AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

April 17, 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

Invocation provided by Pastor Scott Tharp, First Baptist Church of Bowling Green

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Cate Thompson, APWA Florida Chapter President -** Proclamation Declaring May 18-24, 2025, as National Public Works Week

- Motion to approve the proclamation declaring May 18-24, 2025, as National Public Works Week.

B. **Cindy Rodriguez, Southwest Florida Water Management District -** Proclamation Declaring April 2025 Water Conservation Month

- Motion to approve the Proclamation declaring April 2025, as Water Conservation Month.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve the budget modification 2 to the grant agreement 21-17-04 between the Hardee County Economic Development Authority and the Hardee County Board of County

Commissioners, extending the grant agreement award for Wauchula Hills water and wastewater phase 7, Highway 17 and Old Dixie Road, amending the expiration date to include until completion of the project and payment of all outstanding amounts.

B. - Motion to approve modification number 2 of the Hardee Parks Infrastructure Grant 22-20-04 between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners, updating Exhibit B of the grant award agreement for the amendments to the scope of work.

C. - Motion to approve the City of Bowling Green Community Redevelopment Agency (CRA) presentation as presented.

D. - Motion to approve the Wauchula Community Redevelopment Agency (CRA) 2023/24 Annual Report as presented.

E. - Motion to approve the County Road 664B emergency bridge repair piggyback agreement as presented.

F. - Motion to approve the fixed asset transfers and disposals as presented.

G. - Motion to approve the capital amendments as presented.

H. - Motion to approve Resolution 2025-39, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and ratifying the submission of a request to United States Congressman Franklin's fiscal year 2026 community project funding requests for the repair and replacement of the agri-civic center roof; providing for authorization, severability and for an effective date.

I. - Motion to accept the financial surety in the form of a performance bond in the amount of $45,600 for the reclamation of Mosaic Dairy Borrow Pit; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

8. BUSINESS AGENDA - Action Items:

A. **Christopher Simpron, Assistant County Manager -** Resolution 2025-40 - Award of RFQ 25-006 for the Hardee County Sheriff's Department Administration Building

- Motion to approve Resolution 2025-40, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and authorizing the negotiation and execution of an agreement with the top-ranking firm for professional architectural and engineering services for the Hardee County Sheriff's Department new administration building pursuant to request for qualifications number 25-006; providing for authorization; and providing for an effective date.

B. **Christoper Simpron -** Sovereignty Submerged Lands Easement

- Motion to approve the sovereignty submerged lands easement agreement with the State of Florida for Center Hill Bridge over Payne Creek in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

C. **Todd Miller, Community Development Director -** Shannon Marie Minor Subdivision

- Motion to approve the Shannon Marie Minor Subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

D. **Courtney Barringer, Grants Specialist -** T-Mobile Hometown Grant Application

- Motion to ratify the submission and acceptance of the T-Mobile Hometown Grant for Revitalizing Pioneer Park in the amount of $50,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

E. **Tapanga Arana, Grants Coordinator -** Resolution 2025-43 - Small Cities CDBG FFY 2023/24 Grant Application

- Motion to approve Resolution 2025-43, a Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission of the fiscal year 2023/2024 Small Cities Community Development Block Grant (CDBG) application to Florida Commerce; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and providing an effective date.

F. **Bobby Keene, Capital Projects Manager -** Resolution 2025-44 - Awarding RFQ 25-005 for the Utilities and Facilities Master Plan

- Motion to approve Resolution 2025-44, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to Request for Qualifications (RFQ) number 25-005 professional engineering services for utilities and facilities master plan and authorizing the County Manager to enter into negotiations with the top-ranked firm and if unable to negotiate a fair, competitive and reasonable agreement to negotiate with the next highest ranked firm; providing for authorization; and providing for an effective date.

G. **Diane Moore, Budget Manager -** Capital Amendments

- Motion to approve the capital amendments as presented.

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

- Motion to approve the operating amendments as presented.

9. BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)

PRESENTATION OF MOSAIC FERTILIZER, LLC 2023-2024 ANNUAL REPORTS

Presentations by:
Deb Butler, Hardee County Mining Coordinator

Mosaic Fertilizer, LLC Staff:
Introduction: Russell Schweiss - Sr. Director, Land & Resource Management
Financial Review: Marylin Catala - Senior Financial Analyst, Corporate Accounting
Reclamation Activities: Gary Blitch - Senior Manager, Reclamation; Keith Hancock - Supervisor,

Reclamation; Zachary Hutchins - Supervisor, Reclamation; Lisa Lannon - Superintendent, Reclamation
Community Relations Update: Morgan Odum - Public Affairs Manager

A. **Deb Bulter, Mining Coordinator -** Resolution 2025-16, Mosaic Fort Green Mine Southern Reserves 2023/2024 Annual Report

- Motion to approve Resolution 2025-16, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Green Mine Southern Reserves; and providing for an effective date.

B. **Deb Butler, Mining Coordinator -** Resolution 2025-17, Mosaic Fort Green and Payne Creek Mine Extension 2023/2024 Annual Report

- Motion to approve Resolution 2025-17, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Green and Payne Creek Mine Extension; and providing for an effective date.

C. **Deb Butler, Mining Coordinator -** Resolution 2025-18, Mosaic Fort Meade Mine North Hardee Extension 2023/2024 Annual Report

- Motion to approve Resolution 2025-18, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Meade Mine North Hardee Extension; and providing for an effective date.

D. **Deb Butler, Mining Coordinator -** Resolution 2025-19, Mosaic North Pasture Mine 2023/2024 Annual Report

- Motion to approve Resolution 2025-19, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's North Pasture Mine; and providing for an effective date.

E. **Deb Butler, Mining Coordinator -** Resolution 2025-20, Mosaic South Fort Meade Mine - Hardee County, Eastern Reserves and Eastern Extension 2023/2024 Annual Report

- Motion to approve Resolution 2025-20, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's South Fort Meade Mine - Hardee County, South Fort Meade Mine - Hardee County-Eastern Reserves and South Fort Meade Mine Eastern Extension; and providing for an effective date.

F. **Deb Butler, Mining Coordinator -** Resolution 2025-21, Mosaic Ona Mine 2023/2024 Annual Report

- Motion to approve Resolution 2025-21, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Ona Mine; and providing for an effective date.

G. **Deb Butler, Mining Coordinator -** Resolution 2025-22, Mosaic South Pasture Mine 2023/2024 Annual Report

- Motion to approve Resolution 2025-22, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's South Pasture Mine; and providing for an effective date.

10. MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION

A. **Deb Butler, Mining Coordinator -** Resolution 2025-25, Mosaic Fort Green Mine Southern Reserves Reclamation Approval

- Motion to approve Resolution 2025-25, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-FG-GSB(6), IMC-FG-GSB(8), IMC-FG-HC(3), IMC-FG-HC(7), IMC-FG-HC(10), IMC-FG-HC(12), IMC-FG-HC(16) located within the Fort Green Mine Southern Reserves and IMC-FG-GSB(7) located within the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the attached Exhibit B; providing for authorization and providing for an effective date.

B. **Deb Butler, Mining Coordinator -** Resolution 2025-26, Mosaic Fort Meade Mine North Hardee Extension Reclamation Approval

- Motion to approve Resolution 2025-26, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-FM-PC(1) and IMC-FM-LP(8), located within Fort Meade Mine North Hardee Extension as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

C. **Deb Butler, Mining Coordinator -** Resolution 2025-27, Mosaic North Pasture Mine Reclamation Approval

- Motion to approve Resolution 2025-27, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-PC-HB(2), IMC-PC-HB(4) and IMC-PC-OB(5), located within Mosaic North Pasture Mine as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

D. **Deb Butler, Mining Coordinator -** Resolution 2025-28, Mosaic South Pasture Mine Reclamation Approval

- Motion to approve Resolution 2025-28, A Resolution of the Board of County Commissioners of Hardee County, Florida approving the reclamation of reclamation units SP-DB-3 and SP-DB-5, located within Mosaic South Pasture Mine as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

E. **Deb Butler, Mining Coordinator -** Resolution 2025-32, Mosaic Fort Green Southern Reserves Reclamation Approval

- Motion to approve Resolution 2025-32, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a portion of reclamation unit IMC-FG-GSB(7) located within the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the attached Exhibit B; providing for authorization and

providing for an effective date.

11. MOSAIC FERTILZER, LLC ONA MINE APPLICATION FOR MINING MAJOR SPECIAL EXCEPTION & AMENDMENT TO THE MASTER MINE & RECLAMATION PLAN

A. **Deb Bulter, Mining Coordinator -** Resolution 2025-23, Mosaic Ona Mine Special Exception and Amendment to MMRP

- Motion to approve Resolution 2025-23, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending Resolution 2018-20 for the Mosaic Ona Mine, approving an amendment to the Master Mining and Reclamation Plan (MMRP); approving a mining major special exception use; finding the modification does not constitute a substantial deviation; and providing for an effective date.

12. COUNTY MANAGER NON-CONSENT

A. **Terry Atchley, County Manager -** Annual Evaluation

13. COUNTY ATTORNEY

A. **Sarah Johnston, County Attorney -** April 2025 County Attorney Report

14. OTHER BUSINESS

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- April 18, 2025 - County Offices Closed for Good Friday
- April 25, 2025 - Rooted Books & Brews First Look from 6-8 p.m.
- May 1, 2025 - BOCC Workshop at 8:30 a.m.
- May 6, 2025 - Team Huddle at 8:30 a.m.

17. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Cate Thompson, APWA Florida Chapter President -** Proclamation Declaring May 18-24, 2025, as National Public Works Week
SUGGESTED ACTION:	- Motion to approve the proclamation declaring May 18-24, 2025, as National Public Works Week.

ATTACHMENTS:
Proclamation - Public Works Week.docx

Hardee County
FLORIDA

PROCLAMATION
National Public Works Week

WHEREAS; public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life and well-being of the people of Hardee County; and

WHEREAS; these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and empolyees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential for our citizens; and

WHEREAS; it is in the public interest for the citizens, civic leaders and children in Hardee County to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS; the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Hardee County, Florida, do hereby proclaim May 18-24, 2025, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety and advancing quality of life for all.

_____ _____

Russell Melendy, Chair ***Date***

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Cindy Rodriguez, Southwest Florida Water Management District** - Proclamation Declaring April 2025 Water Conservation Month
SUGGESTED ACTION:	- Motion to approve the Proclamation declaring April 2025, as Water Conservation Month.

ATTACHMENTS:

Proclamation - Water Conservation Month.docx

PROCLAMATION
Water Conservation Month

WHEREAS; water is a basic and essential need of every living creature; and

WHEREAS; the State of Florida, Water Management Districts and Hardee County Board of County Commissioners are working together to increase awareness about the importance of water conservation; and

WHEREAS; Hardee County and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS; Hardee County has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS; every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS; every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Hardee County, Florida, do hereby proclaim April 2025 as Water Conservation Month and encourage all residents to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

_____ _____

Russell Melendy, Chair ***Date***

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the budget modification 2 to the grant agreement 21-17-04 between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners, extending the grant agreement award for Wauchula Hills water and wastewater phase 7, Highway 17 and Old Dixie Road, amending the expiration date to include until completion of the project and payment of all outstanding amounts.

SUGGESTED ACTION:

ATTACHMENTS:
21-17-04 (2nd Modification) BCC WH W&WW PH7(HWY 17-OLD DIXIE ROAD).pdf

MODIFICATION NUMBER 2 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "**EDA**") and the **HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as "**COUNTY**"), to modify the Grant Award Agreement, dated June 15, 2021.

WHEREAS, EDA and **COUNTY** on May 23, 2023, approved Modification Number 1, which extended the Agreement until June 14, 2025, and

WHEREAS, EDA and **COUNTY** desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Extend Agreement

1. The parties agree to extend the Grant Award Agreement (WH W&WW PH7 HWY 17-OLD DIXIE ROAD 21-17-04) dated June 15, 2021, until completion of the Project and payment of all outstanding amounts.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Printed Name

_____
Title

Date:_____

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Russell Melendy, Chair

Date:_____

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve modification number 2 of the Hardee Parks Infrastructure Grant 22-20-04 between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners, updating Exhibit B of the grant award agreement for the amendments to the scope of work.
SUGGESTED ACTION:	

ATTACHMENTS:
22-20-04 (2nd Modification) BCC Hardee Parks Infrastructure.pdf
Exhibit B-Project Description.docx

MODIFICATION NUMBER 2 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "**EDA**") and the **BOARD OF COUNTY COMMISSIONERS** (hereinafter referred to as "**COUNTY**"), to modify the Grant Award Agreement, dated August 16, 2022.

WHEREAS, EDA and **COUNTY** on June 18, 2024, approved Modification Number 1, which extended the Agreement until August 15, 2026, and

WHEREAS, EDA and **COUNTY** desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Scope of Work Change

    1. The parties agree to update Exhibit B of the Grant Award Agreement (HARDEE PARKS INFRASTRUCTURE 22-20-04) dated August 16, 2022, for the amendments to the scope of work.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Printed Name

_____
Title

Date:_____

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Russell A. Melendy, Chair

Date:_____

EXHIBIT B

Project Description

Hardee Lakes:

Hardee Lakes is nestled in the rural north/west part of the county with approximately 1,200 acres hosting equestrian, primitive and conventional camping areas, hiking, handicap accessible and biking trails. In 2019 the Florida Fish and Wildlife Commission (FWC) through the Florida Boating Infrastructure Program (FBIP) awarded a grant that provided for the expansion of boating and fishing docks on the lakes. In 2020 Hardee Lakes received an EDA grant for a splash pad which is anticipated to be completed fall of 2022. The park entrance is $5.00 for general admission and has covered picnic areas for public use and an indoor pavilion available for rent.

Hardee Lakes contains four lakes with approximately 375 acres for recreational boating (no wake) and fishing. The lakes are also host to fisheries managed by FWC and just recently they have expressed interest in partnering with Hardee County to expand and market a Freshwater Fishing Trail boasting Hardee Lakes nationally. The infrastructure project includes:

- ~~New 1000 sqft bathhouse - to increase shower and restroom capacity accommodating more campers.~~
- ~~Addition of potable water around Deer Lake (FKA Lake 2) to facilitate future overnight camping and rental facilities.~~
- Shoreline fishing pier with overnight boat mooring on Lake Hardee (FKA-Lake 1) providing more fishing opportunities and drawing more overnight campers with boats.-**Completed**
- Canoe rental launches at Lake Hardee and Deer Lake provide more recreational opportunities for visitors/campers of the park. -**Completed**

Pioneer Park:

Pioneer Park is strategically located at the crossroads of State Road 64 and US Hwy 17 with approximately 100 acres backed up to the historic Peace River hosting primitive and conventional camping areas, bike, foot trails, boat ramp and a Pioneer Village. Most unique to the park hidden near the river is a Wildlife Refuge housing various species which have been rescued and no longer capable of living in the wild.

Pioneer Park has several rental facilities both indoor and outdoor, a small pond and a boat launch accessing the Peace River. Annually Pioneer Park has been the forefront of Pioneer Park Days, bringing in thousands of visitors to the three-day event. The infrastructure projects include:

- **Engineer-designed plans for architectural and site development.**
- **Four-stall ADA-Compliant bathhouse with ADA-Compliant parking and utilities for full functionality.**
- **Replacing one of the existing restrooms with a fully functional ADA-Compliant facility.**
- **Renovation of the two (2) existing restrooms - to bring up to current building codes which will include ADA compliant accommodations and utility standards.**
- ~~New 800 sqft bathhouse - to increase shower and restroom facility capacity accommodating increased visitors and campers.~~
- ~~Renovation of the three (3) existing bathhouses - to bring up to current building codes which will include ADA compliant accommodations.~~

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the City of Bowling Green Community Redevelopment Agency (CRA) presentation as presented.

SUGGESTED ACTION:

ATTACHMENTS:
CoBG CRA Update.pdf

Outlook

This is our CRA revised budget.

From Pamela Durrance <citymanager@bowlinggreenflorida.org>
Date Tue 3/18/2025 1:20 PM
To Brandy Crawford <brandy.crawford@hardeecountyfl.gov>

CRA

Year 2024-2025

Account #	Description	Annual Budget 2024-2025	Revised Amended 2024/2025	Notes	Revenue Source
	REVENUE SOURCE				
50-00-3011	County Tax Increment Revenue (TIF)	$77,170.00	$92,989.00	Revised on County and Municipal Revenue	Contributions from county.
50-00-3012	City Tax Increment Revenue (TIF)	$66,268.00	$80,306.00	Revised on County and Municipal Revenue	Contributions from city.
50-00-3657	Grants	$0.00	$40,000.00		Federal, state, or private grants.
	Program Income	$0.00	$0.00		Income from CRA programs or loans.
50-00-3610	Interest Income	$59.10	$0.00		Earnings from bank accounts.
50-00-3009	Carryforward/Reserve Funds	$0.00	$126,497.00		Funds rolled over from prior years.
50-00-3615	Other Income	$0.00	$8,809.75		Specify additional revenue sources.
	Total Revenue	**$143,437.10**	**$348,601.75**		
	Expenditures				
	Operating Expenses				
50-55-5054	Dues & Subscriptions	$203.00	$495.00	$495Membership fees to FRA	Membership fees and service subscriptions.
50-55-5042	Administrative Costs	$0.00	$0.00		Office supplies, utilities, etc.
50-33-5304	Professional Services	$49,700.00	$62,624.60		Legal, consulting, and audit fees.
50-55-5048	Marketing and Promotion	$1,100.00	$500.00		Advertising and branding initiatives.
	Programs and Projects				
50-44-5305	Infrastructure Improvements	$12,324.60	$30,000.00		Sidewalks, streetscaping, lighting, city enhancements.
50-44-5307	Façade Improvement - Commercial	$40,000.00	$12,000.00		Grants for commercial building exterior upgrades.
50-44-5308	Facade Improvement - Residential	$40,000.00	$0.00		Grants for residential exterior upgrades.
	Affordable Housing Projects	$0.00	$0.00		Housing development initiatives.
	Business Incentive Programs	$0.00	$0.00		Grants or tax incentives for businesses.
50-33-5303	Public Spaces	$96,064.83	$0.00		Parks, plazas, and community centers.
	Debt Service				
50-33-5304	Principal and Interest Payments	$70,000.00	$196,501.00		Bond or loan payments.
	Capital Outlay				
	Land Acquisition	$0.00	$0.00		Purchase of property for redevelopment.
	Construction Projects	$0.00	$0.00		New or ongoing construction.
	Contingency & Reserves	$50,892.00	$46,481.15		Funds for emergencies or future use.
	Total Expenditures	**$360,284.43**	**$348,601.75**		Sum of all expenditure categories.
	Summary				
	Revenue	$143,437.10	$348,601.75		
	Expenditures	$360,284.43	$348,601.75		
	Net Balance	($216,847.33)	$0.00		

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Pamela Durrance
City Manager
City of Bowling Green
863-375-2255
104 E. Main Street
Bowling Green, FL. 33834

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Community Redevelopment Agency (CRA) Bud Agency Name: City of Bowling Green
Fiscal Year: 2024/2025 **Contact Information: Pamela Durrance**

Revenue **24/25**

Revenue Source	Budgeted	Notes	Projects 24/25
Tax Increment Revenue (TIF)	$ 92,989.00	Contributions from county.	
Tax Increment Revenue (TIF)	$ 80,306.00	Contributions from city.	
Grants	$ 40,000.00	Federal, state, or private grants.	Florida Commerce Grant CRA Plan
Program Income	$ -	Income from CRA programs or loans.	
Interest Income	$ -	Earnings from bank accounts.	
Carryforward/Reserve Funds		Funds rolled over from prior years.	
Other Income		Specify additional revenue sources.	
Total Revenue	**$ 213,295.00**	**Sum of all revenue sources.**	

Expenditures **24/25**

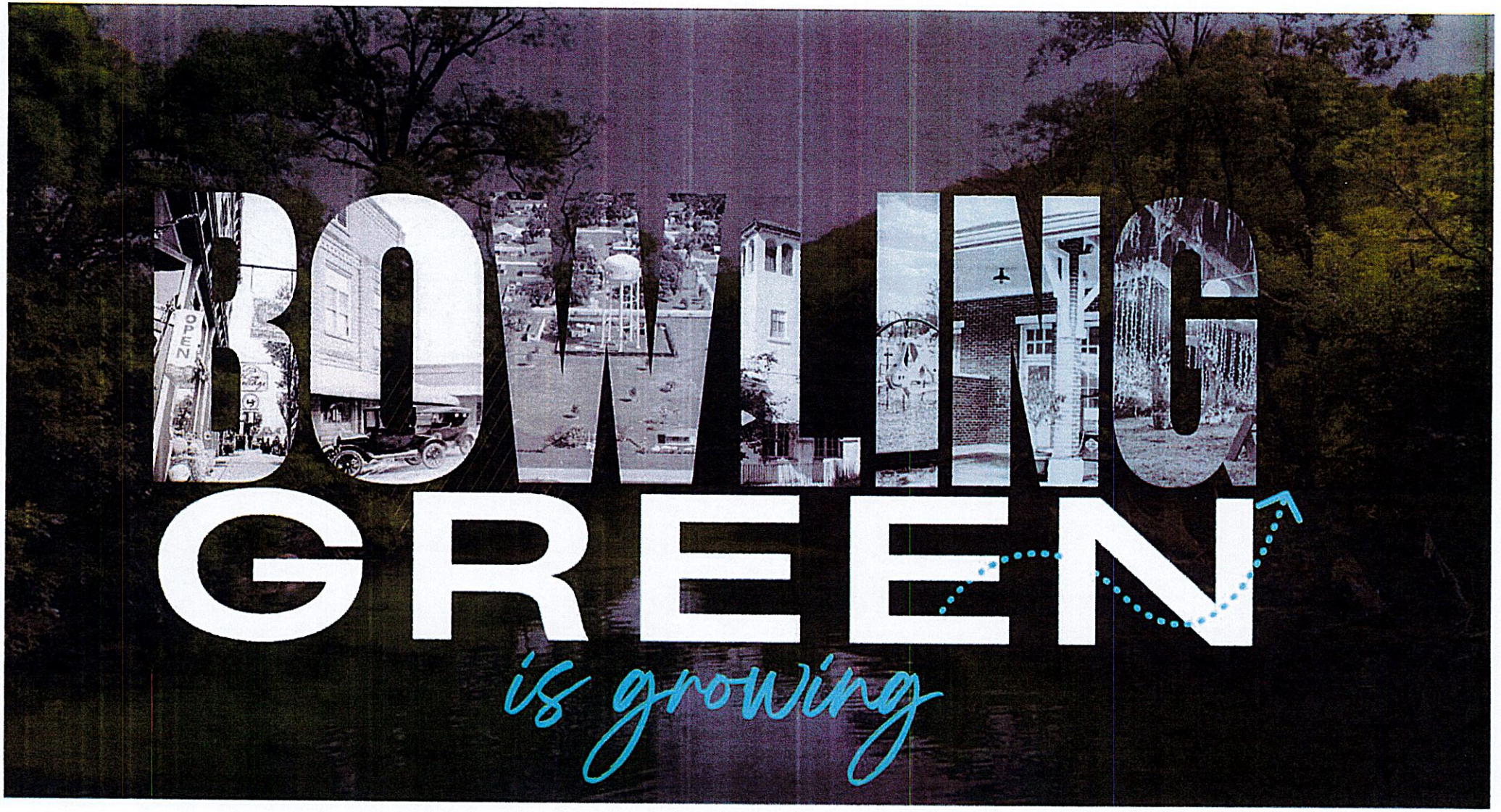
Category	Budgeted	Notes	Projects 24/25
Operating Expenses			
Dues & Subscriptions	$ 203.00	Membership fees and service subscriptions.	$203 Membership fees to FRA
Administrative Costs	$ -	Office supplies, utilities, etc.	
Professional Services	$ 49,700.00	Legal, consulting, and audit fees.	$9700 audit & CRA Plan
Marketing and Promotion	$ 500.00	Advertising and branding initiatives.	
Programs and Projects			
Infrastructure Improvements	$ 30,000.00	Sidewalks, streetscaping, lighting, city enhancements.	$27960.30 double sided city entry signs
Facade Improvement Programs	$ 12,000.00	Grants for commercial building exterior upgrades.	$12,000 Facade grant for oil & lube store
Facade Improvement Programs	$ -	Grants for residential exterior upgrades.	
Affordable Housing Projects	$ -	Housing development initiatives.	
Business Incentive Programs	$ -	Grants or tax incentives for businesses.	
Public Spaces	$ -	Parks, plazas, and community centers.	

