY, STATE, ZIP
PHONE NUMBER

FDOT will enter in this information. This never changes. Do not edit.

Project Name:
FPN Number(s):

This information may be obtained from Page 1 of your agreement.

Invoice # for this contract.

Must match the invoices being submitted.

FDOT Contract Number located on page 1.

Leave 100% unless otherwise stated in agreement. Different % would be located on page 1 or page 2 of agreement and Exhibit B.

Invoice No.:	**3**
Invoice Period:	**6/1/2020-7/31/2020**
Total Invoice Amount	**$138,067.30**
Total Invoice Amount FDOT Participating:	**$138,067.30**
FDOT Contract/Agreement No.	**G91B6**
FDOT Participation Total ($)	**$585,000.00**
FDOT Participation Amount (%)	**100.00%**
FDOT Contract Remaining Balance:	**$335,302.43**

Other than the 4 items noted, no other items in this box need to be altered. They will be completed automatically.

Project Phase(s) Select from drop down menu. Must match Exhibit B of Agreement.	Phase Sequence Select from drop down menu. Must match Exhibit B of Agreement.	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
Phase 54/58: Construction	**Sequence 01**	500,000.00	125,567.30	125,567.30	85,630.27	288,802.43
Phase 64/68: Construction, Engineering and Inspection	**Sequence 09**	85,000.00	12,500.00	12,500.00	26,000.00	46,500.00
	Totals:	$585,000.00	$138,067.30	$138,067.30	$111,630.27	$335,302.43

Select the lines from the drop-down menu. These lines must match the Exhibit B of the agreement. Some agreements may only have one line, others may have two or three.

Enter numbers based on the Exhibit B. These will remain the same for the life of the project unless a SA is processed to add or remove funds.

Enter numbers based on the Exhibit B. These will remain the same for the life of the project unless a SA is processed to add or remove funds.

These lines will be populated automatically based upon "Current Invoice Package Amount" and "FDOT Participation Amount (%)." Cannot edit.

Enter amounts based on previous payments processed/ reimbursed by the Department on other invoices.

These lines will be populated automatically based upon the following formula:

Remaining Balance = FDOT Participation Amount By Phase - Current Invoice Package Amount - Total FDOT Previous Payment.

Request for Payment Certification as Required by 2 CFR 200.415:

By signing this report, I certify to the best of my knowledge and belief that the report is true, comp... set forth in the terms and conditions of the Federal award (ONLY applicable to Federal-aid assisted... may subject me to criminal, civil or administrative penalties for fraud, false statements, false claim... (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Authorized Official Signature: _____ Da...

Docusign Envelope ID: 89FE59F2-CA48-4FBD-8424-291AE592F162

SUBRECIPIENT NAME
SUBRECIPIENT ADDRESS
Vendor ID:

Invoice #		Financial Project ID:		Contract #		Project Description:					
	Billing Period		From (Earliest Begin):		To (Latest End):						
Line	Service Beg. Date	Service End Date	Vendor	Vendor Invoice #	Vendor Invoice Date	Check # /EFT #	Date Paid	Amount	Phase	Comments	
DESIGN											
1											
2											
3											
4											
5											
6											
7											
8											
							Total Design Invoices Amount	$ -			
CONSTRUCTION											
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
							Total Construction Invoices Amount	$ -			
CEI											
1											
2											
3											
4											
5											
6											
7											
8											
							Total CEI Invoices Amount	$ -			
							Total Amount of All Invoices	$ -			