Debt Service			
Principal and Interest Payments	$ 70,000.00	Bond or loan payments.	
Capital Outlay			
Land Acquisition	$ -	Purchase of property for redevelopment.	
Construction Projects		New or ongoing construction.	
Contingency and Reserves	$ 50,892.00	Funds for emergencies or future use.	
Total Expenditures	**$ 213,295.00**	**Sum of all expenditure categories.**	

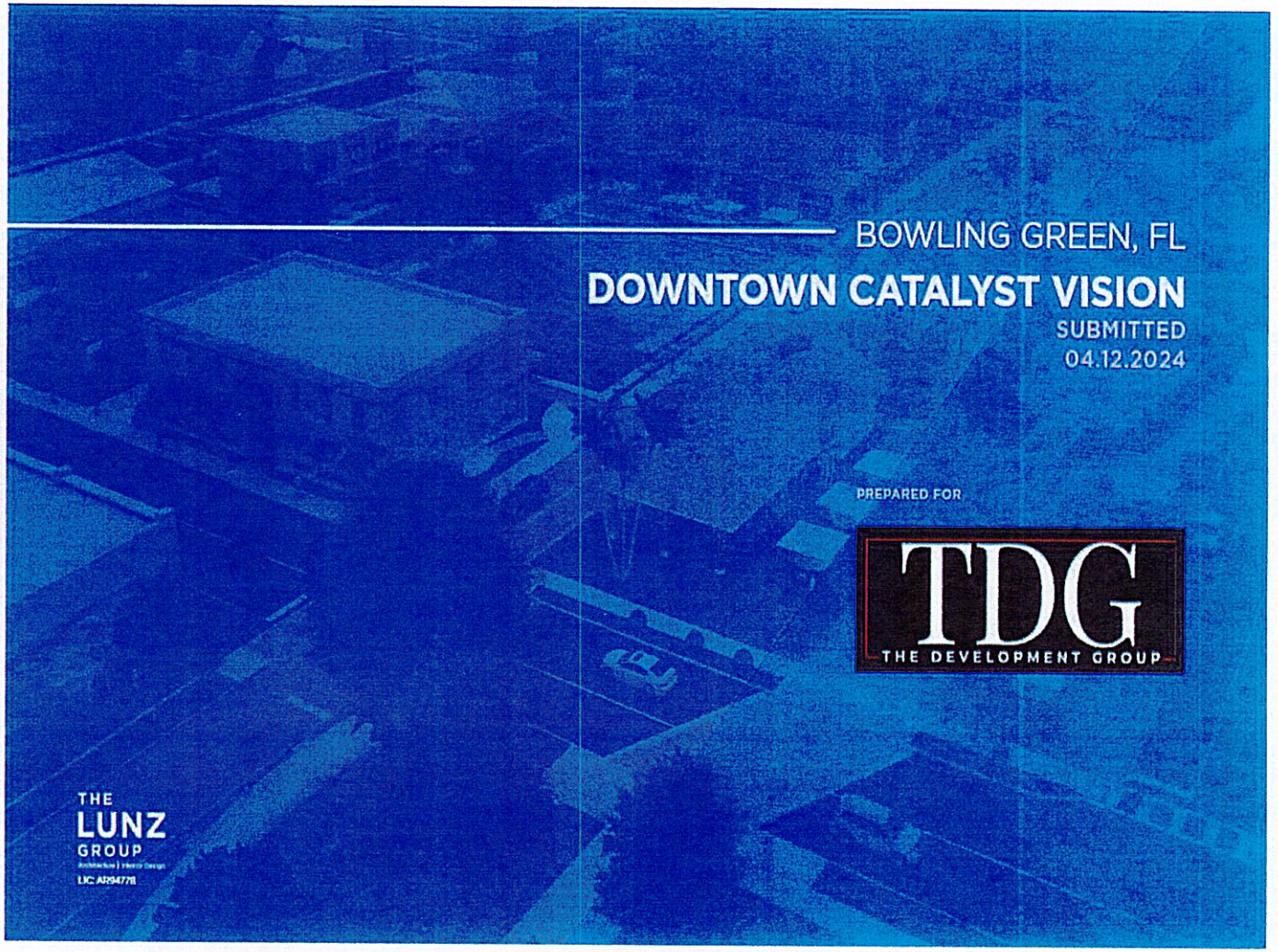
Summary

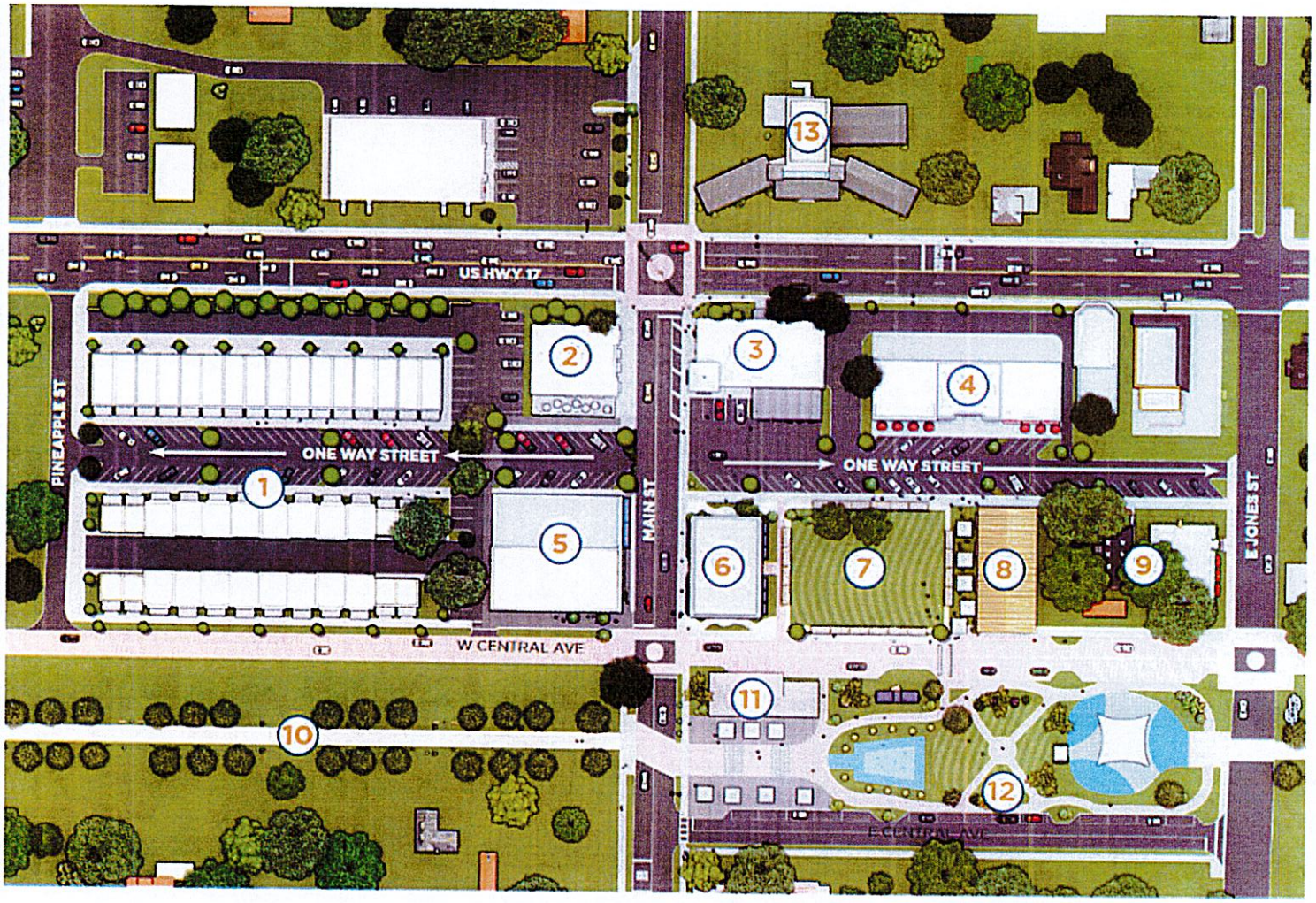
24/25

Item	Amount		
Total Revenue	$ 213,295.00		
Total Expenditures	$ 213,295.00		
Net Balance	$ -		


BOWLING
GREEN
is growing

The City of Bowling Green extends a heartfelt thank you to The Development Group and The Lunz Group for your partnership and dedication. Your vision and support are helping us shape a brighter future for our community.





LEGEND

1. Townhome Development
2. Former City Hall Location Commercial Development
3. City Hall
4. Commercial / Retail
5. Renovated of Existing Building
6. Mixed Use Arcade Building
7. Great Lawn / Bowling Green
8. Renovation Indoor / Outdoor Venue
9. Restaurant w/ Dining Patio
10. Hiking / Cycling Trail
11. Historic Train Depot (Ice Cream Shop)
12. Community Park
13. Boutique Hotel Renovation



1 TOWNHOME DEVELOPMENT

- APPROX. 28 UNITS
- ORIENTED ALONG NEW ONE WAY STREET AND CENTRAL AVE WITH DIAGONAL PARKING FOR THE PUBLIC
- 1 CAR GARAGES + DRIVEWAY IN REAR
- SOUND WALL WITH LANDSCAPING ALONG US-17

2 FORMER CITY HALL LOCATION

- POSSIBLE RENOVATION
- POTENTIAL FOR EXPANSION / ADDITIONAL TENANT SPACES UP TO 5,500+ SF
- ADDITIONAL PARKING / BACK OF HOUSE IN REAR
- "WELCOME TO BOWLING GREEN" GATEWAY SIGN ON CORNER

5 RENOVATION OF EXISTING BUILDING

- EXISTING BUILDING FACADE LIFT TO ORIGINAL HISTORIC CHARACTER

10 HIKING & CYCLING TRAIL

- TREELINED TRAIL TO PARK IN PREVIOUSLY RAILWAY RIGHT-OF-WAY



3 CITY HALL

- ADAPTIVE REUSE OF DOORS AND GLASS BUILDING
- ORIENTED ALONG NEW ONE WAY STREET WITH PARKING FOR THE PUBLIC
- POLICE DEPT. COVERED ENTRY

4 COMMERCIAL DEVELOPMENT

- NEW CONSTRUCTION
- SPACES UP TO 7,500+ SF FOOT PRINT
- ADDITIONAL PARKING / BACK OF HOUSE IN REAR ON US-17 FRONTAGE
- MIXED USE, 2 STORY POTENTIAL
- US-17 FRONTAGE HIGHWAY VISABILITY

6 MIXED USE ARCADE BUILDING

- NEW CONSTRUCTION, THE NEW BUILDING COMPLETES MAIN STREET'S MASSING AND URBAN FORM
- APPROX. 5,000 SF FOOTPRINT
- 1ST FLOOR - OPEN BREEZEWAY TO CONNECT TO GREAT LAWN LINED WITH SMALL STUDIOS/SHOP SPACES
- 2ND FLOOR - RESIDENTIAL OR OFFICE

7 GREAT LAWN

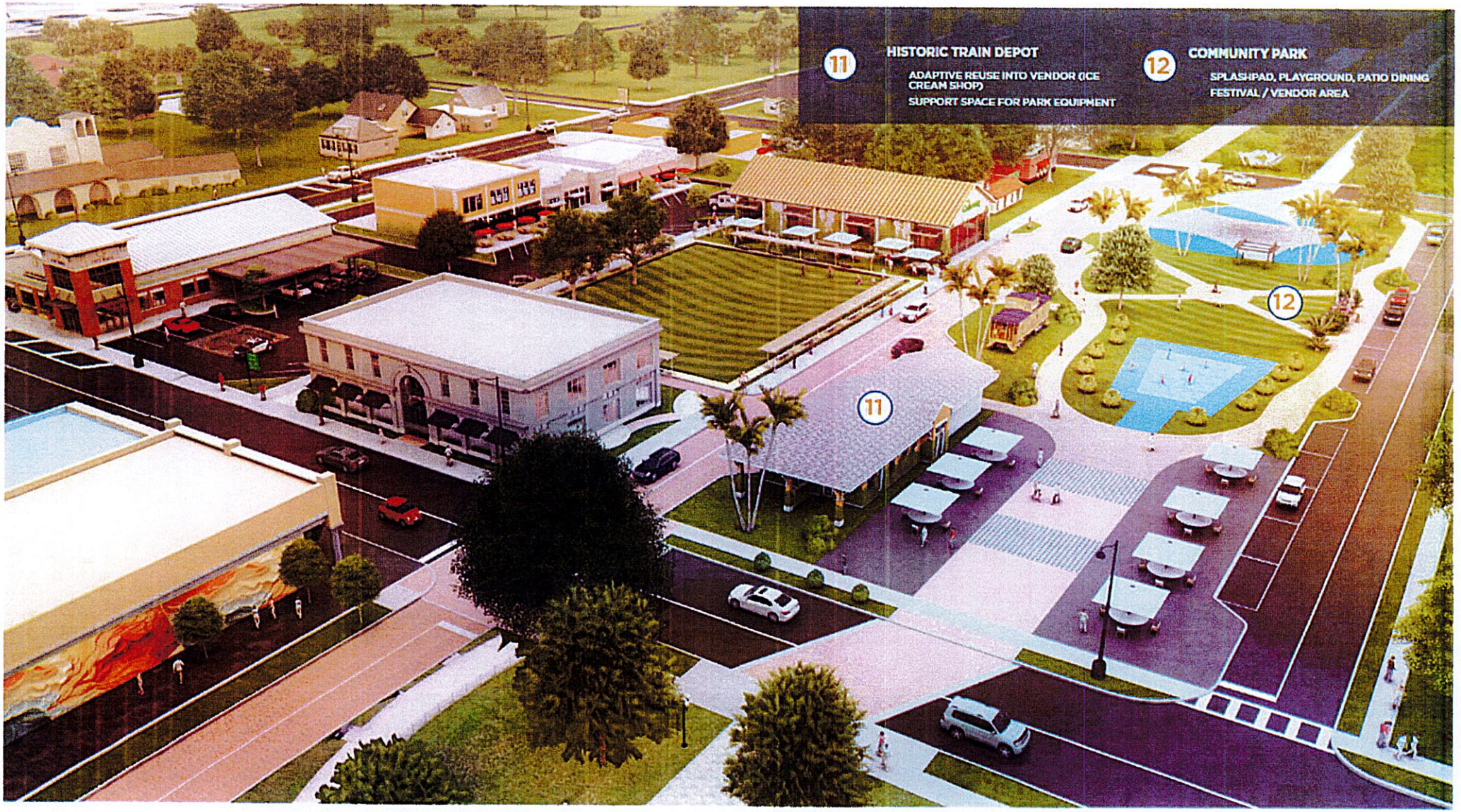
- LARGE OPEN GREEN SPACE FOR COMMUNITY GATHERINGS, EVENTS, LAWN BOWLING
- PERIMETER WITH BENCHES AND TABLES

8 RENOVATION INTO VENUE

- EXISTING STORAGE BUILDING CONVERTED INTO EVENT VENUE
- APPROX. 4,500 SF
- CATERING SUPPORT BY ADJACENT RESTAURANT
- COMMUNICATES TO GREAT LAWN FOR CONCERTS / COMMUNITY EVENTS

9 RESTAURANT WITH DINING PATIO

- FULL SIZED RESTAURANT WITH OUTDOOR DINING
- CATERING TO SUPPORT VENUE


11
HISTORIC TRAIN DEPOT
ADAPTIVE REUSE INTO VENDOR (ICE CREAM SHOP)
SUPPORT SPACE FOR PARK EQUIPMENT
12
COMMUNITY PARK
SPLASHPAD, PLAYGROUND, PATIO DINING
FESTIVAL / VENDOR AREA
12
11


CITY HALL
CITY OF BOWLING GREEN
COMMUNITY SERVICES CENTER
COFFEE
Welcome to
Bowling Green


MAGNOLIA
ESTATES

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	**-** Motion to approve the Wauchula Community Redevelopment Agency (CRA) 2023/24 Annual Report as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
Wauchula CRA Annual Report 2023-2024.pdf



WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

Annual Report

FY 2023 - 2024

BACKGROUND

The Wauchula Community Redevelopment Agency (CRA) was established in 1997 under Chapter 163, Part III, Florida Statutes, which authorizes municipalities to create a community redevelopment agency after finding that there were existing areas of slum and blight within the municipality.

Like other rural communities in the area, Wauchula has, and continues to face challenges including stagnant population growth, decline in employment in many primary industries, fewer development opportunities, extreme weather events, and uncertainty associated with primary economic anchors. Historically, the City has been known for its agriculture (primarily cucumbers and citrus) and phosphate mining industries, cattle ranches, and affordable seasonal housing for retirees. (KHA Redevelopment Plan Update 2019)

The initial CRA area included 1,536 acres, covering over 2.4 sq miles of the City of Wauchula. Upon adoption in 1997, the CRA was established for 25 years. In 2010, the CRA conducted another Finding of Necessity and determined that an additional 16 parcels within the city boundaries met the qualifications necessary to be included within the CRA. This brought the CRA boundaries to 1,579.6 acres or 79% of the city at the time. This Finding of Necessity also found value in extending the life of the CRA an additional five years, to the 30-year maximum allowed by statute. A new sunset date was adopted in 2010 as 2027. In 2019, upon meeting the criteria outlined in the statute, the life of the CRA was extended again another 30 years. The CRA will sunset in 2057.

The CRA Board is comprised of the five commissioners elected to office to serve the City of Wauchula. Their terms as board members will follow their terms of office.



District 1
Mayor Pro Tem
Neda Cobb



District 2
Russell Graylin Smith



District 3
Mayor
Keith Nadaskay



District 4
Sherri Albritton



District 5
Gary Smith

WAUCHULA CRA RESOLUTIONS AND ORDINANCES

Resolution 97-09 - the City of Wauchula (City) determined and declared there existed a need for a community redevelopment agency to function in the City to carry out redevelopment purposes pursuant to the Act

Resolution 97-10 - the Commission declared itself the CRA in the City

Ordinance 97-834 - the Commission readopted and reaffirmed Resolutions 97-09 and 97-10, and established a Redevelopment Trust Fund pursuant to Section 163.387 of the Act

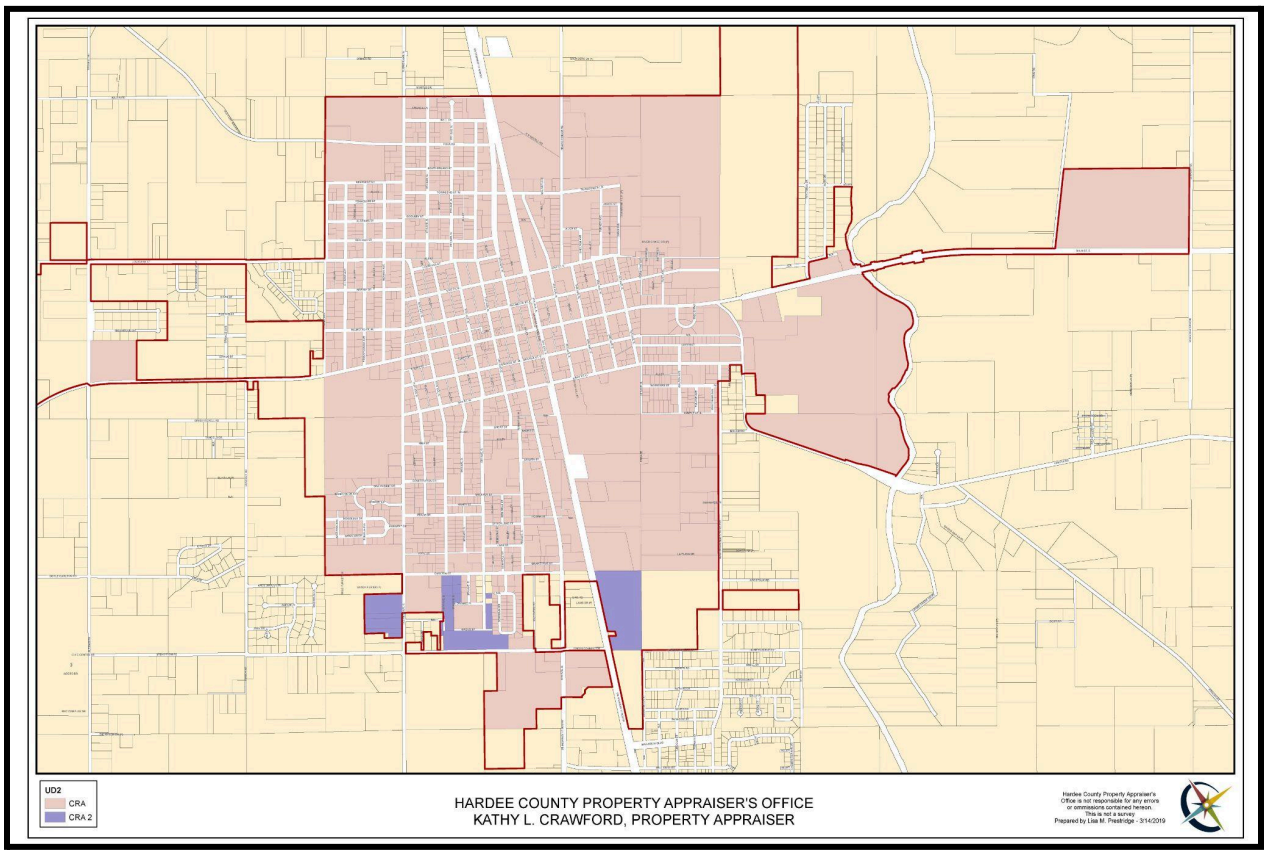
Resolution 2009-25 - the CRA and Kimley-Horn and Associates, Inc. ("KHA"), entered into an agreement through which KHA provided an evaluation and comprehensive update to the Community Redevelopment Plan (the "Plan") emphasizing programmatic and project-specific implementation consistent with the CRA boundary

Resolution 2010-24 – on August 9, 2010, the City modified the community redevelopment plan following presentation of the Plan Update 2010 to the City of Wauchula Planning and Zoning Board (the "P&Z") on June 21, 2010 and a public hearing by the CRA on July 12, 2010

Resolution 2011-01 – the CRA expanded the boundaries of the area and extended the timeframe to provide redevelopment activities within the CRA boundaries after supporting data and analysis found the existence of conditions that warranted these updates

Resolution 2019-10 – on September 16, 2019, the CRA adopted Plan Update 2019 following a public hearing held on September 9, 2019 with amendments focused on: 1. Updated capital improvements plan (CIP) and related tax increment (TIF) projections, 2. Neighborhood impact, including affordable and workforce housing, 3. Downtown parking study, 4. Parks and recreation facilities, 5. Extension of the CRA term date from 2027 to 2057

WAUCHULA CRA AREA



The Wauchula Community Redevelopment Area currently consists of 1,688 parcels within the limits of the City of Wauchula.
(204 of those parcels do not generate property tax)

1997 Assessed Property Values - $ 48,554,864
2024 Assessed Property Values - $163,162,829

FUNDING SOURCE

The CRA Trust Fund is funded through tax increment financing (TIF). TIF revenue is a unique tool used by cities and counties for the purpose of redevelopment activities. The goal of this tool is to leverage public funds to promote private sector activity within the redevelopment area.

TIF collected by the CRA is equivalent to 95% of the value of property taxes collected for that year from the city and the county, minus the base year.

YEAR	REAL VALUE	CITY TIF	HC TIFF	**TOTAL TIF**
1997	48,554,864.00	BASE YEAR	BASE YEAR	**0.00**
1998	49,697,530.00	433.00	756.00	**1,189.00**
1999	53,463,866.83	18,395.00	32,064.00	**50,459.00**
2000	54,358,701.00	22,429.00	39,095.00	**61,524.00**
2001	56,775,965.00	33,957.00	57,498.00	**91,455.00**
2002	58,610,200.00	42,383.00	71,764.00	**114,147.00**
2003	62,965,725.00	60,488.00	97,619.00	**158,107.00**
2004	66,750,022.00	71,457.00	123,939.00	**195,396.00**
2005	66,311,246.00	64,911.00	118,503.00	**183,414.00**
2006	87,855,237.00	163,290.00	292,751.00	**456,041.00**
2007	105,030,345.00	231,018.00	364,750.00	**595,768.00**
2008	107,884,517.00	251,523.00	395,356.00	**646,879.00**
2009	107,225,708.00	248,117.00	390,002.00	**638,119.00**
2010	98,430,945.00	202,649.00	318,533.00	**521,182.00**
2011	90,623,689.00	172,260.00	260,868.00	**433,128.00**
2012	95,001,510.00	178,072.00	269,699.00	**447,771.00**
2013	85,794,162.00	168,029.00	254,460.00	**422,489.00**
2014	85,921,642.00	168,905.00	266,106.00	**435,011.00**
2015	88,352,787.00	181,501.00	285,952.00	**467,453.00**
2016	93,823,536.00	210,798.00	332,109.00	**542,907.00**
2017	98,850,941.00	237,776.00	374,611.00	**612,387.00**
2018	101,788,080.00	252,949.00	399,442.00	**652,391.00**
2019	107,059,323.00	281,169.00	448,542.00	**729,711.00**
2020	113,370,109.00	310,361.00	492,032.00	**802,393.00**
2021	119,512,654.00	342,766.00	543,172.00	**885,938.00**
2022	133,790,867.00	418,091.00	662,538.00	**1,080,629.00**
2023	147,723,042.00	460,696.00	779,010.00	**1,239,706.00**
2024	163,162,829.00	535,152.00	866,295.00	**1,401,447.00**
TOTAL	**1,295,334,232.83**	**5,329,575.00**	**8,537,466.00**	**13,867,041.00**

MASTER REDEVELOPMENT PLAN UPDATE 2019 GOALS

IV. CRA GOALS

The 2019 Plan has broad-based CRA Goals, identified below, which serve as a guide for capital improvements and programming of projects in the following chapters of this Plan. The goals touch upon a variety of topics and aspects of the City, including land use, economic development, and transportation and mobility. These categories are an encompassing approach to all aspects of duties and responsibilities of the CRA, from actual physical improvements to marketing and support services for businesses in the CRA.

Land Use

- Adaptive reuse and redevelopment of buildings
- Identify and support partnerships with private properties with emphasis on historic building renovations
- Use infrastructure investments to leverage, focus, and shape the location and intensity of development
- Continue brownfield clean up and redevelopment
- Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed
- Focus on infill housing developments and develop assistance/partner on programs for home ownership

Economic Development

- Cooperation and continued partnership with Main Street Wauchula Inc. to promotoe economic development and to raise awareness of businesses in the CRA boundaries
- Keep open potential for bonding of improvements in the future
- Establish a prioritization of grant projects and assistance including ROI (TIF revenue thresholds)
- Continue to identify additional non CRA funding options including but not limited to grants and private funding

Transportation & Mobility

- Improved traffic flow
- Monitor parking in the downtown and evaluate the need for additional parking (should the need arise)
- Explore opportunities for multimodal services, as needed
- Safer travel ways for pedestrian and bicyclists, including development of more sidewalks and general roadway improvements
- Reduced heavy vehicle impacts
- Increased traffic safety

Cultural & Recreational Resources

- Unify the community through activities in City parks including fitness activities, music, and movies
- Redevelop Crews Park and begin construction of Peace River Park
- Identify new park opportunities including those at the neighborhood level
- Follow and implement park redevelopment per parks master plan where economically feasible
- Work with local partners to bring cultural activites to historic City auditorium

HWY 17 PARKING LOT - COMPLETE



In 2021 the City of Wauchula entered into an agreement with the Industrial Development Authority (IDA) by which the IDA would convey to the City, property they owned along Hwy 17 N, just north of Main Street. In exchange, the CRA would construct a parking lot on the property, to be used primarily for public parking, but reserving 1/3 of the spaces for IDA use. In addition, the City and IDA would partner together to submit a grant application to the Florida Department of Economic Opportunity for a Job Creation grant to fund the construction, based on the jobs created by R. Riveter. The grant application was submitted and awarded in 2021.



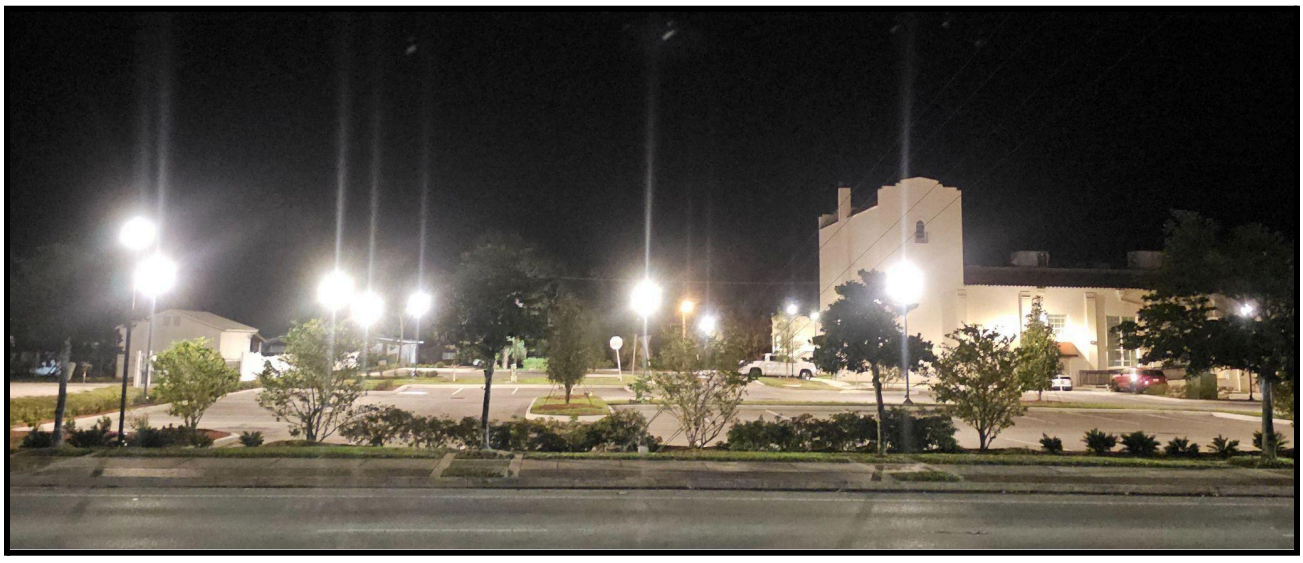
Due to funding constraints, the project was not bid out for construction until 2023. The contractor broke ground in September of 2023 and completed the project in July of 2024. The project added 66 new spaces to the downtown complete with landscaping and lighting.

The Hwy 17 Parking Lot Project falls in line with the CRA Master Plan Update 2019 under the following two goals:

- Transportation & Mobility
    - Monitor parking in the downtown and evaluate the need for additional parking
- Economic Development
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding



TOTAL PROJECT COST: $1,283,068
TOTAL GRANTS & PARTNER FUNDING: $1,144,152



PARKS AT PEACE RIVER - COMPLETE

The Parks at Peace River Project has been a large focus of the CRA for the past 9 years. This year the project was finally complete with the construction of the Crews Park Pavilion.

The Parks at Peace River public improvement, five-phased project, is covered under the CRA Master Plan Update 2019 under the following goals:

- Cultural and Recreational Resources:
    - Unify the community through activities in City parks including fitness activities, music, and movies
    - Redevelop Crews Park and begin construction of Peace River Park
    - Follow and implement park redevelopment per Parks Master Plan where economically feasible
- Economic Development
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding

TOTAL PROJECT COST (PH I - V): $3,763,006
TOTAL GRANTS RECEIVED: $1,256,299

PARKS AT PEACE RIVER PHASE II
CREWS PARK PAVILION

Construction of the Crews Park Pavillion began in 2021 but came to a standstill when the contractor had to be let go. Construction resumed in 2023 with a new contractor and work was completed in May of 2024. The pavilion includes restrooms, a large deck with picnic tables, elevated walkway, a small kiosk/office space, and space for canoe or kayak storage in the future.







IN-FILL HOUSING - ONGOING

In May of 2022, the City of Wauchula deeded 3 parcels to the CRA to be included in the in-fill housing program. Construction of the 3 homes began in May of 2023 and was completed in October. Two homes sold in February of 2024 and the third in May of 2024.



The goal of the program is to provide affordable housing for those in a moderate to low-income bracket. Home buyers qualify by meeting the household income levels defined by the Florida Housing Finance Corporation's 2023 income limits.

Each home sold for $250,000 with a $50,000 credit at closing in the form of a Promissory Note to be repaid should the home fail to be homesteaded for 10 years.



The CRA continues to work with the city to identify and develop vacant city-owned property that would be suitable for the In-Fill Housing Program.

Continued work to provide affordable housing in the CRA area aligns with F.S. 163 Part III and is specifically addressed in the CRA Master Plan Update 2019 under Land Use:

- Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed
- Focus on infill housing developments and develop assistance/partner on programs for home ownership

TOTAL PROJECT COST: $619,666
PROJECT REVENUE: $600,000





HISTORIC AUDITORIUM RENOVATIONS - ONGOING

The Wauchula CRA has focused on revitalizing the city's historic city hall since it was listed as a catalyst project in the 2010 Master Plan. In the Master Plan Update 2019, the focus remained a goal and efforts to find funding partners continued.



The CRA was awarded a Mosaic Grant in 2022 to upgrade the audio-visual system. This contract was awarded to AE Global in June of 2023. The equipment was installed in February of 2024 and includes speakers, lighting, projectors, mics, soundboard, and various other pieces needed to enhance performances and presentations as well as attract visiting productions or performers.



Also in 2024, another phase of the project began with the award of a contract to Austin Historical for the refurbishing of the windows. This process involves replacing each of the window panes, sanding, resealing, and repainting the frames and mullions.

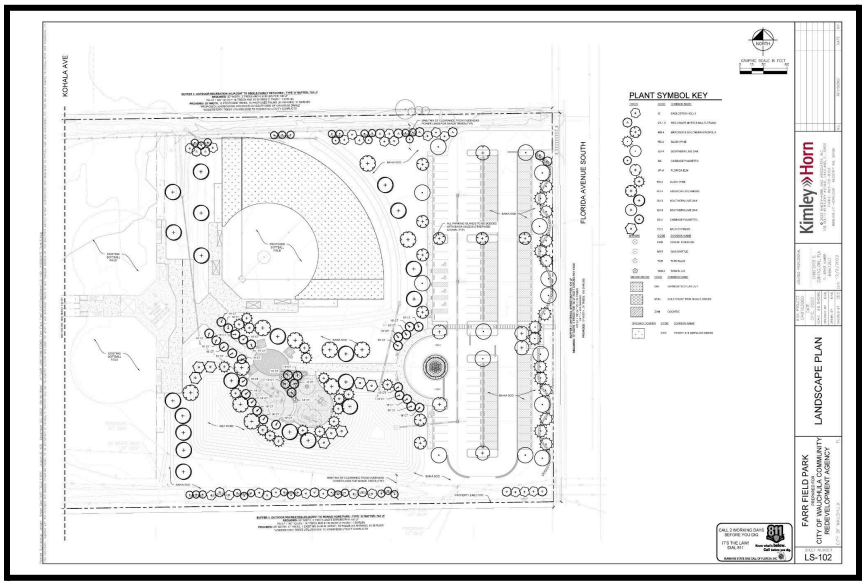
Additional renovations include repairing/installing a new ceiling as well as addressing ADA accessibility issues to the stage and backstage areas. These items, along with the window refurbishing, will be funded by the Historic Preservation Grant awarded in July 2022. Before selecting a contractor, the grant requires the State's approval of architectural drawings for the work to be completed. The work must follow the Secretary of Interiors Standards for Rehabilitation for historic structures. Approval was given by the State to move forward with the window work but more discussion was needed regarding the other project elements. Together with CRA staff, Hardee County Players, Hardee County Building Department, and Fire, the architect has worked on a design that will be the most functional in use and design. The plans have been submitted to the State for review and approval.

Auditorium renovations comply with several Master Redevelopment Plan goals:

- Cultural & Recreational Resources:
    - Work with local partners to bring cultural activities to the Historic City Auditorium
- Land Use:
    - Identify and support partnerships with private properties with an emphasis on historic building renovations
- Economic Development:
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding

FARR FIELD - ONGOING

The Farr Field project project results from a Parks Master Plan adopted as part of the Master Plan Update 2019. With public input, the plan evaluated five parks owned by the City of Wauchula and looked at potential opportunities to ensure that city residents had access to various outdoor recreation activities. The Farr Field property showed to be underutilized with great potential for enhancements.



In 2021 the CRA began working through ideas for the property and creating construction documents so the project would be ready to move forward once funding was secured. Details for the project include a playground with ADA equipment and features, a third softball field allowing for the park to be utilized for tournaments, a splash pad, picnic sites, and a parking area. These amenities, in addition to the improved appearance, will make Farr Field a true asset to the community.

As construction documents were wrapping up in 2023, the City of Wauchula was awarded an appropriation from the State of Florida for the project. 2024 was spent gathering and updating documentation required by the State, necessary for the issuance of a funding agreement. The project should be ready to go out for bid in the spring of 2025.

Park projects such as the Farr Field renovations comply with the Master Redevelopment Plan goals under the following two goals:

- Cultural & Recreational Resources:
    - Unify the community through activities in City parks including fitness activities, music, and movies
    - Identify new park opportunities including those at the neighborhood level
    - Follow and implement park redevelopment per Parks Master Plan where economically feasible
- Economic Development
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding

HERITAGE PARK FOUNTAIN - ONGOING



Wauchula officials are delighted over news the city received a $100,000 grant that will cover most expenses toward completing the downtown project.

Wauchula wins grant for Main Street Park

By KAREN HERMSEN
Highlands Today

corporate donations, and brick sales. Most individual donations were from residents of Wauchula and of prices. Sidewalks will be paved at roughly the same time.

The creation of Heritage Park in downtown Wauchula was a catalyst project initiated almost 30 years ago by Main Street Wauchula, Inc. With the help of the Wauchula CRA, local donors, and State grants, what was a vacant lot for over 10 years was turned into a thriving community gathering spot in the heart of Wauchula. The space has seen a lot of love over the years and it was starting to show. The CRA has been full of wonderful redevelopment projects that took priority in the budget, so the fountain continued to be pushed into the future. In 2023 the project came to life when the city and CRA determined that it would be a good allocation for ARPA funds.



With funding available and the project taking off, this was an opportunity to truly renovate the space and make it as usable as possible. At the recommendation of Main Street Wauchula, Inc., which uses the park most frequently, a surface fountain concept was developed. This will allow for the area to be used when the fountain is turned off, increasing the functionality of the park. In addition to the fountain, since there will already be construction and ground disturbance taking place, the city will use the opportunity to make needed electrical upgrades to the park as well. Most of 2024 was spent working on a design and getting construction documents ready for the project to be bid out.

The Heritage Park Fountain project aligns two CRA Master Plan Update 2019 goals:

- Cultural and Recreational Resources:
    - Unify the community through activities in City parks including fitness activities, music, and movies.
- Economic Development
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding



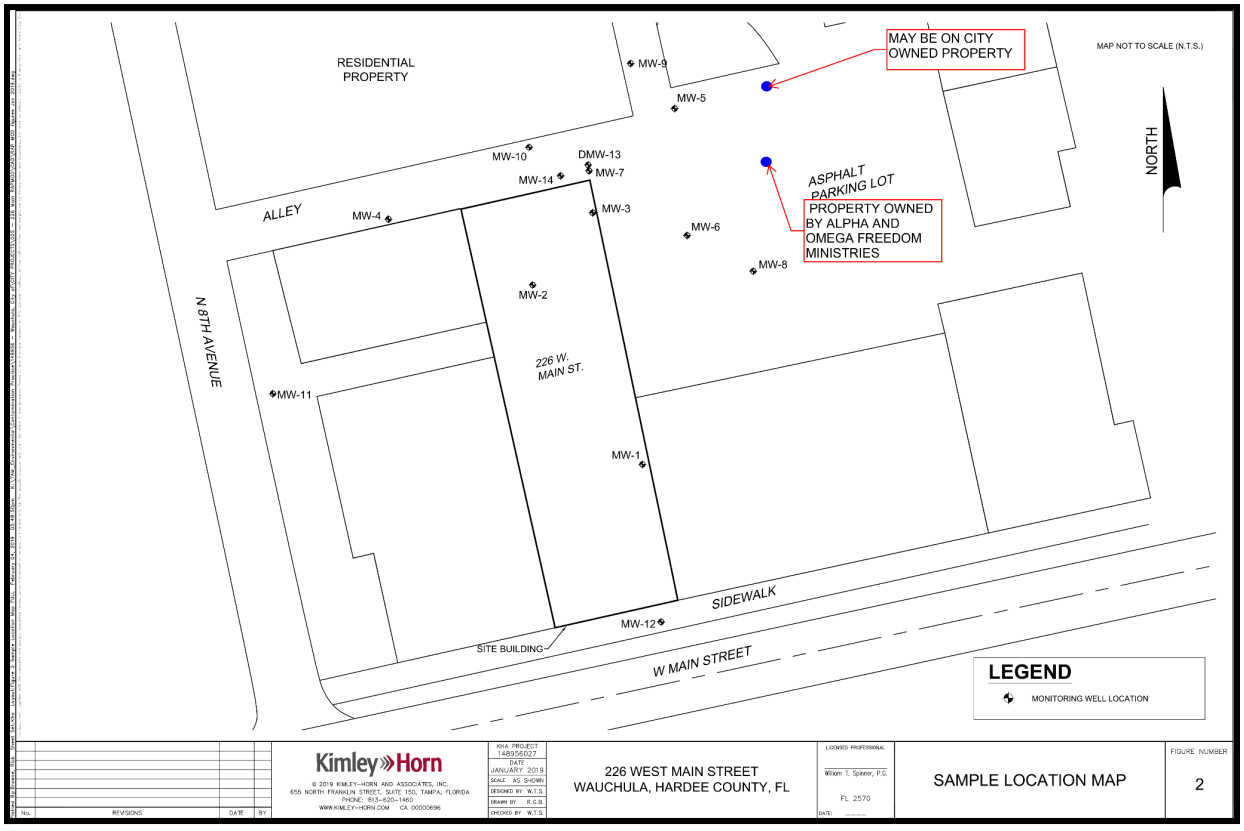
BROWNFIELD - ONGOING

2024 continued to be spent coordinating with FDEP and private property owners to establish a closure with conditions for a brownfield site located in downtown Wauchula. This process involves not only the City-owned parking/right of way but also small portions of two adjacent properties. Survey work was completed, title searches going back 30 years were conducted, and a draft Declaration of Restrictive Covenant has been submitted to FDEP for review.

The CRA continues to help offset the cost of monitoring and remediation with the Florida Department of Environmental Protection's Voluntary Clean-Up Tax Credit Program. This program allows the CRA to claim 50% of the cost incurred during the year, for remediation of a brownfield site, in tax credits which are then sold on the open market.

Brownfield Clean-up helps eliminate slum and blight and is specifically addressed in the CRA Master Plan Update 2019 goal:

- Land Use:
    - Continue brownfield clean-up and redevelopment



REVITALIZATION INCENTIVE PROGRAMS - ONGOING

The Wauchula CRA is always looking for ways to expand its limited budget through grants and public-private partnerships. Offering a successful incentive program takes some of the financial burden off of the CRA while still encouraging development in the private sector. In 2023 the Wauchula CRA updated their incentive program offered to commercial businesses within the boundaries of the CRA. They established a new TIF Reimbursement Program and updated their Commercial Revitalization Grant Program.

CRA incentive programs fall in line with several CRA Master Plan Update 2019 goals:

- Land Use
    - Adaptive reuse and redevelopment of buildings
    - Identify and support partnerships with private properties with emphasis on historic building renovations
    - Provide incentives to provide for both single-family and mulit-family housing, as well as affordable and workforce housing as needed
- Economic Development
    - Continue to identify additional non-CRA funding options including but not limited to grants and private funding

TIF REIMBURSEMENT PROGRAM

The Tax Increment Financing Program is offered to commercial properties making improvements, or creating new developments, with a value of at least 50% of the assessed value of the property. The program will reimburse the property owner 75% of the tax revenue paid into the CRA fund each year for 5 years. This type of program will allow the CRA to provide larger incentives because it will be based solely on revenue created by the development/improvements.

- 312 Diana Avenue - new 22-unit, garden-style, apartment complex.
  TOTAL ESTIMATED PROJECT COST: $6,727,275.00
  TOTAL ESTIMATED CRA COST: $ 63,553.75



COMMERCIAL REVITALIZATION PROGRAM

The CRA evaluated its previous grant program to determine ways to establish and encourage public-private partnerships more effectively. With a new program to roll out, the CRA was able to open two grant cycles in 2024.

- 115 S. 7th Avenue - paint, awnings, sign refurbishing, landscaping, front door refurbishing
  TOTAL PROJECT COST: $20,025.76
  TOTAL CRA COST: $ 9,842.92



- 226 W. Main Street - repair brick and stucco, paint, awnings, new AC, new electric
  (project not closed out as of the end of FY 2024)
  TOTAL ESTIMATED PROJECT COST: $76,630
  TOTAL ESTIMATED CRA COST: $30,000



FINANCIAL REPORT FY 2023-2024

CITY OF WAUCHULA
COMMUNITY REDEVELOPMENT AGENCY
AS OF SEPTEMEBER 30, 2024

ASSETS	
CLAIM ON POOLED CASH	749,690.03
GRANTS RECEIVABLE	16,500.00
DUE FROM HOUSING GRANT	170,000.00
DUE FROM GRANTS	1,145,287.35
	$ 2,081,477.38
LIABILITIES	
AP POOLED	$ (59,967.22)
DEFERRED REVENUE	$ (170,000.00)
WAGES PAYABLE-PAYROLL A/C	$ (1,387.50)
RETAINAGE PAYABLE	$ (3,540.29)
	$ (234,895.01)
FUND BALANCE	
BUDGET FUND BAL. - SYSTEM	$ (542,847.15)
ENCUMBRANCES CONTROL	$ 66,614.02
RESERVE FOR ENCUMBRANCES	$ (66,614.02)
FUND BALANCE	$ (529,326.02)
	$ (1,072,173.17)
REVENUE	
DEO GRANT- AUDITORIUM PARKING	-327,392.87
RTP- PEACE RIVER PARK	-200,000.00
HIST PRES-SPEC CAT- AUDITORIUM	-70,500.00
STATE LEG APP- FARR FIELD	-11,080.00
IDA GRANT- AUDITORIUM PARKING	-717,268.23
INTEREST -- CRA MM	-36,540.43
SALES-DISPOSITION OF ASSETS	-602,705.00
Cont. Hardee Co. TIF	-779,010.00
INSURANCE REIMBURSEMENT	-110.54
IDA REIMBURSEMENT	-16,500.00
TIF TRANSFER FROM GEN FUND	-460,696.00
	$ (3,221,803.07)

EXPENSE	
EXECUTIVE SALARIES	$ 105,007.45
PROF SERVICES - GENERAL	$ 60,592.50
ACCOUNTING AND AUDITING	$ 9,783.68
CONTRACTUAL SERVICES	$ 68,549.60
BROWNFIELD CLEANUP	$ 77,302.31
TRAVEL & PER DIEM	$ 1,430.00
COMMUNICATION - TELEPHONE	$ 965.09
RENTALS & LEASES	$ 11,000.00
INSURANCE	$ 1,058.80
PRINTING & BINDING	$ 2,469.81
OPERATING SUP & EXP	$ 9,337.94
BOOKS, PUBLICATIONS & ED	$ 1,335.00
AUDITORIUM IMPROVEMENTS	$ 97,784.24
IN-FILL HOUSING	$ 43,421.65
AUDITORIUM PARKING LOT	$ 1,111,004.23
FARR FIELD	$ 11,080.00
CREWS PARK	$ 661,877.53
PEACE RIVER PARK	$ 109,506.24
GRANTS - COMMERCIAL	$ 28,887.80
CONTRIBUTIONS-MAIN ST PRO	$ 35,000.00
	$ 2,447,393.87

The CRA Fund is audited annually and included in the city's financial statements as a special revenue fund. At the time of this report, the FY 23-24 report was not complete. The FY 22-23 report can be found at https://www.cityofwauchula.gov.



WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
107 E. MAIN STREET
WAUCHULA, FL 33873
(863) 767-0330

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, Capital Projects

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the County Road 664B emergency bridge repair piggyback agreement as presented.

SUGGESTED ACTION:

ATTACHMENTS:
Agenda Memo_Shenandoah Piggyback Contract.pdf
Granicus FDOT Noticiation Letter 060040_SDL_2025-02-18.docx.pdf
Hardee County_Signed Piggyback Agreement.pdf
Shenandoah REVISED Proposal_signed.pdf
Shenandoah_VoidFeb25_GPR Report.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Piggyback Contract with Shenandoah for the Heard Bridge Road/CR 664B Bridge #60040 Emergency Bridge Repair

Date: 3/27/2025

On February 18, 2025, the County received a Significant Deficiency Letter from FDOT for the CR 664B Bridge over Little Charlie Creek (#060040) after their bridge inspection found significant erosion at the northwest approach slope 6ft. L x 2.5ft. W x 4.5ft. D. The erosion has exposed and undermined the north face of the west approach slab up to 2.5ft. deep under the slab.

After a follow up inspection from the Hardee County R&B Department on February 19th, the County determined to temporarily close the bridge to traffic pending results of the voids scan using Ground Penetrating Radar (GPR).

The County executed a piggyback contract with Shenandoah's competitively bid contract with Broward College to complete a soil stabilization repair with chemical grouting injection. Section 3.11 of the Broward College RFP-2024-082-OA provides an option to extend its offer to other governmental entities. The initial proposal in the amount of $27,000 (3,000 lbs. of #119 Pressure Grout-Uretek) is based on a visual inspection to assess the extents of the voids.

After the preliminary GPR results were released, it was determined that an additional 3,000 lbs. of chemical grout are needed to fill the voids on all four quadrants of the bridge. The proposal was amended with an increased amount of $53,500 for 6,000 lbs. of material. This is a unit pricing, so we are only charged with the total amount of chemical grout used in the field. A total of 5,951.40 lbs. of chemical grout were injected. The pressure grout injection is priced at $275/joint or $7.33/lbs. The emergency repair on this major collector roadway was completed on 03/05/2025. The bridge was re-opened to traffic on 03/06/2025 after the County notified FDOT.

The County is working with FEMA to include this emergency bridge repair in the DI list under the Hurricane Milton PA reimbursement program.

Staff recommend ratification of the County Manager's signature on the piggyback agreement with Shenandoah for the emergency repair of the CR 664B Bridge (#060040).

Docusign Envelope ID: 889305AB-2FCB-47D7-909C-E68840FCD166

Florida Department of Transportation

RON DESANTIS
GOVERNOR

2916 Leslie Road
Tampa, FL 33619

JARED W. PERDUE, P.E.
SECRETARY

February 18, 2025

Mr. Christopher Simpron
Public Works Director
Hardee County Public Works Division
205 Hanchey Road
Wauchula, Florida 33873

Reference: Advisory – Significant Deficiency Notification
District 1 Local Government Owned Bridge Inspection Program
Bridge ID: 060040 – CR-664B over Little Charlie Creek

Dear Mr. Simpron:

As part of the referenced bridge inspection program, the following significant deficiencies were identified:

- There is erosion at the northwest approach slope 6ft. L x 2.5ft. W x 4.5ft. D. The erosion has exposed and undermined the north face of the west approach slab up to 2.5ft. deep under the slab. Refer to Photos 1 and 2.

Though this does not require a Prompt Corrective Action notification, it is a condition that warrants notification in advance of receiving the inspection report so repairs can be made as soon as possible. Please notify me in writing of the action taken and the date the action was completed. Should any questions arise, please contact me at email address Daniel.Buidens@dot.state.fl.us or at phone number (813) 612-3373.

Sincerely,

DocuSigned by:
Daniel Buidens
ECE60774B04149A...

Daniel Buidens, P.E.
Engineering Section Manager – District 1

Docusign Envelope ID: 889305AB-2FCB-47D7-909C-E68840FCD166



Photo 1: Eroded northwest approach slope exposing the north face of the west approach slab.



Photo 2: Close up of erosion hole and undermining up to 2.5ft. deep under the northwest approach slab.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS PIGGYBACK PURCHASING AGREEMENT

FOR STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES

WITH SHENANDOAH GENERAL CONSTRUCTION, LLC

This Hardee County Piggyback Purchasing Agreement for Storm Drain Cleaning, Repairs and Maintenance Services (the "Agreement") is made and entered into this 21st day of February, 2025, by and between Hardee County, Florida, a political subdivision existing under the laws of the State of Florida (hereafter the "County") and Shenandoah General Construction, LLC, a Florida limited liability company with offices located at 1888 NW 22nd Street, Pompano Beach, FL 33069 (hereafter the "Vendor").

RECITALS

A. The County desires to have Vendor provide certain services to identify, fill void space and densify weak soils below the bridge approach slabs located at bridge 060040 – CR-664B over Little Charlie Creek on Heard Bridge Road (the "Project") within Wauchula, Florida.

B. Broward College took competitive bids and selected the Vendor as the low cost bidder pursuant to an Request for Proposals for Broward College Storm Drain Cleaning, Repairs and Maintenance Services request for proposals RFP-2024-082-OA, dated June 26, 2024, and Broward College entered into a contract dated December 4, 2024 with Vendor for these services. A copy of the contract and the incorporated bidding documents are attached hereto as Exhibit "A" and incorporated herein by this reference (the "Broward College Contract Agreement").

C. The County has evaluated Vendor's qualifications and desires to utilize the bid results obtained by Broward College as set forth in the Broward College Contract Agreement as the basis on which to award the Vendor a contract for the Project based on the terms and conditions of the Broward College Contract Agreement, conformed to the extent necessary to apply to the County's required scope of work as set forth below.

D. Due to the anticipated nature and value of the work to be performed by the Vendor, whose contract with Broward College was the result of a competitive bid solicitation process, the County is not required under Chapter 287, Florida Statutes, or its Purchasing Policy to perform an independent request for proposals and bid evaluation for

the services to be provided by the Vendor, and to do so would unnecessarily incur additional costs. ACCORDINGLY, in consideration of the above stated Recitals, the mutual covenants and agreement hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

SECTION 1. TERMS AND CONDITIONS. The Vendor shall perform the Project and those described services set forth in the Scope of Work attached hereto as Exhibit "B" under the terms and pricing set forth therein, and consistent with the general terms and conditions of the Broward College Contract Agreement attached hereto and incorporated herein by this reference, subject to the following conforming changes:

A. "College" and "Broward College" everywhere used in the Broward College Contract Agreement shall be deemed for purposes of this Agreement to refer to Hardee County, a political subdivision whose address is 412 W. Orange St., Suite 103, Wauchula, FL 33873. References to "College" or "Broward College" and its governing body, officials, agents, employees, divisions and departments shall be deemed a reference to Hardee County's governing body, officials, agents, employees, divisions and departments. Hardee County will determine which County division, department, contact person or process will apply in the event there is not a direct correlation between its departments, divisions, contact persons, or processes and those of Broward College as referenced in the Broward College Contract Agreement.

B. Any reference to an applicable Broward College code shall be deemed a reference for purposes of this Agreement to the equivalent code, ordinance, resolution, or policy (if any) of Hardee County (as applicable).

C. Vendor fully warrants the title to any goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the County a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the County, for the goods specified herein.

D. To the extent that this agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subVendors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than $1,000,000 satisfactory to the County Manager of Hardee, naming the County as additional insured and providing coverage up through and including the final performance of any services provided hereunder. Vendor and all of Vendor's subVendors shall maintain in full

force and affect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of $100,000.00 per accident or occurrence. Vendor shall present Hardee County with a certificate for all of the foregoing insurance, at the time of executing this agreement and at such other times requested by the County.

E. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the County harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorney's fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the County or not.

F. Vendor agrees that all prior representations and warranties made to Broward College referenced in the Broward College Contract Agreement are still true and accurate and hereby deemed to be restated as of the date of this Agreement and may be relied upon by the County in entering into this Agreement.

G. In the event of any conflict between the Scope of Work attached hereto as Exhibit "B" and any other provisions referenced in the Broward College Contract Agreement, the Scope of Work attached as Exhibit B to this Agreement shall control.

SECTION 2. CONTACT INFORMATION. All notices required under this Agreement to be sent to the County by Vendor shall be sent via certified U.S. mail to:

County Manager, Terry Atchley

Hardee County, Florida

412 W. Orange St., Suite 103

Wauchula, FL 33873

SECTION 3. PROJECT MANAGER FOR COUNTY. The following shall be designated as the County's project manager for purposes of interfacing with the Vendor under this Agreement.

Hardee County

412 W. Orange St., Suite 103

Wauchula, FL 33873

SECTION 4. PAYMENT. The County agrees to pay the Vendor for the services based upon the payment terms set forth in Exhibit B hereof.

SECTION 5. CONTRACT DOCUMENTS. This Agreement shall be deemed to consist of all of the following (in order of precedence for purposes of any conflicts among the terms contained in each):

A. this Agreement;

B. the Broward College Contract Agreement attached hereto as Exhibit A as conformed by this Agreement;

C. the Scope of Work attached hereto as Exhibit B.

To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

SHENANDOAH GENERAL CONSTRUCTION, LLC

By: Anthony Guglielmi

Title: CEO

[CORPORATE SEAL]

HARDEE COUNTY

WAUCHULA, FLORIDA,

Terry Atchley, County Manager

Witness:

BY: _____

Witness:

BY: _____

EXHIBIT "A"

BROWARD COLLEGE CONTRACT AGREEMENT

[REMAINDER OF PAGE INTENTIONALY LEFT BLANK]

BROWARD COLLEGE

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

December 4, 2024

SHENANDOAH GENERAL CONSTRUCTION LLC
1888 NW 22nd Street
Pompano Beach, FL 33069

Attention: Anthony Guglielmi, President
Email: anthony@shenandoahus.com

Dear Mr. Guglielmi,

This letter is to confirm that your final reply to the solicitation regarding **STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**, Contract **RFP-2024-082-OA**, has been approved by the College District Board of Trustees.

Pursuant to the terms and conditions of the solicitation, it is necessary that your company provide the College with an updated Certificate of Insurance within ten (10) days of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 NW 6th Way, Fort Lauderdale, FL 33309. Please include the solicitation number on the certificate.

The initial term of this contract is three (3) years from the date of the contract commencement. This contract includes three (3) additional one-year renewal options subject to the College's approval. The Procurement Department reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: December 3, 2024, through December 2, 2027

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email: oaponte@broward.edu.

Sincerely,

DocuSigned by:
Orlando Aponte
8F2E60F1839349D...

Orlando Aponte
Associate Vice President, Procurement

Attachment: Fully Executed Contract

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Contract No.RFP-2024-082-OA

BROWARD® COLLEGE

CONTRACT FOR SERVICES
TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of December 03, 2024 between the District Board of Trustees of Broward College, Florida ("College") and SHENANDOAH GENERAL CONSTRUCTION LLC ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years original contract term plus any three one-year renewal options ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Marcus Wilson, mwilson2@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

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4. TERMINATION FOR DEFAULT.
A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.
The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.
The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.
The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.
The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

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9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

(a) Keep and maintain public records required by the College to perform the service.
(b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
(d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
(e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

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COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

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15. ENTIRE AGREEMENT.
This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.
The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.
The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.
The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.
Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.
The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

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21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability
   1. Each Occurrence $ 1,000,000
   2. Personal & Advertising Injury $ 1,000,000
   3. General Aggregate $ 5,000,000
   4. Products-Completed Operations $2,000,000
      Policy must contain contractual liability coverage.

B. Automobile Liability $ 1,000,000
   Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability
   1. Per Occurrence $ 1,000,000
   2. General Aggregate $ 2,000,000

E. Cyber Liability $ 1,000,000

F. Pollution Liability
   1. Per Occurrence $ N/A
   2. General Aggregate $ N/A
      Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

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The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

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27. E-VERIFY.

If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "E-VERIFY." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

Docusign Envelope ID: A5A901D4-C4A9-4213-A257-658C90123211

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Marcus Wilsom, Associate Vice President, Facilities Collegewide Maintenance or that position's designee, and in the case of the other party, permission must be granted by its President or CEO or that position's designee.

31. EMPLOYMENT BENEFITS.
Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.
The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.
Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College _____ Vendor _____

FOR VENDOR USE ONLY

Vendor Name (type) Shenandoah General Construction Tax ID No. 59-1707673

Authorized Representative Anthony Guglielmi Title CEO

Address 1898 NW 22nd St. Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor _____ Date 12/4/24

Docusign Envelope ID: A5A901D4-C4A9-4213-A257-658C90123211

Attested By Name (type) [illegible] Title CFO

Signature of Attester _____ Date Signed 12/4/24

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name Donald Astrab

Signature Signed by: Donald Astrab 6DD41D98CFDA4F4... Date 12/3/2024

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

Docusign Envelope ID: A5A901D4-C4A9-4213-A257-658C90123211

SHENANDOAH GENERAL
CONSTRUCTION, LLC
1888 NW 22nd Street
Pompano Beach, Florida 33069
Office (863) 448-9939

PROPOSAL SUBMITTED TO:	PROJECT INFORMATION:
Hardee County Public Works 205 Hanchey Road Wauchula, FL 33873 (863) 773-3272	Bridge 060040 North East/West Stabilization 27°35'16.0"N 81°46'16.7"W Heard Bridge Rd, Wauchula, FL
CONTACT INFORMATION:	**SHENANDOAH CONTACT INFORMATION:**
Christopher Simpron (863) 773-3272 christopher.simpron@hardeecounty.net	Matthew Charlton M.charlton@shenandoahus.com 863-899-2863

SHENANDOAH General Construction, LLC ("SHENANDOAH") hereby proposes to furnish all equipment, labor, materials and supervision, unless noted otherwise, to complete the Scope of Work identified below. Payment shall be due Net 30 Days upon completion. This proposal will expire if not accepted within thirty days.

Breakdown of Estimated Costs:

#96 Construction Foreman	(at $70.00)	16	$1,120.00
#97 Equipment Operator	(at $150.00)	14	$2,100.00
#98 Laborer	(at $40.00)	32	$1,280.00
#126 Mobilization Fee	(at $500.00)	1	$500.00
#119 Pressure Grout injection (3,000 lbs)	(at $275.00)	80	$22,000.00
Estimated Total:			**$27,000.00**

SHENANDOAH General Construction, LLC

Authorized Signature — Date: 2/26/25

Name: Anthony Guglielmi

Title: CEO

OWNER or Authorized Agent:

Authorized Signature — Date: 02/21/2025

Name: Terry Atchley

Title: County Manager

DESCRIPTION OF PROBLEM:
Northeast and Northwest sections of bridge approaches experiencing erosion and void formation in underlying supportive soils, causing potential structural failures over time.

SCOPE OF WORK:
SHENANDOAH proposes to use utilizing its lightweight, expansive structural two-part geotechnical structural polymer material to fill void space and densify weak soils along the northeast and northwest bridge approaches. The work area will be monitored to prevent movement of the structure and ground surface by using a laser level monitoring system. Northwest Bridge approach: 20 injection sites with 8 receiving 4'-8'-12' deep injections, and the remaining 12 receiving 4'-8' deep injections. Northeast Bridge approach: 20 injection sites with 8 receiving 4'-8'-12' deep injections, and the remaining 12 receiving 4'-8' deep injections. 40 injection sites in total. 4' deep injections to receive approx. 25 lbs of material, 8' deep injections to receive approx. 30lbs, and 12' deep injections to receive approx. 35 lbs. This proposal includes up to 3,000.00 pounds of material and also includes all labor, equipment and mobilization. Billing for this project will be based on Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2024-082-OA contract but will only account for the actual material used.

REFERENCE DOCUMENT(S):
N/A

WORK DESCRIPTION:
1. Request and coordinate underground utility location services through Sunshine One-Call of Florida, Inc.
2. Layout polyurethane grout injection points in accordance with the injection plan.
3. Drill 5/8" hole to depth to insert one-half inch (1/2) inch diameter tubing.
4. Install one-half (½) inch diameter tubing to facilitate grout injection.
5. Inject polyurethane grout into the ground utilizing the injection rods / injectors.
6. Monitor the structure during grout injection through the use of lasers, string lines, levels, straight edges or other monitoring devices to monitor for unintentional lift.
7. Perform subsequent site clean-up.
8. Upon completion of the injection and after allowing adequate time for curing, drilled holes in concrete surfaces are filled to grade with concrete patch or an epoxy gel if applicable. All other repairs are excluded.

WORKING CONDITIONS:
1. The work will be performed during regular business hours.
2. Access must be provided for our polymer injection rig to be staged within 250' of the furthest injection point.

SPECIAL CONDITIONS:
MOT is not included in this proposal. If required it can be added at additional cost.

CHANGES TO WORK:
Changes to the Work shall be made only upon written change orders. However, in the event additional Work is performed without a written change order, but with the knowledge and acquiescence of Buyer, such Work shall be considered to have been performed pursuant to a written change order, the price term being the unit prices stated herein.

CHANGED CONDITIONS:
If the conditions under which the Work is to be performed are discovered to be materially different than those indicated in the Contract Documents or are materially different from the conditions ordinarily encountered and generally recognized as inherent in the Work, then SHENANDOAH shall give prompt notice to the Buyer and an equitable adjustment to the Contract Price shall be made.

PAYMENT:
The balance of the Contract Price becomes due in accordance with the payment terms stated herein. In the event Buyer fails to pay as agreed, Buyer shall pay late charges of 18% per annum, or at the highest rate allowed by law in the applicable state, whichever is lower. SHENANDOAH shall have the right to stop Work immediately and without notice in the event payment is not made as it becomes due under the terms of this Contract. The contract price and the schedule shall be equitably adjusted for any such delay. An additional fee of 2.5% will apply if a credit card is used for payment.

SEVERABILITY:
If any one or more provisions of this Contract is determined to be invalid or void, such determination shall not affect the validity or enforceability of any other provision of this Contract.

CLAIMS:
Written notice of any claim of any kind based in contract or warranty must be made to SHENANDOAH in writing within six months after the discovery of the injury or the claim shall be barred. SHENANDOAH shall not be liable for any such claim not reported to SHENANDOAH in writing within six months after the injury was discovered or should have been discovered by the claimant.

INSURANCE:
SHENANDOAH shall maintain insurance of the types and in the amounts required by law, including, but not limited to Comprehensive General Liability and Workers' compensation insurance. Buyer shall maintain its own liability insurance as required by law, as consistent within industry standards, or as stated in the attached insurance rider, if any, whichever is greater. Buyer shall also purchase and maintain builder's risk, "all risk" or an equivalent policy in the amount of the initial Contract Price. Each party shall provide updated Certificates of Insurance to the other party upon written request.

CONSEQUENTIAL DAMAGES:
The parties waive their claims against each other for consequential damages. Consequential damages as defined herein include, but are not limited to, the following: damages incurred by the Buyer for rental expenses and losses of use, income, financing, business and productivity; and damages incurred by SHENANDOAH for home office overhead, and losses of business, financing and profits from other potential projects.

DISPUTES:
If SHENANDOAH incurs costs related to the Buyer's failure to make timely payment or related to any other legal dispute with Buyer related in any way to the Work or the Contract, SHENANDOAH shall be entitled to recover from Buyer all such costs, as are reasonable, including but not limited to attorneys' fees.

CONFIDENTIALITY:
SHENANDOAH and CUSTOMER shall hold in trust and confidence for each other and shall not disclose to any third party, any confidential information of either party. Confidential information is information which relates to SHENANDOAH's or CUSTOMER's research, development, trade secrets, methodologies, property characteristics, company or business-related information, project proposals, project quotes, contractual terms or business affairs. CUSTOMER hereby acknowledges that during the performance of this AGREEMENT, CUSTOMER may learn or receive SHENANDOAH confidential information and therefore CUSTOMER hereby confirms that all such information relating to the SHENANDOAH's business will be kept confidential by CUSTOMER, except to the extent that such information is required to be divulged to the CUSTOMER's clerical or support staff or associates in order to enable SHENANDOAH to complete the services hereunder.

CHAPTER 558, FLORIDA STATUTES:
FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558, FLORIDA STATUTES, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

This document is the property of Shenandoah General Construction, LLC. It is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication of this document is strictly prohibited. If you have received this document in error, notify us immediately by telephone (954) 075-0098 or Email: help@shenandoahus.com and destroy this document immediately, if this is an electronic communication then delete immediately.

ATTACHMENT "B"

SCOPE OF WORK

[REMAINDER OF PAGE INTENTIONAL Y LEFT BLANK]

SHENANDOAH GENERAL CONSTRUCTION, LLC
1888 NW 22nd Street
Pompano Beach, Florida 33069
Office (863) 448-9939

PROPOSAL SUBMITTED TO:	PROJECT INFORMATION:
Hardee County Public Works 205 Hanchey Road Wauchula, FL 33873 (863) 773-3272	Bridge 060040 North East/West Stabilization 2965 Heard Bridge Rd, Wauchula, FL 33873
CONTACT INFORMATION:	**SHENANDOAH CONTACT INFORMATION:**
Christopher Simpron (863) 773-3272 christopher.simpron@hardeecounty.net	Matthew Charlton M.charlton@shenandoahus.com 863-899-2863

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Breakdown of Estimated Costs:

#96 Construction Foreman	(at $70.00)	32	$2,240.00
#97 Equipment Operator	(at $150.00)	28	$4,200.00
#98 Laborer	(at $40.00)	64	$2,560.00
#126 Mobilization Fee	(at $500.00)	1	$500.00
#119 Pressure Grout injection (6,000 lbs)	(at $275.00)	160	$44,000.00
Estimated Total:			**$53,500.00**

SHENANDOAH General Construction, LLC

2-28-25

Authorized Signature — Date

Matthew Charlton
Name

Grout Division Sales Manager
Title

OWNER or Authorized Agent:

Terry Atchley 3:3:25

Authorized Signature — Date

Terry Atchley
Name

County Manager
Title

DESCRIPTION OF PROBLEM:
West and East sections of bridge approaches experiencing erosion and void formation in underlying supportive soils, causing potential structural failures over time.

SCOPE OF WORK:
SHENANDOAH proposes to use utilizing its lightweight, expansive structural two-part geotechnical structural polymer material to fill void space and densify weak soils along the east and west bridge approaches. The work area will be monitored to prevent movement of the structure and ground surface by using a laser level monitoring system. West Bridge approach: 40 injection sites with 16 receiving 4'-8'-12' deep injections, and the remaining 24 receiving 4'-8' deep injections. East Bridge approach: 40 injection sites with 16 receiving 4'-8'-12' deep injections, and the remaining 24 receiving 4'-8' deep injections. 80 injection sites in total. 4' deep injections to receive approx. 25 lbs of material, 8' deep injections to receive approx. 30lbs, and 12' deep injections to receive approx. 35 lbs. This proposal includes up to 6,000.00 pounds of material and also includes all labor, equipment and mobilization. Billing for this project will be based on Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2024-082-OA contract but will only account for the actual material used.

REFERENCE DOCUMENT(S):
N/A

WORK DESCRIPTION:
1. Request and coordinate underground utility location services through Sunshine One-Call of Florida, Inc.
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8. Upon completion of the injection and after allowing adequate time for curing, drilled holes in concrete surfaces are filled to grade with concrete patch or an epoxy gel if applicable. All other repairs are excluded.

WORKING CONDITIONS:
1. The work will be performed during regular business hours.
2. Access must be provided for our polymer injection rig to be staged within 250' of the furthest injection point.

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PAYMENT:
The balance of the Contract Price becomes due in accordance with the payment terms stated herein. In the event Buyer fails to pay as agreed, Buyer shall pay late charges of 18% per annum, or at the highest rate allowed by law in the applicable state, whichever is lower. SIIENANDOAH shall have the right to stop Work immediately and without notice in the event payment is not made as it becomes due under the terms of this Contract. The contract price and the schedule shall be equitably adjusted for any such delay. An additional fee of 2.5% will apply if a credit card is used for payment.

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Summary of Scanning to Locate Voids Below Concrete

Prepared For: Shenandoah Construction

Prepared By:
Tony Valenti
tony.valenti@gprsinc.com
Project Manager-Tampa
813-459-9480
February 26, 2025

February 26, 2025

Shenandoah Construction
Attn: Angel Granados
Site: Heard Bridge Road, Wauchula, FL 33873

We appreciate the opportunity to provide this report for our work completed on February 26, 2025.

PURPOSE

The purpose of the project was to search for voids that may be present directly below the concrete slab and, if found, to mark out their approximate boundaries. The client marked the desired locations prior to our scanning and our markings were then placed onto the concrete using __.

EQUIPMENT

- **Underground Scanning GPR Antenna**. The antenna with frequencies ranging from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: Link
- **Concrete Scanning GPR Antenna**. This GPR antenna is handheld and rolls over the surface. The antenna needs a reasonably smooth, unobstructed surface for scanning and is not able to scan within 2"-4" of obstructions such as walls and metal tracks unless they are removed prior to our work. The data is displayed on a screen during the scanning and marked on the surface in real time. The total depth achieved can be as much as 18" or more with this antenna but can vary widely depending on the types of materials being scanned through and other factors such as the spacing of the reinforcing and/or moisture content. Depth accuracy depends on the ability to obtain an accurate depth calibration for the concrete. No harmful radiation is emitted and the work can be performed at any time with people in close proximity. For more information, please visit: Link
- **GPS**. This handheld GPS unit offers accuracy down to 4 inches; however, the accuracy will depend on the satellite environment and obstructions and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported into Google Earth or overlaid on a CAD drawing. For more information, please visit: Link

PROCESS

The process begins by using GPR to collect initial scans throughout the area. These scans are used to calibrate the equipment and determine the type of slab, reinforcing patterns, maximum depth penetration, and any other potential limitations. Each location is then scanned with a scan spacing of approximately 2'. The GPR data is viewed in real time and anomalies in the data were located and marked on the surface. Relevant scan examples were saved and will be provided in this report.

LIMITATIONS

Please keep in mind that there are limitations to any subsurface investigation. The equipment may not achieve maximum effectiveness due to conditions in the concrete or soil such as moisture content, age of the concrete, reinforcing size and spacing, and a variety of other factors. No subsurface investigation or equipment can provide a complete image of what lies below. Our results should always be used in conjunction with as many methods as possible such as consulting existing plans and drawings, visual inspection of above-ground features, drilling or cutting, etc.

Void mapping is not a definitive process. A void will be the highest amplitude negative response in the GPR signal but there are materials other than air that may cause strong negative responses. Therefore, there may be false positives in our findings. There also may be voids that are not able to be detected for a number of reasons. GPR can determine the approximate boundaries/edges of voids that are detected along with the approximate depth to the top of the void but cannot determine the depth to the bottom of the void (volume).

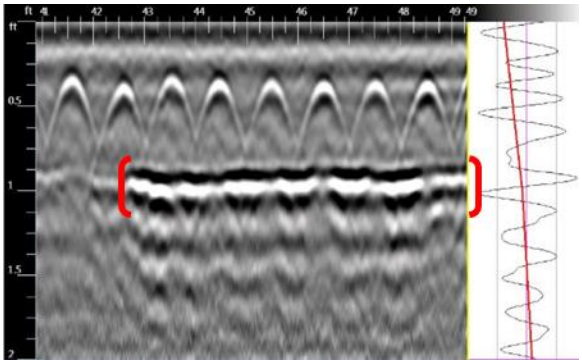
FINDINGS

Based on the areas scanned, potential voids were found within the areas shown in the supporting photos, data, and site map provided. The following pages outline data from scans performed during this investigation. The following pages will provide further explanation of the findings.

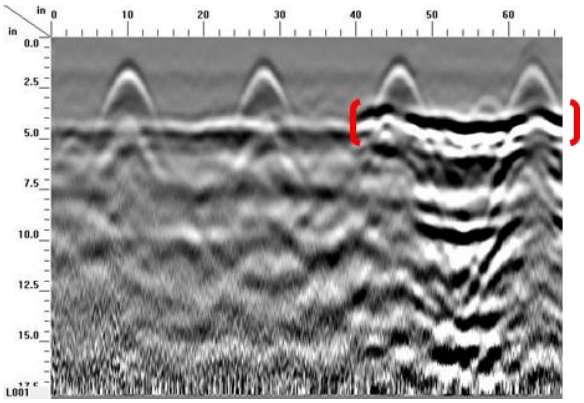
In the map and pics below, the pink-outlined areas indicate the possible existence of voiding based on radar data. Two areas are marked on the east side of the bridge, and one larger area is marked on the west side.



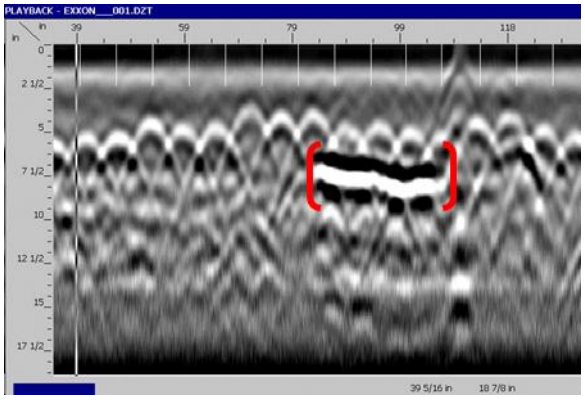
Prepared for: Shenandoah Construction Prepared By: Tony Valenti Date of Scanning: 2/26/25	**Terms and Conditions** GPRS does not provide land survey or civil engineering data collection or documentation. This is provided as a reference map of the field markings and is not survey-grade.					Heard Bridge Road, Wauchula, FL 33873	Prepared by: GPRS



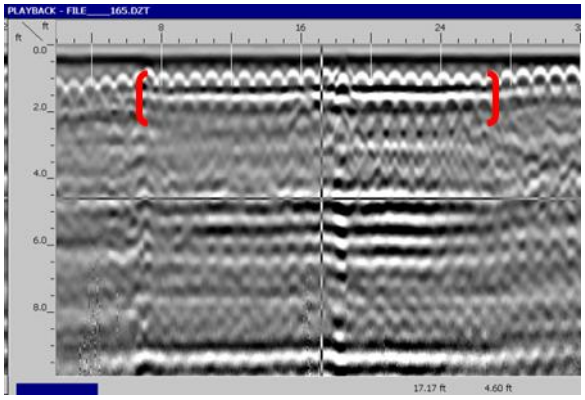
Sample GPR data screenshot showing a void that was confirmed to exist directly below a concrete slab that was reinforced with rebar. Directly below a slab is the most likely depth for a void to exist and is also the most likely to be correctly identified by GPR.



Sample GPR data screenshot showing a void that was confirmed to exist directly below a concrete slab that was reinforced with rebar.

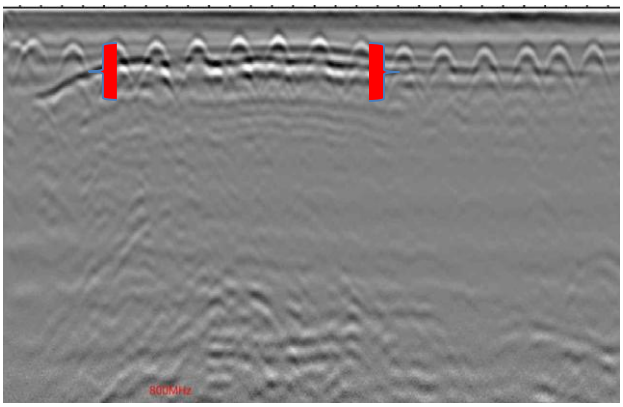


Sample GPR data screenshot showing a void that was confirmed to exist directly below a concrete slab that was reinforced with wire mesh.

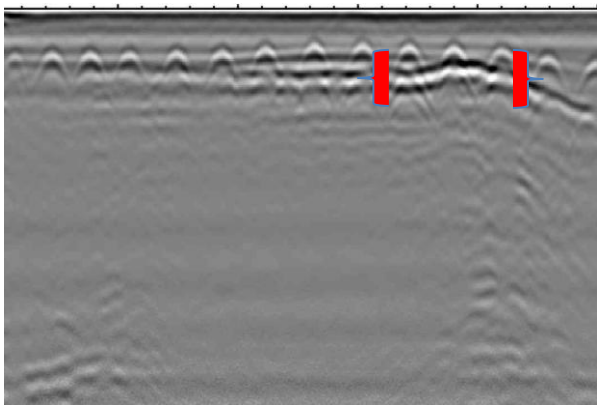


Sample GPR data screenshot showing a void that was confirmed to exist directly below a concrete slab that was reinforced with rebar. This scan was collected with an underground GPR antenna that has the ability to penetrate deeper into the ground but at a lower resolution. Therefore, only more significant voids will be located with this antenna.

Sample Data Screenshots. (Not taken from this project)	Location: previously collected from various sites	GPRS



West Side of Bridge



East Side of Bridge



West Pic



East Pic

GPR Data Screenshots and Photos	Heard Bridge Road, Wauchula, FL 33873	GPRS

CLOSING

GPRS, Inc. has been in business since 2001, specializing in underground storage tank location, concrete scanning, utility locating, and shallow void detection for projects throughout the United States. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed.

As mentioned above, the radar data from this site indicates, but doesn't confirm, extant voiding on both ends of the bridge.

GPRS appreciates the opportunity to offer our services, and we look forward to continuing to work with you on future projects. Please feel free to contact us for additional information or with any questions you may have regarding this report.

Signed,

Tony Valenti
Project Manager—Tampa

Direct: 813-459-9480

tony.valenti@gprsinc.com

www.gprsinc.com

Reviewed,

Nathan Schmoe
Area Manager—Central Florida

Direct: 407-232-5602

nathan.schmoe@gprsinc.com

www.gprsinc.com

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the fixed asset transfers and disposals as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
Disposals.pdf

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	204-B	2003 SCHULTE XHL1500 MOWER VIN# C30102329212	POOR
2	113	2014 INTERNATIONAL PROSTAR VIN# 1HSDJSJR6EH767083	POOR
3	222-B	2006 John Deere Tractor VIN#L06615A476988	Poor
4	291-B	2000 Bush hog 1100 finish Mower	Poor
5	152-A	2006 Ford F-150 4x4 VIN#1FTRF14596NA92626	Poor
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

From: Misti Flowers _____ Date 1 / 30 /20 25
(Department) (Department Head)

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

Custody Accepted: _____ Date ___ /___ /20____

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

Hardee County
FLORIDA

FLEET MAINTENANCE

To: HARDEE COUNTY

From: Misti Flowers, Public Works Operations Manager

Subject: Assets for auction approval

Date: March 11,2025

The following items are being requested for approval to send to auction,
204-B
113
222-B
291-B
152-A

I wanted to give a little insight on why we are asking for approval I have listed the current cost in repairs for each item.

204-B - $134,240.50
113 - $90,409.61
222-B- $121,051.71
291-B - $25,780.01
152-A - $25,963.61

If you have any questions, please feel free to reach out to me.

Respectfully,
Misti Flowers
Public Works Operations Manger

HARDEE COUNTY FLEET MAINTENANCE

MISTI FLOWERS
Misti.flowers@hardeecountyfl.gov
PUBLIC WORKS OPERATIONS MANAGER

CARL KELLEY
Carl.kelley@hardeecountyfl.gov
SHOP SUPERVISOR

Christopher Eures
Christopher.eures@hardeecountyfl.gov
LEAD MECHANIC

MAILING ADDRESS
205 Hanchey Road
Wauchula, Fl 33873

PHONE
863-773-6430

WEBSITE
hardeecountyfl.gov


204-B



113


222-B


291-B
291B



152-A

AGENDA ITEM NO. 7.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Business Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the capital amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:
AA memo amendments 04.03.2025.pdf
Capital Amendments 04.03.2025.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: March 26, 2025

There is one capital amendment before you today.

The amendment reduces the revenue and expense associated with the Communication Tower Grant. More expenses were completed in the previous fiscal year than we anticipated and so the amount to roll forward into the current Fiscal Year 2025 is less than we budgeted.

Staff recommends approval of these amendments.

CAPITAL BUDGET AMENDMENTS
2024-2025

April 3, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-07	State App Rev -Comm Tower	$ 5,618,382.00	$ 5,618,382.00		$ 1,980,625.13	$ 3,637,756.87	True up Grant funds forwarded from FYE23-24
135-521-362-01	State App Cap Exp - Comm Tower	$ 5,618,382.00	$ 5,618,382.00		$ 1,980,625.13	$ 3,637,756.87	

AGENDA ITEM NO. 7.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	**-** Motion to approve Resolution 2025-39, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and ratifying the submission of a request to United States Congressman Franklin's fiscal year 2026 community project funding requests for the repair and replacement of the agri-civic center roof; providing for authorization, severability and for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:

FY26 Community Project Funding Request Form-Hardee County Agri-Civic Center.pdf
Hardee County Agri Civic Center - RAMP - July '23.pdf
Project Summary-CC.docx
Resolution 2025-39 Agri-Civic Funding SJ.docx

FY26 Community Project Funding Request Form

Instructions:

1. This form is to submit a request for Community Project Funding only.

- For all non-Defense Subcommittee language/programmatic requests, please use this form: https://forms.gle/GtTJiFXTDqajy6Da6
- For all Defense Subcommittee language/programmatic requests please use this form: https://forms.gle/x6CmWKVcFrH7inTWA

2. Only the following entities may apply for Community Project Funding:

- State, local, and tribal governments.
- Publicly owned entities (e.g. ports, universities, PUDs, etc.)
- 501(c)(3) Non-Profit Organizations

3. All requests will be required to provide evidence of community engagement and support. Examples of community support include, but are not limited to:

- Letters of support from elected community leaders (e.g. state legislator, mayor, councilmembers or other officials);
- Press articles highlighting the need for the requested CPF;
- Support from newspaper editorial boards;
- Projects listed on official state plans, community development plans or other publicly available planning documents; or
- Resolutions passed by the city council or a government board.

4. Several federal CPF projects will require a cost match. The Committee **will not** waive these matching requirements. This does not mean that matching funds must be in-hand prior to requesting a project but CPF recipients must have a plan to meet such requirements for such a project to be viable.

5. Deadlines: The deadline for **all** requests is **March 14th, 2025. Late forms will not be considered.**

- The deadline is subject to change once guidance from the Appropriations Committee is released.

6. All required questions on the form must be completed. Incomplete and/or incorrect forms will not be considered.
7. Word limits on request descriptions and language are set by the Appropriations Committee, whose electronic filing system won't accept larger submissions.
8. Please enter "N/A" for any required response that is not applicable.
9. All submitted forms are subject to public disclosure.

- All CPF requests are subject to an audit by the independent Government Accountability Office.

- All Members requesting projects must sign and provide to the Committee for each proposal a financial disclosure certification stating that they do not have any financial interest in the projects they request, nor do any of their immediate family members.
- Any Member requesting a CPF must do so in writing. This request will include the Member's name, the name and location of the intended recipient and the purpose of the project.
- All CPF requests will be posted online at https://franklin.house.gov/community-funding-project.

Please note: Members were limited to the number of projects they could request for Fiscal Year 2025. This number could change in the future. Additionally, there is **no assurance** that any or all CPF requests submitted by Members will be approved by the Committee in the amounts requested or at all. The CPF process is highly competitive, and while there are many worthy projects that deserve support, funding limitations prevent many from receiving funding through the Congressional appropriations process. However, it is important to note that CPF represents only a small fraction of the discretionary funding available through competitive grants, loans and other opportunities. Rep. Franklin vets all requests carefully and fully considers each project before submitting.

Should you have any additional questions, please contact Will Sitton at will.sitton@mail.house.gov or call Congressman Franklin's office at 202-225-1252.

* Indicates required question

1. Email *

   terry.atchley@hardeecountyfl.gov

2. By signing below, I acknowledge that I have fully read and understood all instructions. I understand that by submitting this request, it is not guaranteed that it will be submitted due to request limits and there is no assurance that any of Rep. Franklin's submitted CPF requests will be approved in the amounts requested or at all. *(Please type your name below)* *

Organization Information

3. Organization Name: *

   Hardee County Board of County Commissioners

4. Address: *

412 West Orange Street, Room 103, Wauchula, Florida 33873

5. Phone Number: *

863-773-9430

6. Website *(if available)*: *

https://www.hardeecountyfl.gov

7. Eligibility of Organization: *

Mark only one oval.

- [x] State, local, or tribal government
- [ ] Publicly owned entity (i.e. port, university, PUD, etc.)
- [ ] 501(c)(3) Non-Profit

8. Tax EIN for 501(c)(3) Non-Profits:

59-6000632

Contact Information

9. Name of Point of Contact: *

Lorie Ayers

10. Phone Number: *

863-773-6349

11. E-Mail Address: *

lorie.ayers@hardeecountyfl.gov

Project Information

12. Name of the Project/Program to be Funded: *

Hardee County Agri-Civic Center Roof Replacement

13. Federal Agency and Account Requested: *

Mark only one oval.

- ( ) Department of Agriculture -- Community Facilities Grants
- ( ) Department of Agriculture -- ReConnect Program
- ( ) Department of Agriculture -- Distance Learning and Telemedicine Grants
- ( ) Department of Agriculture -- Rural Water and Waste Disposal Grants
- ( ) Department of Agriculture -- Agricultural Research Service (ARS), Buildings and Facilities
- ( ) Department of Agriculture -- Natural Resources Conservation Service, Conservation Operations
- ( ) Department of Justice -- State and Local Law Enforcement Assistance - Byrne Justice Assistance Grant (JAG)
- ( ) Department of Justice -- Community Oriented Policing Services (COPS) - Technology and Equipment
- ( ) Department of Commerce -- NOAA, Coastal Zone Management
- ( ) Department of Commerce -- NIST - Scientific and Technical Research and Services (STRS)
- ( ) National Aeronautics and Space Administration (NASA) -- Safety, Security, and Mission Services
- ( ) U.S. Army Corps of Engineers
- ( ) Department of Interior -- U.S. Bureau of Reclamation - Water and Related Resources
- ( ) Department of Homeland Security -- Emergency Operations Center Grant Program
- ( ) Department of Homeland Security -- Pre-Disaster Mitigation Projects
- ( ) Environmental Protection Agency -- State and Tribal Assistance Grants (STAG)
- ( ) Environmental Protection Agency -- STAG - Drinking Water State Revolving Fund
- ( ) Department of Transportation -- Airport Improvement Program (AIP)
- ( ) Department of Transportation -- Highway Infrastructure Projects
- ( ) Department of Transportation -- Transit Infrastructure Projects
- ( ) Department of Transportation -- Consolidated Rail Infrastructure and Safety Improvements (CRISI)
- ( ) Department of Transportation -- Port Infrastructure Development Program
- (✓) Department of Housing and Urban Development -- CDBG Economic Development Initiatives (EDI)

- [ ] Military Construction -- Construction and Unspecified Minor Construction - Active Components
- [ ] Military Construction -- Construction and Unspecified Minor Construction - Reserve Components

14. Physical Location of the Project/Program (or Address of Project) (street number, street name, city, and zip code): *

Hardee County Agri-Civic Center

515 Civic Center Drive, Wauchula, Florida 33873

15. County the project is located in *(or primarily located in if multiple)*: *

Mark only one oval.

- [ ] Collier
- [ ] Desoto
- [x] Hardee
- [ ] Highlands
- [ ] Okeechobee
- [ ] Polk
- [ ] Glades
- [ ] Hendry
- [ ] Not in District

16. If located outside of FL-18, please explain how your entity/organization serves the residents of FL-18 *(If located in FL-18, please enter "N/A").* *

N/A

17. Project Description *(250 words or less)*: *

Allocation of funds would enable roof replacement at the Hardee County Agri-Civic Center. This vital facility plays a pivotal role in County economic operations, yet has succumbed to significant deterioration due to severe water intrusion. The primary focus of this funding is the replacement of the County's high-risk roof, a critical step to mitigate existing problems and allow for economic development opportunities and the continuation of public service.

18. Full Project Summary and Justification for the Use of Taxpayer Funds. *

***Please include answers to any questions that are required under the account you are requesting these funds from**. For more information on what specific questions must be answered, please see the CPF Funding Guide for more details. **Please also include data and/or evidence that demonstrates the public benefit** (option to upload documents below).*

The Hardee County Agri-Civic Center was constructed in 1981 and serves as a convention center and venue for concerts, the Hardee County Fair pageants, housing for the National Guard or others during emergency situations, identified as a possible location for court jury selections and for other events. Hardee County is a financially distressed community and has been identified as a South-Central Rural Area of Opportunity by Florida Commerce. We do not currently have the resources and have not been successful securing revenue sources to complete the roof replacement for this vital County facility. *Continued on next page*

19. Amount of Funding

Requested: *$1,638,000.00

20. Total Project Cost *(how much will the full project cost when completed? This can be estimated if needed - if you have cost estimates, please include in attachments)* *

$1,638,000.00

21. If your project is submitted to an account that requires a match, please include how you plan to satisfy that match *(Please include as much detail as possible)*. *

Match not required.

22. Detailed breakdown of how the requested funds would be spent *(The Committee requires that Members include a detailed budget breakout in their formal submission to the Committee specifically describing how the requested funding would be used. For example, amounts for salaries for providers or instructors, educational materials, exhibits, supplies, evaluation activities, equipment, construction materials, travel costs, etc.*): *

$1,638,000.00 - Hardee County Agri-Civic Center roof replacement with Modified Bitumen roof system, 32-year no dollar limit manufacturer warranty through bid request process for certified contractor products, materials and labor.

Total grant request $1,638,000.00

23. Detailed breakdown of the total cost of the project or program that includes all prior funding sources (both public and private) and any amounts that remain unfunded: *

Total project cost is anticipated at $1,638,000.00. We have not been successful in securing revenue sources for this project.

24. Total amount of federal funds previously awarded to this project or program (if not applicable, please type "N/A") *

N/A

25. Anticipated start date for the project or program: *

10/1/2025

Example: January 7, 2019

26. Anticipated completion date for the project or program: *

09/30/2026

Example: January 7, 2019

27. Once completed, will the project or program require continued funding to maintain operation? If so, where will that funding come from? *

No additional cost is anticipated.

28. **Upload Supporting Documents for Questions Above.** *If you would like to upload documents to explain the questions feel free to do so here. *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.**

Files submitted:

29. List any public or private entities that have been identified as project sponsors in prior funding requests and/or that will help determine how the requested funds will be spent: *

N/A

30. Are there any known or anticipated community concerns associated with this project or program (e.g. conflict with land use, neighborhood concerns, etc.) that could prevent it from moving forward? *

No, there are not any concerns.

31. Please list additional stakeholders in the community who support the proposed project/program: *

Vent Crawford, Hardee County Sheriff

Terry Atchley, Hardee County Fair Board

Kaylee Webb, Chamber of Commerce

32. **Community Support Upload.** Please submit evidence of community support here in PDF format. ***OUR APPLICATION REQUIRES AT LEAST 3 SUPPORT DOCUMENTS.*** *(letters of support from elected leader, community leaders and stakeholders, the community at-large, constituents who benefit, press articles either highlighting the need for the specific project or generally in support of your organization, resolutions passed by local/county/state governments, projects listed on community development plans, state intended use plans, and other publicly available planning documents, support from local newspaper editorial boards, etc.) *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.** *

Files submitted: Agri-Civic Center Roof Support - HCSO; Courthouse Roof Support - HCSO

33. **For a military construction project to be considered it must meet all the following requirements:**

- A current DD1391 form provided by the military department or defense agency.
- Is on one of the following lists provided by the Secretary of Defense or his designee:
    o Future Year Defense Program (FYDP);

    o A Secretary-approved Unfunded Requirements or Unfunded Priorities List (UFR/UPL); or

    o A Secretary-approved cost-to-complete list.

    o Is executable or "shovel ready" in FY2025.

Upload documents here.

Files submitted:

House/Senate Member Disclosure

34. Please list any other House Members you are submitting this request to *(if only Rep. Franklin, answer N/A)*: *

N/A

35. Please list any Senators you are submitting this request to *(if non-applicable, answer N/A)*: *

N/A

Public Disclosure

Information included in this section may be used to assist the Office of Congressman Franklin fully explain the requests to interested parties.

36. Project Justification: Please explain in a few sentences on how this Programmatic or Language request will help your organization, community, FL Congressional District 18, the State of Florida, and/or the nation: *

Allocation of funds would enable the Hardee County Agri-Civic Center to remedy challenges of the deteriorating roof, maintain the integrity and functionality of this essential facility, continue to ~~provide economic opportunity and ensure a safer more conducive environment for the public~~ we serve.

37. Appropriate Use: Please explain in a few sentences why any federal resources used to carry out this Programmatic or Language request would be an appropriate constitutional use of taxpayer resources: *

By proactively addressing roof issues at the Hardee County Agri-Civic Center, we strive to enhance the longevity and efficiency of this critical asset thereby reinforcing its significance in supporting ~~the community, providing economic opportunity and a safe environment for taxpayers while~~ contining County operations.

This content is neither created nor endorsed by Google.

Google Forms

The Garland Company, Inc.

Roof Asset Management Program



Hardee County Agri Civic Center - RAMP - July '23

Prepared By

Grant Gale

Prepared For

Roscoe Hilliard

July 27, 2023

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Client Data

Client: Hardee County

Client Data

Name	Hardee County		
Address 1	307 Hanchey Road		
City	Wauchula	**State**	Florida
ZIP	33873	**Country**	United States

Contact Info

Contact Person	Roscoe Hilliard	**Title**	Facilities Supervisor
Mobile Phone:	863-245-8791	**Office Phone:**	863-773-3419
Email:	buddy.hilliard@hardeecounty.net		

Facility Summary

Client: Hardee County

Facility: Hardee County Agri Civic Center

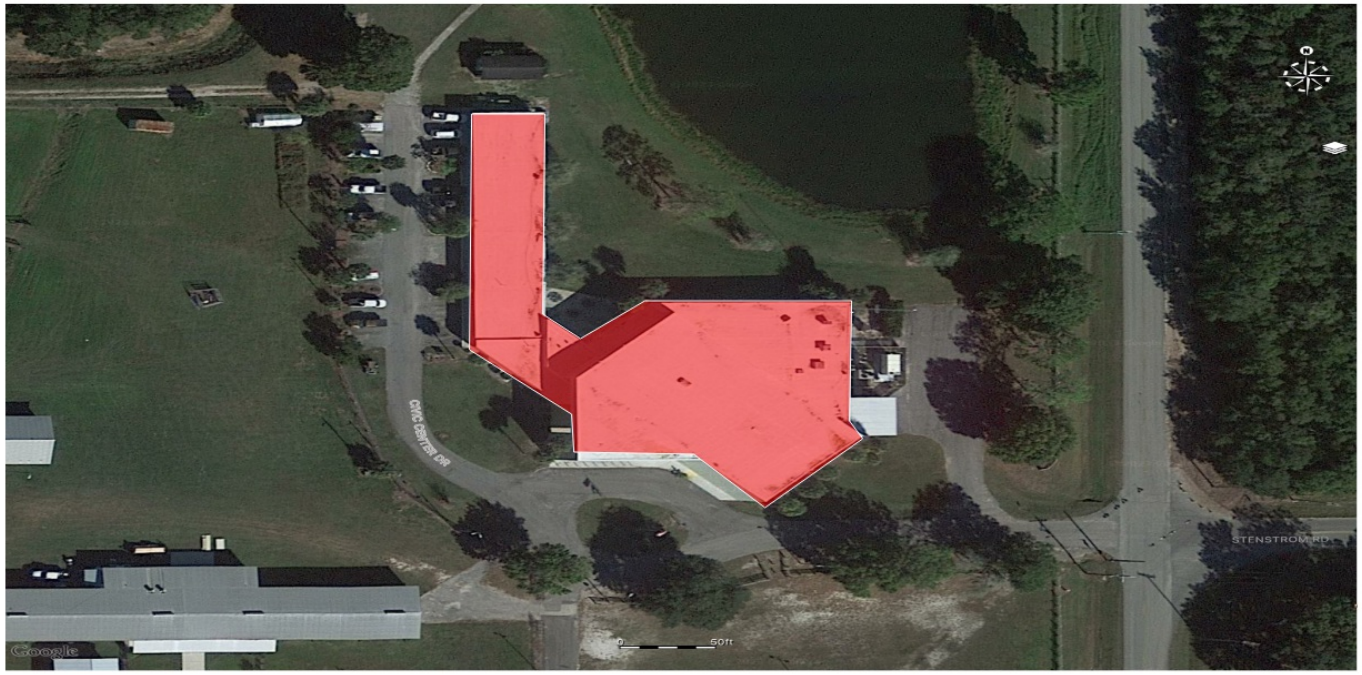


Facility Data

Address 1	515 Civic Center Dr
City	Wauchula
State	Florida
ZIP	33873
Type of Facility	County
Square Footage	27,663
Contact Person	Roscoe Hilliard

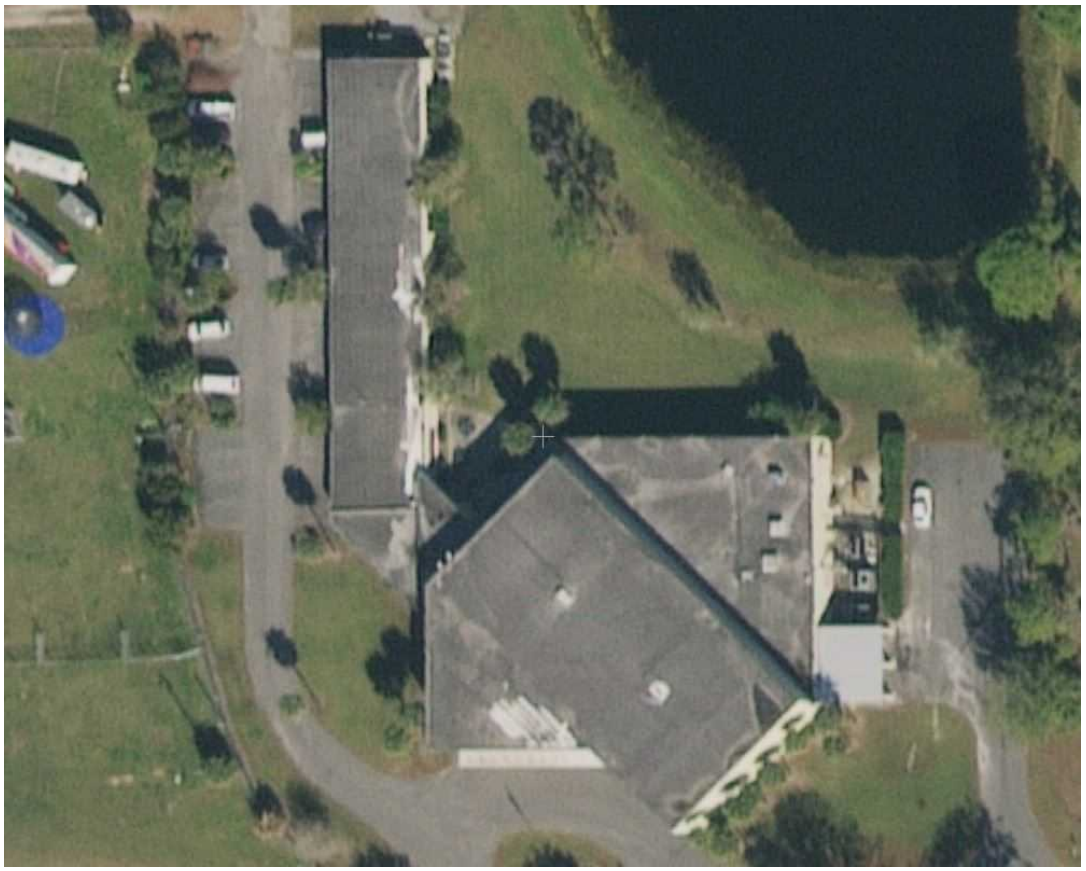
Asset Information

Name	Date Installed	Square Footage	Roof Access
Roof	Unknown	27,663	Attached Ladder
Walls	Unknown	-	



Excellent Good Fair Poor Failed

515 Civic Center Dr, Wauchula, FL 33873



EXTENDED COVERAGE 2D

Report Details

Report:53810431
Building: 1

Roof Details

Total Area =27,663 sq ft
Total Roof Facets =6
Predominant Pitch = 0/12
Number of Stories <=1
Total Ridges = 0 ft
Total Valleys = 0 ft
Total Rakes = 53 ft
Total Eaves = 32 ft

Report Contents

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eagleview

SATISFACTION EXTENDED COVERAGE GUARANTEED

Disclaimer: This report was produced using EagleView Extended Coverage Technology. Due to a variety of reasons including but not limited to tree coverage, poor images, low photo resolution or other blockages, this report DOES NOT offer an accuracy guarantee. EagleView recommends that anyone using this report field verify the measurements.
Measurements provided by EagleView

Contact: Grant Gale
Company: The Garland Company
Address: 3800 East 91St
Cleveland, OH 44105
Phone: 217-417-0228

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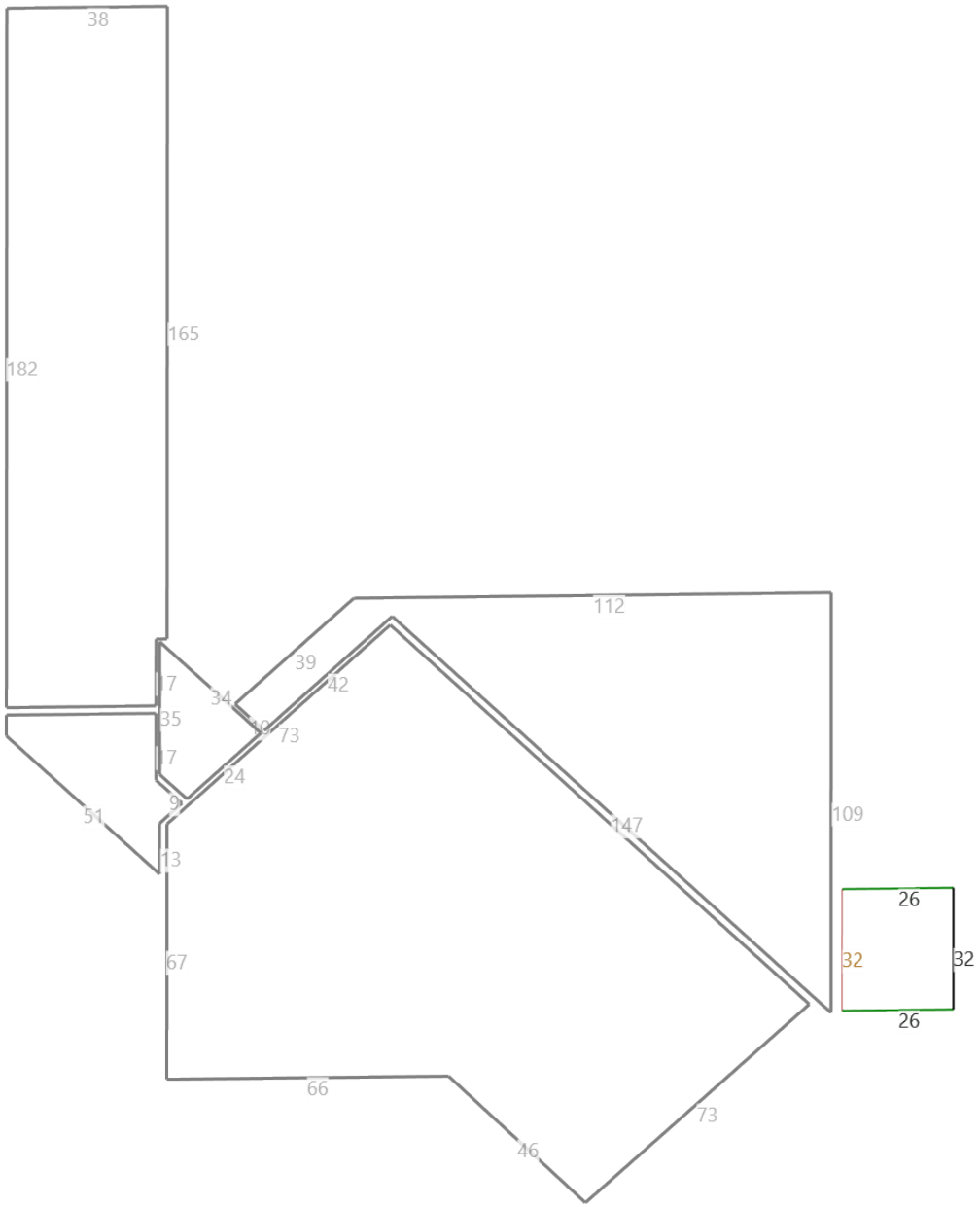

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Length Diagram

Total Line Lengths:

Ridges = 0 ft
Hips = 0 ft
Valleys = 0 ft
Rakes = 53 ft
Eaves = 32 ft
Flashing = 32 ft
Step flashing = 0 ft
Parapets = 1,603 ft

Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5 feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

EXTENDED COVERAGE 2D

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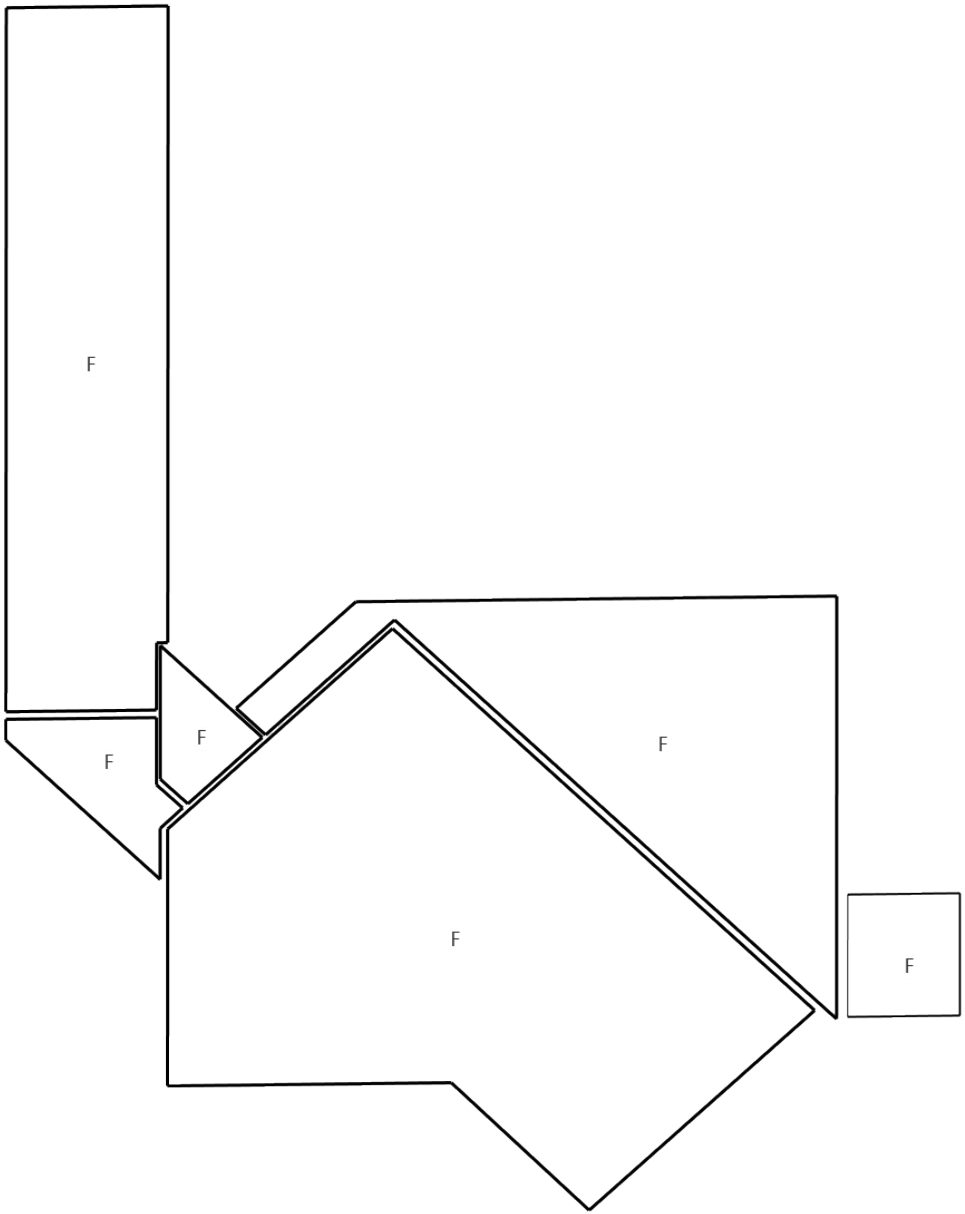

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Pitch Diagram

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 0/12.

Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater.

Pitch Diagram Disclaimer: With Extended Coverage, only the predominant pitch may be noted due to resolution of photo. Refer to pitch table for more information.

EXTENDED COVERAGE 2D

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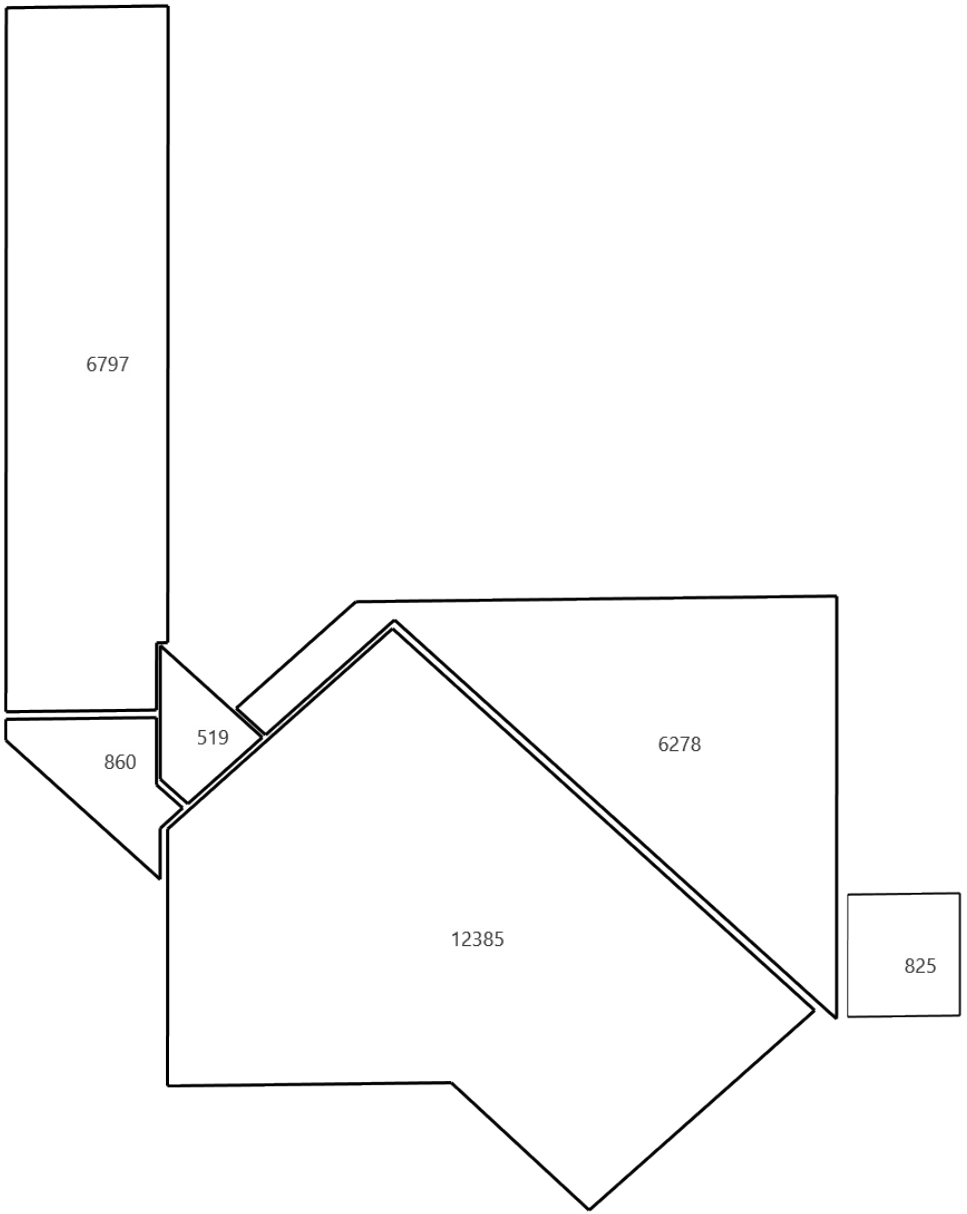

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Area Diagram

Total Area = 27,663 sq ft, with 6 facets.

Note: This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square feet after being totaled).

EXTENDED COVERAGE 2D

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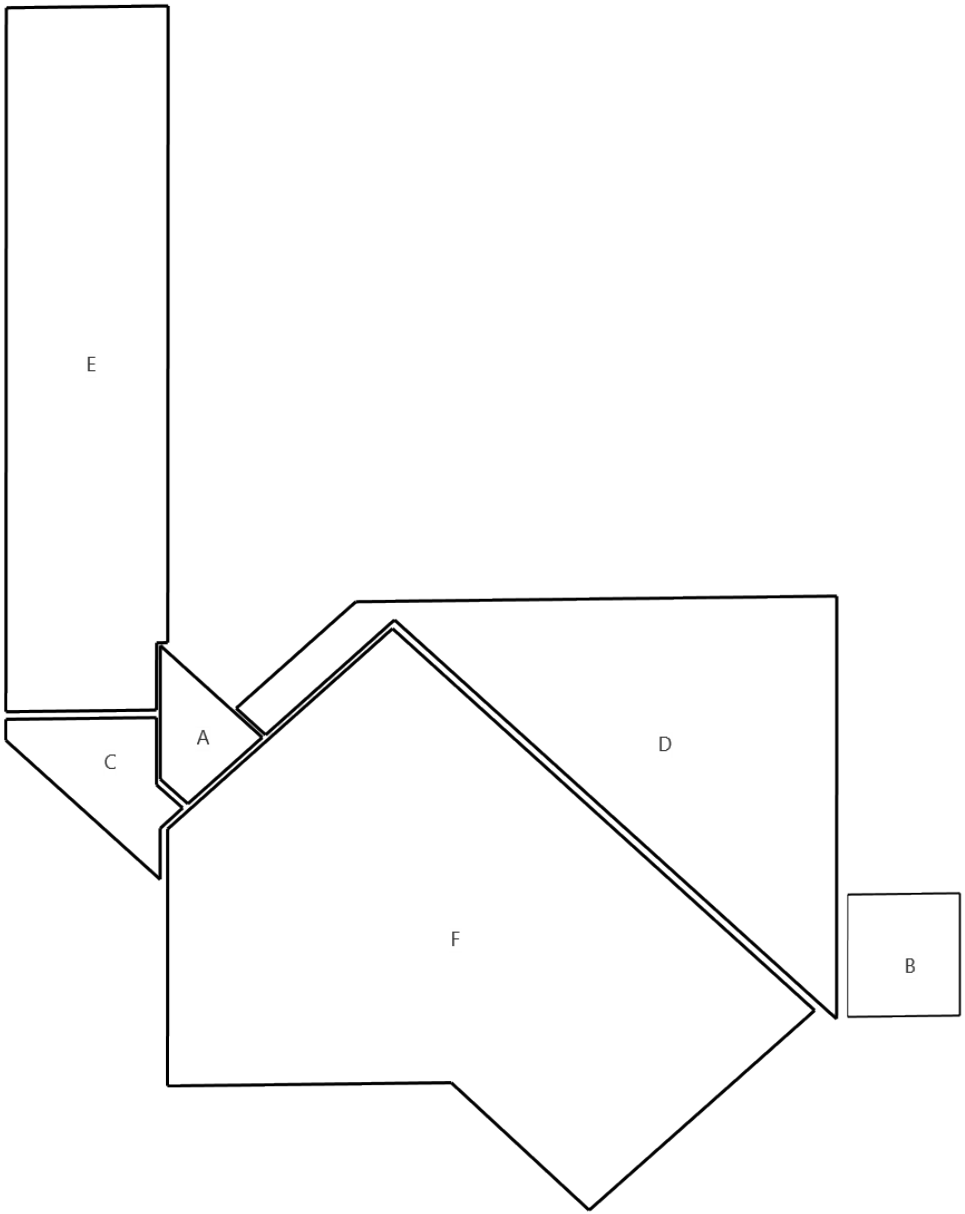

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Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference.

EXTENDED COVERAGE 2D

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Facet Area (sq ft) Based Upon Pitch

The area for each facet appears in the column under the appropriate pitch.

Facet	Pitch(inches per foot)										
	0	2	4	6	8	10	12	14	16	18	20
A	519.1	526.3	547.2	580.4	623.9	675.7	734.1	797.6	865.2	935.8	1008.9
B	824.6	836	869.2	921.9	991	1073.4	1166.2	1267.1	1374.3	1486.6	1602.7
C	859.5	871.4	906	961	1033	1118.8	1215.5	1320.7	1432.5	1549.5	1670.6
D	6277.7	6364.3	6617.3	7018.7	7544.9	8171.7	8878	9646.3	10462.8	11317.3	12201.7
E	6797.3	6891.1	7165	7599.6	8169.3	8848.1	9612.8	10444.7	11328.8	12254	13211.6
F	12384.7	12555.5	13054.6	13846.5	14884.6	16121.3	17514.6	19030.2	20641.2	22326.8	24071.5
Total	27663	28045	29159	30928	33247	36009	39121	42507	46105	49870	53767

EXTENDED COVERAGE 2D

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Each value is rounded to the nearest square foot. The totals are based on the unrounded values.

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Areas per Pitch	
Roof Pitches	0/12
Area (sq ft)	27662.9
% of Roof	100%

Disclaimer: The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch. With Extended Coverage, only the predominant pitch may be noted due to resolution of photo. With Extended Coverage, EagleView recommends field verifying yellow-shaded sections and pitch utilizing the Facet Area Based Upon Pitch Table below.

Waste Calculation Table

Waste %	Area (sq ft)	Squares
0%	27,663	276.6
10%	30,429	304.3
12%	30,983	309.8
15%	31,812	318.1
17%	32,366	323.7
20%	33,196	332.0
22%	33,749	337.5

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations.
Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Report Summary

Below is a measurement summary of the values presented in this report.

Total Roof Facets = 6

Property Location

Longitude = -81.8348254
Latitude = 27.5331198

Notes

There were no changes to the structure in the past four years.

Lengths, Areas and Pitches

Ridges = 0 ft (0 Ridges)
Hips = 0 ft (0 Hips).
Valleys = 0 ft (0 Valleys)
Rakes* = 53 ft (2 Rakes)
Eaves/Starter** = 32 ft (1 Eaves)
Drip Edge (Eaves + Rakes) = 85 ft (3 Lengths)
Parapet Walls = 1,603 (29 Lengths).
Flashing = 32 ft (1 Lengths)
Step flashing = 0 ft (0 Lengths)
Total Area = 27,663 sq ft
Predominant Pitch = 0/12

EXTENDED COVERAGE 2D

Online Maps

Online map of property
http://maps.google.com/maps?f=g&source=s_q&hl=en&geocode=&q=515+Civic+Center+Dr,Wauchula,FL,33873
Directions from The Garland Company to this property
http://maps.google.com/maps?f=d&source=s_d&saddr=3800+East+91St,Cleveland,OH,44105&daddr=515+Civic+Center+Dr,Wauchula,FL,33873

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* Rakes are defined as roof edges that are sloped (not level).
** Eaves are defined as roof edges that are not sloped and level.

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Businesses Near This Property

The links on this page point to businesses near this property (marked by a green arrow in the maps).

Restaurants

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Restauraunts

Fast Food

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Fast+Food

Medical Centers

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Medical+Centers

Hospitals

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Hospitals

Doctors

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Doctors

Gas Stations

http://maps.google.com/maps?near=515+Civic+Center+Dr,Wauchula,FL,33873&q=Gas+Stations

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HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

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p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • www.garlandco.com

Preliminary Pressure Calculations

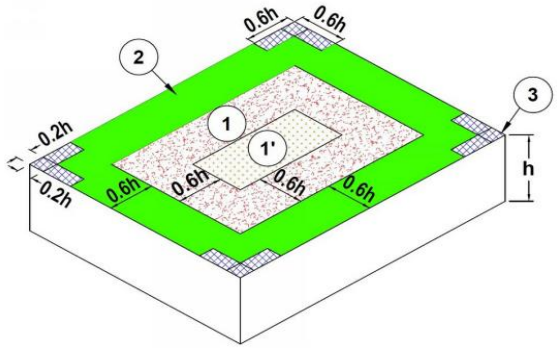
Date	11/6/2023
Sales Rep	Grant Gale
City	Wauchula
State	FL

Project Name	Hardee County Civic Center
Roof Sections	Upper-Most Roof

Design Code	ASCE 7-16 ASD		Base Velocity Pressure	27.5	psf	Gcpi = 0.55
Exposure Category	C		Roof Type	Gable		
Risk Cat. , Importance Factor	III , 1		Edge Zones			
Wind Speed	148	mph	Zone 2 width =	16'-3"		
Design Roof Height:	27	ft	Zone 3 width =	5'-5"		
Minimum Building Width:	122	ft	Zone 3 length =	16'-3"		
Roof Pitch (X, Y)	0.25 : 12		=			
Roof Angle	1.19	deg	=			
Parapet ≥ 36" Entire Roof	No		=			
Deck Type	Steel					

Notes:

Zone Image



Zone Pressures (psf)

ZONE 1'	ZONE 1	ZONE 2	ZONE 3			Wall Perimeter Zone 4	Wall Corner Zone 5
39.8	61.8	78.3	103.0			40.8	48.2

Notes:

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Coping

		Date	11/6/2023
		Sales Rep	Grant Gale
Project Name	Hardee County Civic Center	City	Wauchula
Roof Sections	Upper-Most Roof	State	FL

ANSI/SPRI ES-1 COPING PRELIMINARY DESIGN

Project Data

Design Wind Speed:	148	mph
Metal Edge Height:	27.67	feet
Exposure Category:	C	
Importance Classification:	III	

Design Wind Pressure — ASCE 7-16 ASD

Basic Velocity Pressure:	27.69	psf
Horizontal Design Pressure:	48.59	psf
Vert. Design Pressure:	103.82	psf

ES-1 Tested Coping System

Product Designation:	ES-C050-16-60-16
System Description:	R-Mer Edge Snap on Coping 16" x 0.050" Alum w/ 16 GA Anchor Chairs at 60" o.c.

Maximum Tested Front Load:	86	psf
Max. Vertical Front Dim.:	6	inches
Maximum Tested Top Load:	220	psf
Max. Vertical Width:	16.00	inches
Maximum Tested Rear Load:	129.1	psf
Max. Vertical Rear Dim.:	4.00	inches

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Fascia

		Date	11/6/2023
		Sales Rep	Grant Gale
Project Name	Hardee County Civic Center	City	Wauchula
Roof Sections	Upper-Most Roof	State	FL

ANSI/SPRI ES-1 FASCIA PRELIMINARY DESIGN

Project Data

Design Wind Speed:	148	mph
Metal Edge Height:	27.67	feet
Exposure Category:	C	
Importance Classification:	III	

Design Wind Pressure — ASCE 7-16 ASD

Basic Velocity Pressure:	27.69	psf
Horizontal Design Pressure:	48.59	psf

ES-1 Fascia Load

Vertical Face Dimension:	7.25	inches
Fascia Design Load:	81.14	psf

ES-1 Tested Fascia System

Product Designation:	MEA-RMF-Fascia725-A40
System Description:	R-Mer Force Fascia 7.25'' x 0.040'' Aluminum w/ RMEBF-700 Base Frame

Maximum Tested Load:	470	psf
Max. Vertical Face Dim.:	7.25	inches

Construction Details

Client: Hardee County

Facility: Hardee County Agri Civic Center

Roof Section: Roof



Information

Year Installed	Unknown	**Square Footage**	27,663
Slope Dimension	0/12	**Eave Height**	27'
Roof Access	Attached Ladder	**System Type**	Single Ply

Notes

Various Roof Types.
Unknown White Coating on some roof systems.
27' to uppermost roof.


CIVIC CENTER DR
STENSTROM RD
0
60ft
Google

Inspection Report

Client: Hardee County

Facility: Hardee County Agri Civic Center

Report Date: 07/14/2023

Roof Section: Roof

Inspection Information

Inspection Date	07/14/2023	**Core Data**	No
Inspection Type	Visual Inspection	**Leakage**	Yes
Deck Conditions	Unknown		

Flashing Conditions

Perimeter	Failed	**Wall**	Failed
Projections	Poor	**Counterflashing**	Failed

Miscellaneous Details

Reglets	N/A	**Debris**	Yes
Control Expansion Joints	Failed	**Ponding Water**	Extreme
Parapet Wall	Failed	**Coping Joints**	Unknown

Perimeter

Rating	Failed
Condition	Perimeter edge failure was noted at a few points. Membrane adhesion loss was common along the perimeter. In one particular area, rep observed a large amount of water trapped underneath the membrane.

Field

Rating	Failed
Condition	Extreme ponding is common along with numerous other common issues (UV Staining, numerous previous repairs, poor slope, fastener back-out, etc.)

Penetrations

Rating	Poor
Condition	

Drainage	
Rating	Failed
Condition	Extreme ponding is a major issue. Poor slope was observed.

Overall	
Rating	Failed
Condition	Overall, this aged commodity grade roof system is in failed condition. A number of issues were observed, and those are listed in the Roof Photo Report Summary. Active leaks are common.

Photo Report

Client: Hardee County
Facility: Hardee County Agri Civic Center
Roof Section: Roof

Report Date: 07/14/2023
Title: Visual Assessment

Overall, this aged commodity grade roof system is in failed condition. A number of issues were observed during a visual inspection. No core cuts were taken as manufacturer's rep was unable to determine if the roof was under warranty at the time. Numerous active leaks were observed.

Observed Conditions:

- *Extreme ponding*
- *Fastener back-out*
- *Heavy UV staining/deterioration*
- *Split seams*
- *Perimeter edge failure*
- *Membrane adhesion loss*
- *Blistering*
- *Debris*
- *Caulking deterioration*
- *Water observed underneath membrane*
- *Numerous previous repairs*
- *Lack of proper slope*
- *Active leaks*



Photo 1

Steel deck was observed. Deterioration was observed at numerous locations.



Photo 2

Ponding: Ponding water occurs when moisture collects in large pools on the surface of a roof system. These pools begin to form due to the following: 1) roof drains are blocked or clogged with debris, 2) the insulation package has lost dimensional stability and has reduced in thickness, 3) poor slope to drain design via overbuilt crickets or tapered insulation system, 4) roof drains are built along side building support columns which maintain a consistent height under load while the balance of the roof system is applied over a live deck which tends to move and deflect under normal seasonal load. In all cases, roof depressions that collect and hold water will tend to grow in size as the added weight of the ponding water will continue to deflect the roof deck even further.

This condition can damage the roof in a number of ways. Additional structural loads create more movement of the roof assembly creating more tear stress and of course a potential for structural failure. UV intensity also increases under ponding conditions as the sun's rays are increased to the point where it accelerates deterioration in most all roof systems. In asphalt based assemblies the natural waterproofing oils in the asphalt will separate from the membrane if the system remains submerged under water for sustained periods. Single ply roof system rot and burn out when the ponding area is exposed to sunlight. The added weight can crush insulation increasing the ponding condition and creating a condition where the insulation becomes a useless thermal barrier. This condition then affects the mechanical system and the cost of heating and cooling the building. In the winter ponding water will expand as it freezes. This expansion will weaken small imperfections in the roof system. Small cracks and tears will widen until they rupture to allow water into the building. And finally, a negatively deflected deck becomes a structural concern.



Photo 3

Ponding is extremely common on all roof sections.



Photo 4



Photo 5

Heavy UV staining/deterioration.



Photo 6



Photo 7

Fastener Back-Out: This condition can occur on mechanically fastened roof systems depending upon the location of the fastener. Typically this condition is found where the system configuration has the fastener immediately below the surface membrane. In these conditions thermal bridging and condensation from the thermal bridge creates a situation whereby the fastener begins to back out. Additionally, wind loads, incorrect fastener type for the substrate and dimensional instability of the insulation also contributes to this condition. In some cases, what appears to be fastener back out is actually insulation dimension loss typically due to the use of low density insulation and/or moisture contamination. Roof traffic can also create conditions that appear to be fastener back out as well. With fastener back out comes the high probability of the fastener puncturing the waterproofing surface membrane and eventually causing a leak. Proper design reduces or eliminates fasteners having direct contact with the surface membrane.



Photo 8

Numerous backed-out fasteners have started penetrating the membrane.



Photo 9

Split seam.



Photo 10

Perimeter edge failure.



Photo 11

Membrane adhesion loss is common, especially along the perimeter.

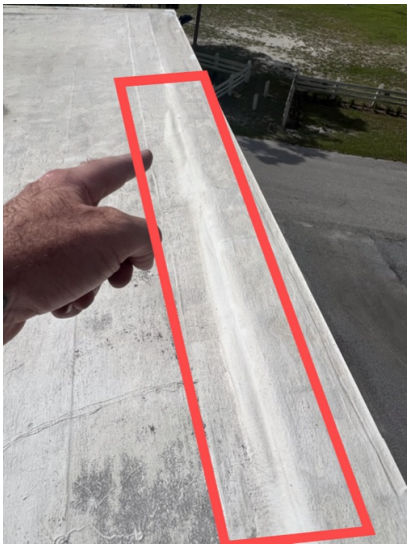

Photo 12

Water was found under this entire area. Manufacturer's rep nudged the area with his foot and heard the water sloshing around.



Photo 13

Blisters: Soft spongy pockets or swellings in the roofing material. They occur between layers of felt or between the roof membrane and substrate. Air or moisture vapor entrapped within a blister expands as the roof and outside air temperatures rise. This results in sufficient pressure to push the roofing felts upwards and apart. Blisters may be ruptured by roof traffic, expanding frozen water, or hail (especially during colder weather). Some blisters may become so large as to affect drainage, which may then cause ponding water. Laps could also be pulled apart, resulting in leakage. A ruptured blister will immediately allow water to penetrate and damage the roof system.



Photo 14

Caulking Deterioration: As caulking is exposed to UV rays and temperature fluctuations it loses its flexibility and develops cracks. Once this occurs splits develop allowing water to penetrate walls and buildings causing damage as well as leaks.

Debris – Leafs and Pine Needles: Pine needles and other leaves build up on the roof membrane causing plugged drains and scuppers thereby causing ponding water and structural weight loading. As the leaves and pine needles rot a "compost effect" occurs, this in effect causes soil to form on top of the roof membrane. This soil creates a perfect medium for plant and weed growth. When seeds take hold the roots will often penetrate through the membrane causing immediate leaks and damage internally.



Photo 15

Heavily rusted rooftop units and penetrations are common.



Photo 16

It appears a mastic and scrim was used in an attempt to repair/cap this unit. Mastic is not typically used in this way and it's deteriorating.



Photo 17



Photo 18

Previous repair attempts are extremely common. Many of these repairs are completely submerged in ponding water.



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23

Poor slope has contributed to ponding and other issues. The water is having a hard time getting to the scuppers on all roof sections.



Photo 24

Interior leaks are common.



Photo 25

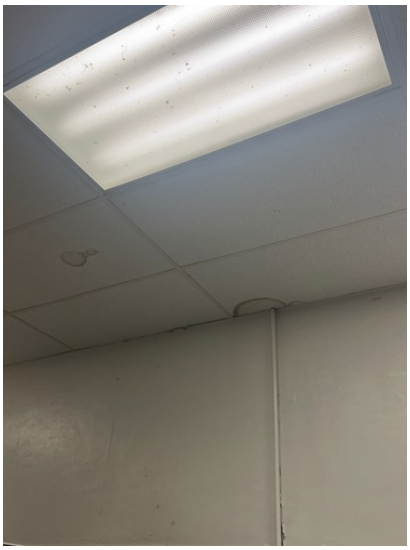

Photo 26



Photo 27



Photo 28

Solution Options

Client: Hardee County

Facility: Hardee County Agri Civic Center

Roof Section: Roof

Replace Options

Solution Option:	Replace	**Action Year:**	2023
Square Footage:	27,663	**Expected Life (Years):**	32
Budget Range:	$995,000.00 - $1,300,000.00		

Please note the above cost is a budget number not a firm price. A firm price would be determined by a bid process.

This replacement includes the following and is performed by an approved contractor.

The StressPly 2 ply membrane system is a superior Garland product that is modified with SBS polymers providing this roof with an unparalleled tensile strength and temperature flex. The StressPly system also comes with a 30-year non-prorated warranty issued by Garland (+2 years to warranty when utilizing OMNIA for procurement).

NOA No.:22-062808 pg. 26 - Torch Applied

1. Remove existing roof section down to deck in a professional manner.
2. Inspect deck – repair/replace any damaged decking at pre-determined price per SqFt.
3. Mechanically attach tapered Polyisocyanurate insulation (min. 1.5" thick & min. R-25 value) and DensDeck Prime (min. 1/2" thick). All layers of insulation to be simultaneously attached per NOA/Roofing Application Standard RAS 117.
4. Install 1 ply of HPR Torch Base Sheet directly to the coverboard (torch applied).
5. Install 1 ply of StressPly IV Plus Mineral (torch applied).
6. Install all new Roxul cant strip around all curb and perimeter flashings.
7. 8" minimum flashing height. 24" maximum flashing height. Any curbs that do not currently meet the minimum flashing heights will need to be raised.
8. All flashings to be done with 1 ply of the specified base-sheet, and 1 ply of the specified cap-sheet.
9. Utilize termination bars – term bars to be 3-coursed with specified mastic and reinforcement scrim. Counter-flash utilizing Kynar Coated .040 Aluminum.
10. Replace all pitch pans with new pitch pockets – fabricate out of stainless steel #4. Fill bottom half of pitch pans with Gar-Rock and allow to cure. Fill the top half of pitch pans with Seal-Tite. Allow to cure. Fabricate umbrellas to cover the top of the pitch pan. All construction to be soldered.
11. Replace any lead plumbing stacks.
12. Replace all scupper drains utilizing new .040 aluminum per provided Garland detail.
13. Replace downspouts utilizing Garland .040 aluminum.
14. Replace all coping with R-Mer Edge Prefabricated Coping – Type: .050 Aluminum – standard color selection.
15. Where applicable utilize R-MER Force Fascia - .040 Aluminum- standard color selection.
15. Apply 2 coats of Garla-Brite at .5 gallons per square (return after 30 days).
16. Contractor to issue 5yr labor warranty.
17. Garland to issue 30yr warranty (+2 when procured through OMNIA)

USE TUFF FLASH WITH CAST GRANULE FOR ALL AREAS THAT ARE NOT ABLE TO BE SEALED USING NORMAL METHODS.

The Garland Difference

1. Assistance with specification preparation

2. Engineering Services ASCE 7-16 wind uplift calculations and drainage calculations

3. Qualified contractors to bid on the project

4. Assistance with pre-bid meetings

5. Bid analysis

6. 3 days per week on site job monitoring

7. On-line job progress reports

8. Assistance with job close out

9. Help establishing a pro-active roof maintenance program performed on an annual basis to assureperformance

10. A 30 year NDL, non-prorated, roof warranty (+2 years with OMNIA)

Photo Report

Client: Hardee County
Facility: Hardee County Agri Civic Center
Wall: Walls

Report Date: 07/31/2023
Title: Visual Assessment - Walls & Windows

Overall the walls are in poor to fair condition. The following conditions were observed.

Observed Conditions:

- *Cracking*
- *Voids*
- *Caulking deterioration*
- *Peeling paint*
- *Wall staining*
- *Mildew growth*
- *Efflorescence*
- Deteriorating wet-seal at windows



Photo 1

Heavy wall staining was observed along perimeter.



Photo 2

Wall damage/cracking is fairly common.



Photo 3



Photo 4



Photo 5



Photo 6

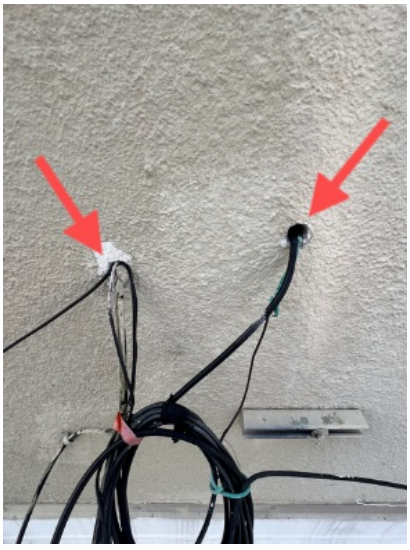

Photo 7

Numerous voids found in the wall from current or previous penetrations.



Photo 8



Photo 9

Failing seal around numerous wall penetrations was observed.



Photo 10



Photo 11

Numerous areas of peeling paint were observed.



Photo 12



Photo 13



Photo 14

Caulking Deterioration: As caulking is exposed to UV rays and temperature fluctuations it loses its flexibility and develops cracks. Once this occurs splits develop allowing water to penetrate walls and buildings causing damage as well as leaks.



Photo 15

Mildew growth is common.



Photo 16

Heavy staining and growth.



Photo 17

Efflorescence: Efflorescence is caused when soluble salts and other water dispersible materials come to the surface of concrete and mortars. It is induced by low temperatures, moist conditions, condensation, rain, dew, and water. Typically efflorescence is caused by either water penetrating the wall from the outside or water entering the wall through deteriorated perimeter flashing. Over time this will degrade the mortar of the wall requiring the wall to be repointed.



Photo 18

Missing sealant at base of wall. Efflorescence noted on wall and concrete.



Photo 19

Deteriorating wet-seal on windows.



Photo 20



Photo 21

Efflorescence noted under windows.

Solution Options

Client: Hardee County

Facility: Hardee County Agri Civic Center

Wall: Walls

Restore Options			
Solution Option:	Restore	**Action Year:**	2024
Square Footage:	-	**Expected Life (Years):**	10
Budget Range:	$110,000.00 - $140,000.00		

Please note the above cost is a budget number not a firm price. A firm price would be determined by a formal bid process.

A heavy-bodied, ready-to-use, emulsified acrylic architectural wall coating. It damp-proofs and beautifies all types of exterior and interior masonry surfaces. Tuff-Coat will not peel, chip, blister or crack. It hides stains, discolorations, it is also non-fading, and washable. Tuff-Coat is suitable for application over painted and unpainted surfaces of cement, cinder block, concrete, brick, stucco, and exterior insulation and finishing systems (EFIS).

FEATURES:

1. **Provides heavy-bodied protection (even over rough-textured cinder block)**
2. **Bridges small hairline cracks and masonry imperfections**
3. **Resists fumes and fresh or salt water**
4. **No application odor**
5. **Available in 4 colors and can be tinted for special projects**

Scope of Work:

Exterior Coating:

1. Contractor to prepare exterior walls for Tuff Coat application by thoroughly pressure cleaning the surface
2. Repoint all joints with loose mortar or where mortar is missing.
3. Delaminated or damaged areas should be repaired using a cement-based patching compound. The contractor must sound out the wall section prior to painting. Deteriorated, damaged, or delaminating areas must be marked for approval.
4. Cracks larger than 1/8” shall be ground into a V shape no less than ½” wide, and filled with a concrete patching compound. Refer to specification.
5. Repair areas per specifications and details. (An allowance for repairs will be provided). Repairs should follow the attached details. The finished repair must match the existing texture and the area of repair shall be marked for approval prior to performing the repair.
6. Apply Tuff-Coat to secure a total minimum coverage of 10- 16 mils per coat. Product shall be applied by phenolic core roller with a minimum 2 coat process.

Joint Replacement:

1. Remove existing sealant by cutting, grinding or tooling out joint as necessary to achieve proper adhesion.

2. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
3. Install sealant free of air pockets, foreign embedded matter, ridged and sags. Contractor to follow instructions on the data sheet.
4. Neatly tool compound slightly concave with proper tools and execute finishing of caulking around frames with coving tool.

Miscellaneous Penetrations:

1. Seal all miscellaneous penetrations with Greenlock XL or Tuff Stuff MS. Tool out any old sealant prior to applying new sealant.

Windows:

1. Remove existing, deteriorated gaskets and/or sealant.
2. Solvent wipe the adjacent substrate surfaces to remove all debris and residual sealant.
3. Install Garland's All-Sil, silicone sealant in accordance with industry standards and the manufacturer's specifications.

Exclusions:

1. Previously repaired wall areas or existing cosmetic damages.
2. Window frame painting.
3. Miscellaneous trim metal painting / refinishing.

Project Summary

The Hardee County Agri-Civic Center was constructed in 1981 and serves as a convention center and venue for concerts, the Hardee County Fair pageants, housing for the national guard, or others during emergency situations, identified as a possible location for court jury selections and for other events.

Hardee County is a financially distressed community and has been identified as a South-Central Rural Area of Opportunity by Florida Commerce. We do not currently have the resources and have not been successful in securing revenue sources to complete roof replacements for these vital County facilities.

The Hardee County Fair provides a great economic opportunity for Hardee County and is located adjacent to the Agri-Civic Center. During Fair week, The Agri-Civic Center serves the community by hosting pageants for school-age individuals. At other times, The Agri-Civic Center is available as a convention center, venue for concerts, quinceanera and other events through public rental agreements generating the economy in Hardee County.

The Hardee County Agri-Civic Center has been plagued by severe water intrusion, resulting in substantial damage to include falling ceiling tiles, microbial growth and heavy ponding that may lead to structural and/or safety issues. Beyond visible signs of disrepair, there are concerns about compromised air quality and overall safety as underscored by a reputable manufacturer specializing in roofing and building envelope systems.

Allocation of funds would enable the Hardee County Agri-Civic Center to remedy challenges of the deteriorating roof with the installation of a Modified Bitumen roof with 32-year no dollar limit manufacturer warranty, maintain the integrity and functionality of this essential facility, continue to provide economic development opportunities and ensure a safer more conducive environment for staff and the public we serve. By proactively addressing Hardee County Agri-Civic Center roof issues, we strive to enhance the longevity and efficiency of this critical asset thereby reinforcing its significance in supporting the community, providing economic opportunity and a safe environment for taxpayers while continuing County operations.

RESOLUTION NO. 2025-39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING AND RATIFYING THE SUBMISSION OF A REQUEST TO UNITED STATES CONGRESSMAN FRANKLIN'S FISCAL YEAR 2026 COMMUNITY PROJECT FUNDING REQUESTS FOR THE REPAIR AND REPLACEMENT OF THE AGRI-CIVIC CENTER ROOF; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, each member of the United States House of Representatives may request funding for projects in their community, and U.S Congressman Franklin represents Florida's 18th Congressional District where Hardee County (the "County") is located; and

WHEREAS, U.S. Congressman Franklin was seeking community project funding requests for eligible applicants and community projects; and

WHEREAS, the County's Agri-Civic Center serves the community in various capacities including as a convention center, concert venue, host of various pageants and community events, and shelter for the Florida National Guard during emergencies; and

WHEREAS, the Agri-Civic Center has sustained substantial damage including severe water intrusion and the roof is in need of replacement in order to maintain access and functionality of this essential facility and ensure a safer environment for the public; and

WHEREAS, the Board of County Commissioners of Hardee County (the "BOCC") find it to be in the best interests of the County to seek community project funding for Fiscal Year 2026 for the repair and replacement of the Agri-Civic Center roof and approve and ratify the submission of the community project funding request.

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. **Ratification and Approval.** That the BOCC hereby approves and ratifies submission of U.S. Congressman Franklin's Community Project Funding Request for Fiscal Year 2026 (Exhibit "A".)

Section 3. **Approval and Authorization Agreement.** That the BOCC hereby approves and authorizes the County Manager to execute the grant agreement, in a form approved by the County Attorney, and all additional necessary documents for acceptance of the grant.

Section 4. **Acceptance of Funds.** The BOCC hereby approves and authorizes the County Manager to accept funds for use towards the Agri-Civic Center roof replacement as provided for herein.

Section 5. **Approval and Authorization Grant Funds Expenditure.** The BOCC hereby approves and authorizes the County Manager or Designee to accept and expend the awarded grant funds in furtherance thereof.

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

APPROVED AND ADOPTED this 17th day of April, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

(SEAL)

_____
Russell A. Melendy, Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

AGENDA ITEM NO. 7.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, Mining Department

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: **-** Motion to accept the financial surety in the form of a performance bond in the amount of $45,600 for the reclamation of Mosaic Dairy Borrow Pit; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

SUGGESTED ACTION:

ATTACHMENTS:
Dairy Closure Borrow Pit Bond Memo to BoCC with attachments.pdf
Dairy Closure Borrow Pit Memo to Sarah.pdf
Mosaic SFMM-EE Dairy Closure Borrow Pit - Operating Permit.pdf
Mosaic Dairy Closure Borrow Pit Bond presentation.pptx

Hardee County FLORIDA

Mining Department

To: Terry Atchley, County Manger

From: Deb Butler, Mining Coordinator

Subject: Dairy Closure Borrow Pit Financial Assurance

Date: March 28, 2025

I have completed my review of the Mosaic Fertilizer, LLC Dairy Closure Borrow Pit and am ready to issue the Operating Permit per Section 13.01.03(C). This borrow pit is for the purpose of filling the existing ponds on the parcel that were utilized for the former dairy. The Special Exception for the borrow pit was approved in July 2024 under resolution 2024-54. Please see Section 13.01.04 below that outlines the requirements for Financial Security.

Sec. 13.01.04. - Financial Security for Reclamation Plan.

A¡ .Financial.Security

Financial.security.is.required.per.the.procedure.contained.in.this.Section¡

7¡ .A.surety.in.the.amount.to.be.established.by.the.Board.shall.be.deposited.into.a. restricted.escrow.account.or.a.performance.bond.in.that.amount.shall.be.secured¡. The.amount.will.be.based.on.quantities.mined.in.relation.to.the.acres.reclaimed.and. evaluated.on.an.annual.basis¡.Escrow.funds.or.the.performance.bond.shall.forfeit.to. the.County.should.the.mining.operator.fail.to.perform.according.to.the.approved. mining.reclamation.plan.and.schedule¡.

8¡ .The.surety.must.be.for.7❹months.or.the.length.of.the.permit.plus.six.months? whichever.is.less?for.reclamation?and.must.be.in.a.form.acceptable.to.both.the. County.Engineer.and.the.Board.Attorney.and.is.subject.to.final.acceptance.by.the. Board¡ .This.surety.will.have.to.be.renewed.on.an.annual.basis.until.the.permitted. mining.operation.is.completed¡.At.the.time.of.renewal?the.amount.of.the.surety.will.be. adjusted.for.reclamation.performed.and.any.changes.in.the.quantities.to.be.mined¡.

At this time I am requesting the Board of County Commissioners approve the financial surety per the requirements in Section 13.01.04. The total area that is to be reclaimed is 3.04 acres, the reclamation bond amount in Section 13.03.05 is $15,000 per acre. Mosaic Fertilizer, LLC intends on obtaining a performance bond in the amount of $45,600. Mosaic has provided bondability letter which is attached.

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

DEB BUTLER
MINING COORDINATOR

CARRIE EDENFIELD
PERMITTING SPECIALIST II

MAILING ADDRESS
220 S 9th Ave
Wauchula, FL 33873

PHONE
863-773-0136

WEBSITE
hardeecountyfl.gov

HARDEE CLERK TO BOARD
JUL 31 '24 PM 10:39

RESOLUTION 2024-54
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A MAJOR SPECIAL EXCEPTION TO AUTHORIZE THE APPLICANT, MOSAIC FERTILIZER, LLC (APPLICANT) TO EXCAVATE AND DEVELOP A 5.0 ACRE BORROW PIT FOR PURPOSE OF PROVIDING FILL TO REMEDIATE EXISTING DAIRY PONDS ON A 320 ACRE PARCEL; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the APPLICANT is the owner of certain real property located within the boundaries of the County, the legal descriptions of which is attached to this Agreement as **Exhibit A** (the "Property"); and

WHEREAS, the Property has a future land use designation of "Agriculture" and is zoned "Agriculture" under the County's Land Development Regulations; and

WHEREAS, the APPLICANT has been approved for the extrusion of pipe on the subject property to be used in their proximal mining activities; and

WHEREAS, the subject property was previously utilized as a dairy farm, with ancillary ponds; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) requires the remediation of said ponds on the former dairy farm; and

WHEREAS, the APPLICANT requires fill dirt in order to remediate the dairy ponds; and

WHEREAS, the APPLICANT has applied for the Land Excavation permits to authorize the digging of a borrow pit to utilize the fill dirt for the remediation of the dairy ponds in compliance with FDEP's requirements; and

WHEREAS, land excavation in excess of 1.0 acres requires a Major Special Exception approval from the Board of County Commissioners; and

WHEREAS, the APPLICANT has submitted an application for a Major Special Exception to authorize the mining activity related to digging and development of a borrow pit to remediate the existing dairy ponds; and

WHEREAS, the Hardee County Planning and Zoning Board has held a public hearing and a recommends APPROVAL of the Major Special Exception application; and

Inst: 202425004203 Date: 08/01/2024 Time: 3:12PM
Victoria L Rogers, Clerk of Court
Hardee, County, By: LB
Deputy Clerk

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, that:

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

Section 2. Approval. The Major Special Exception application for a borrow pit shown on the properties depicted in Exhibit 1 attached hereto, is hereby APPROVED.

Section 3. 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 5. Effective Date. This Resolution shall take effect immediately upon adoption in accordance with the law.

APPROVED AND ADOPTED this 18th day of July 2024, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

D. Renee Wyatt, Chair

ATTEST:

Victoria L. Rogers,
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 07/18/2024
Date: 08/01/2024

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

Sarah Johnston
COUNTY ATTORNEY

Legal Description:

The West ½ of Section 5, Township 33 South, Range 27 East; and the South ½ of SE ¼ of Section 6, Township 33 South, Range 27 East, Hardee County, Florida, LESS A PARCEL DESCRIBED AS FOLLOWS: Beginning at the NW corner of the S ½ of the SE ¼ of said Section 6; thence run South 02°34'50" East along the West line of the South ½ of the SE ¼ of said Section 6 a distance of 918.62 feet; thence South 87°54'14" East 471.35 feet; thence North 02°34'50" West 934.86 feet to a point of the North line of the S ½ of the SE ¼ of said Section 6; thence North 89°59'55" West along said line a distance of 470.26 feet to Point of Beginning.

AND

NE ¼ of Section 7, Township 33 South, Range 27 East, Hardee County, Florida.

AND

NW ¼ of Section 8, Township 33 South, Range 27 East, Hardee County, Florida.

Trey Kolenda

Managing Account Executive
Travelers Commercial Surety

3010 Highland Parkway | Suite
900 Downers Grove, IL 60515
W: 630-961-4277
C: 630-277-0846

March 28, 2025

Re: The Mosaic Dairy Closure Borrow Pit *(located within parcel 05-33-27-0000-10010-0000; and approximately 0.76 miles west of Old Town Creek Road and 0.70 miles south of County Line Road)*

Dear Hardee County Board of County Commissioners:

It has been the privilege of Travelers Casualty and Surety Company of America and its affiliates ("Travelers")[1] to provide surety bonds for The Mosaic Company for over 19 years. During that time we have bonded projects in the $100,000,000.00 range for a wide variety of owners.

It is our opinion that The Mosaic Company is qualified to perform the above captioned project, which we understand has an estimated value of approximately $45,600.00. At their request we will give favorable consideration to providing the required bond.

Please note that the decision to issue a bond is a matter between The Mosaic Company and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Trey Kolenda

[1] Travelers Casualty and Surety Company of America is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)). Rating is current as of July 20, 2023.

Hardee County FLORIDA

Mining Department

To: Sarah Johnston, County Attorney

From: Deb Butler, Mining Coordinator

Subject: Dairy Closure Borrow Pit Financial Assurance

Date: March 10, 2025

I have completed my review of the Dairy Borrow Pit and am ready to issue the Operating Permit per Section 13.01.03(C). The Special Exception for the borrow pit was approved in July 2024 under resolution 2024-54. The financial surety was not approved by the BoCC during the Special Exception process the requirements are listed in Section 13.01.04. The total area that is to be reclaimed is 3.04 acres, the reclamation bond amount in Section 13.03.05 is $15,000 per acre. This is the amount that we have used for all previous borrow pits in the county. Can you please let me know what if anything I need to provide for approval of the bond so that I can issue the Operating Permit?

Below are the above referenced Sections of the ULDC.

13.01.03(C)

(C) Issuance of Land Excavation Operating Permit.
(1) A land excavation operating permit shall be obtained from the Mining Coordinator prior to commencing land excavation and must be in effect at all times during such land excavation.
(2) The land excavation operating permit shall be consistent with the Special Exception Use Permit's conditions of approval.
(3) A protected, complete copy of the permit shall be posted at the site entrance where it is visible for public viewing.

BOARD OF COUNTY COMMISSIONERS

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WEBSITE
hardeecountyfl.gov

Sec. 13.01.04. - Financial Security for Reclamation Plan

A. Financial Security

Financial security is required per the procedure contained in this Section.

1. A surety in the amount to be established by the Board shall be deposited into a restricted escrow account or a performance bond in that amount shall be secured. The amount will be based on quantities mined in relation to the acres reclaimed and evaluated on an annual basis. Escrow funds or the performance bond shall forfeit to the County should the mining operator fail to perform according to the approved mining reclamation plan and schedule.

2. The surety must be for 18 months or the length of the permit plus six months, whichever is less, for reclamation, and must be in a form acceptable to both the County Engineer and the Board Attorney and is subject to final acceptance by the Board. This surety will have to be renewed on an annual basis until the permitted mining operation is completed. At the time of renewal, the amount of the surety will be adjusted for reclamation performed and any changes in the quantities to be mined.

Section 13.03.05(C)(3) Administrative Procedures

(3) Financial Responsibility.

Each year at the time of Annual Review the Applicant/Operator shall furnish to the Board of County Commissioners evidence of financial responsibility updated to the anniversary date. The amount shall be based upon the following schedule:

(a) For each acre of land to be mined in the year following the anniversary date, $15,000.00.

(b) For each acre of land mined or previously covered by a settling pond, sand clay mix area, or thickening pond but not reclaimed in compliance with this Section and the permit as of the anniversary date $15,000.00.

(c) For each acre-foot of the maximum above grade storage of the largest settling pond, sand/clay mix settling area or thickening pond in the year following the anniversary date, $1,000.00.

(d) At the Annual Review when the last mining unit of the Master Mining and Reclamation Plan is presented, the Operator shall demonstrate to the Board of County Commissioners adequate financial ability to ensure the completion of all land reclamation in adherence to the Master Mining and Reclamation Plan. Such evidence shall be by:

(1) Evidence of insurance, surety bonds, letters of credit, or other financial instruments acceptable by Hardee County, where a payee is required it shall be payable to Hardee County, to cover all costs and expenses of completion of reclamation of any areas which are not reclaimed as required by the approved Master Mining and Reclamation Plan and the costs of cleanups of any pollutants released by failure of any settling or thickening pond, dam, spillway or other outlet structure and damages to public lands and waters caused thereby; or

HARDEE COUNTY
MINING DEPARTMENT

HARDEE COUNTY MINING DEPARTMENT
220 South 9th Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

May 1, 2025

Mr. Bartley Arrington
Mosaic Fertilizer, LLC
13830 Circa Crossing Dr
Lithia, FL 33547

Re: Operating Permit – Dairy Closure Borrow Pit

Mr. Arrington,

The Mosaic Dairy Closure Borrow Pit (project area is +/- 5 acres) is located within parcel 05-33-27-0000-10010-0000; and approximately 0.76 miles west of Old Town Creek Road and 0.70 miles south of County Line Road.

On March 13, 2024 the Planning Department received a Major Special Exception Permit Application for construction of a +/-5.0 acre borrow pit with an overall project area of +/- 8.13 acres to be utilized for remediation activities of a former dairy that has been closed. The borrow material is not to be utilized at the adjacent South Fort Meade Mine – Eastern Extension (SFMM-EE). This application was reviewed by Hardee County and as a result of review the original plan was revised and resubmitted on June 18, 2024. The project was recommended for approval by the Planning and Zoning Board on June 6, 2024 and the Hardee County Board of County Commissioners approved the Special Exception on July 18, 2024 under Resolution 2024-56.

The Hardee County Mining Department received an Operating Permit Application on May 24, 2024. A request for additional information was sent June 4, 2024. A partial response was received June 18, 2024. Additional information was received January 13, 2025 and the application was deemed complete on March 6, 2025.

A revised Operating Permit Application was submitted to the Hardee County Mining Department (HCMD) on May 15, 2023. The financial assurances for reclamation were approved by the Board of County Commissioners on July 24, 2023, and a bond was recorded with the Hardee County Clerk of Courts on August 17, 2023.

After considering the foregoing matters and items, HCMD hereby approves the Dairy Closure Borrow PIt Operating Permit. The operating permit will expire on **November 1, 2026,** or when the reclamation bond expires whichever occurs first. Mosaic Fertilizer, LLC (Owner/Operator) will be allowed to conduct major earthmoving mining operations in accordance with provisions of Article 13.01 of the Hardee County Unified Land Development Code (ULDC) and Comprehensive Plan subject to the following conditions, limitations, and restrictions:

1. Land Excavation and Reclamation: The Owner/Operator is responsible for the performance of all land excavation and reclamation activities in accordance with the approved Site Development plans in **Exhibit 1**. If construction notes on Exhibit 1 vary from Operating Permit stipulations, the Operating Permit shall take precedence. The Operating Permit and Site Development Plans shall be maintained in a permit box onsite.

Contact information is as follows:
Bartley Arrington
Mosaic Fertilizer, LLC
13830 Circa Crossing Dr.
Lithia, FL 33547
Telephone: (863) 473-5009

The Engineer of Record shall be:
Bo Conerly, P.E.
Kimley Horn and Associates, Inc.
109 South Kentucky Ave
Lakeland, FL 33801;
Telephone: (813) 225-8274

1. Hours of Operation: The planned operating schedule is Monday through Friday during daylight hours, weather permitting. Should weather or other delays be experienced, operations may be extended to weekends and/or nights.
2. Compliance with Other Approvals and Permits: All land excavation operations shall be conducted in strict compliance with all applicable approvals and permits issued by a federal, state or local government agency or entity including, but not limited to the following:
    - Hardee County Special Exception Permit (resolution 2024-54)
    - Florida Department of Environmental Protection (FDEP) Environmental Resource Permit
    - Florida Department of Environmental Protection (FDEP) – Industrial Wastewater Facility Permit

3. Reclamation Bond: Pursuant to Section 13.01.04 of the ULDC, Owner/Operator has tendered a surety bond in the amount of $45,600 for a minimum of 18 months. Cancellation/Expiration of the surety bond during the term of this Operating Permit shall result in an automatic suspension of this Operating Permit.
4. Progress Report: Permittee shall submit an Annual Progress Report on the anniversary date of this operating permit, along with $300 Annual Progress Report Fee. The Annual Progress Report shall review the excavation and reclamation status, results of a detailed inspection of the perimeter silt fencing/ pollution control and plans, the reclamation bond shall be reviewed and updated to reflect excavation and reclamation status.
5. Safety Requirements: The subject borrow pit is located within a 320 acre parcel that is presently utilized for agricultural purposes, a pipe extrusion facility and mining access and corridor. Access to the borrow pit area should be restricted to haul trucks and operation personnel only and be fenced and locks put on the entrance gates. The employee parking area should be well delineated and marked with haul traffic not going through.
6. Reclamation Standards: Reclamation of the 5.0 acres borrow area shall proceed in accordance with the approved Reclamation Plan and shall comply with the provisions of the Land Development Code, Comprehensive Plan, and Chapter 62C-39, Florida Administrative Code.
7. Roadway Impacts:
    - No material shall be hauled on the public right-of-way, any material hauled on a public right-of-way will be deemed a violation of the permit and the permit shall be suspended.
    - Material is to be hauled from the borrow area to the areas that are to be remediated at the former dairy location on the parcel.
8. Noise, Vibration, Dust, Etc.: All mining activities should be in compliance with Section 13.01 of the ULDC.
9. Stormwater Pollution Prevention Plan: Owner/Operator will comply with the Stormwater Management Plan, as outlined in the permit application, during earthmoving and reclamation activities. The integrity of the perimeter silt fencing and berm shall be inspected at a minimum of a weekly basis and after any significant rainfall event. If there are any unauthorized releases HCMD shall be notified within 24 hours of the release.
10. Submission of Documents: Unless otherwise specified, any documents, materials, notice or other findings or submission required under the terms of the permit shall be submitted to the County in accordance with paragraph 14 below. Owner/Operator shall also concurrently submit to the Mining Coordinator correspondence to any other governmental agency relating to permits for the Dairy Borrow Pit operations. Owner/Operator shall notify the County of any

complaint the Owner/Operator may receive from a third party that potentially relates to the operation of the Dairy Borrow Pit in Hardee County. If the County has reason to believe there are any inadequacies or omissions in the materials, notices or other filings submitted in accordance with this Operating Permit, the County shall notify Owner/Operator in writing of the specific inadequacies or deficiencies, together with a list of steps to be taken by Owner/Operator to correct or cure any such deficiencies. If such matters are not resolved in a timely manner, then they will be referred for enforcement.

11. Subsequent Permit Procedures:
    - This permit will expire on **November 1, 2026**. If an extension is required approval by the BoCC is required.
12. Violations: Owner/Operator will comply with Section 13.01 of the ULDC. All of the conditions, limitations, and restrictions set forth in this Operating Permit are deemed to be essential and material to the issuance hereof, and any breach, default or violation of any one or more of said conditions, limitations, and restrictions shall be deemed a breach, default or violation of this Operating Permit. Owner/Operator shall have an affirmative duty to promptly notify the Mining Coordinator in writing of any known violation of the terms and conditions associated with all applicable approvals and permits issued by any federal or Florida governmental agency or entity, as well as any other known violations of the conditions, limitations, and restrictions set forth in this Operating Permit .
13. Enforcement: Enforcement for violations for violations of this Operating Permit shall be in accordance with the Section 13.01 of the Hardee County Unified Land Development Code.
14. Notice: All notices, requests and annual reports provided for herein shall be in writing, and shall be delivered by hand or mailed, addressed as follows:

    To the County:

    Hardee County Mining Department
    220 S 9th Ave.
    Wauchula, FL 33873
    Attn: Deb Butler, Mining Coordinator

    To Operator:

    Mosaic Fertilizer, LLC
    13830 Circa Crossing Dr.
    Lithia, FL 33547
    Attn: Bartley Arrington

Or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. If any such notice, request or authorization is delivered by hand, it shall be deemed to have been received when so delivered. If any such notice, request or authorization is delivered through the U.S. Mail system, it shall be by registered or certified mail, postage paid and return receipt requested. It shall be deemed to have been received when deposited in the U.S. Mail.

15. Effective Date: This Operating Permit shall become effective upon signing by all parties below.

Sincerely,

Debra L Butler
Mining Coordinator

Cc: Bo Conerly, Kimley Horn and Associates, LLC

I have read and understand this letter and agree to the conditions and regulations herein.

Executed this _____ day of _____, 2025 by _____

as _____ Mosaic Fertilizer, LLC.

_____ _____

(printed name) (signature)

WITNESSES

_____ _____

(printed name) (signature)

_____ _____

(printed name) (signature)

Before me the undersigned authority this day personally appeared _____ , who having been first duly sworn deposes and says: that he is an authorized agent Mosaic Fertilizer, LLC.; that he has read and understands forth therein; and that Mosaic Fertilizer, LLC. accepts said Operating Permit and all the conditions, limitations, and restrictions set forth therein.

Sworn to and subscribed before me this _____ day of _____, 2025

_____

Notary Public

My commission expires:

HARDEE COUNTY
MINING DEPARTMENT

Mosaic Fertilizer, LLC Dairy Closure Borrow Pit – Reclamation Bond

PRESENTED BY: DEB BUTLER – MINING COORDINATOR

Land Excavation Permit Requirements

Hardee County Mining Department

- Required for any excavation greater than one acre.
- Any land excavation that is authorized by SWFWMD or FDEP for the purpose of agricultural irrigation, including cattle ponds shall be exempt.
- If more than one dump truck of excavated material leaves the site it is no longer exempt.
- Must obtain a Special Exception Use Permit from the Community Development Department
- Apply for an operating permit from the mining department, which is approved by the Mining Coordinator. Financial Surety must be obtained and recorded prior to approval of permit.

Mosaic Fertilizer, LLC Dairy Closure Borrow Pit



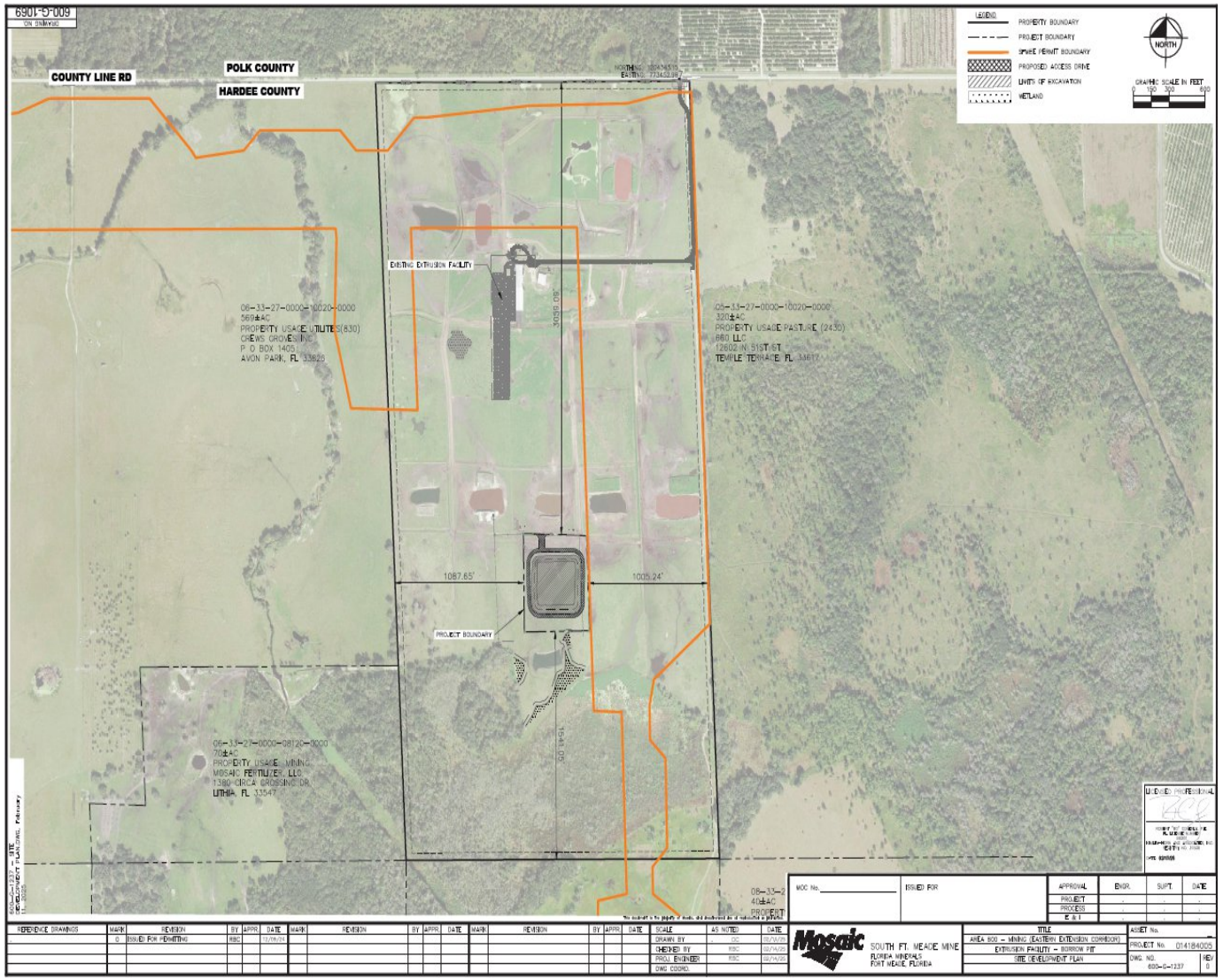
HARDEE COUNTY
MINING DEPARTMENT

Dairy Closure Borrow Pit Application

- Application for Special Exception was submitted to Community Development Department March 13, 2024.
- Approved under resolution 2024-54 on July 18, 2024.
- Submitted an operating permit application to the Mining Department May 24, 2024.
- Two requests for additional information were sent and the responses were received, and the application was deemed complete March 6, 2025.
- Financial Surety needs to be approved before the operating permit can be issued.

HARDEE COUNTY
MINING DEPARTMENT

General Project Overview



HARDEE COUNTY
MINING DEPARTMENT

Proposed Project

- Approximate 5-acre excavation to a maximum depth of 20’ if necessary.
- The fill will remain on the 320-acre parcel and be utilized to backfill ponds that were associated with the former dairy on site.
- The fill will be directly hauled to the ponds on site.
- Reclamation will occur on 3.04 acres to include:
  - Regrading and grassing of the parking area and the access road around the project.
  - Grade the inside slope to 4:1 ratio to approximately 6’ below normal pool elevation.
  - Grassing and/or planting to stabilize the inside slope to the normal pond elevation.

HARDEE COUNTY
MINING DEPARTMENT

Reclamation Bond



A total of 3.04 acres is to be reclaimed.



Reclamation surety is $15,000 per acre.



This project is anticipated to obtain a performance bond in the amount of $45,600. A bondability letter has been submitted.



Once the Performance Bond is recorded the applicant will receive an operating permit from the Mining Department.

Hardee County Mining Department

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-40 - Award of RFQ 25-006 for the Hardee County Sheriff's Department Administration Building
SUGGESTED ACTION:	- Motion to approve Resolution 2025-40, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and authorizing the negotiation and execution of an agreement with the top-ranking firm for professional architectural and engineering services for the Hardee County Sheriff's Department new administration building pursuant to request for qualifications number 25-006; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo - Final.docx
Resolution 2025-40 - Final Version.docx
Over-All and Individual Ranking Results_TRC Members.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: RFQ 2025-006-Professional Architectural & Engineering Services for the Hardee County Sheriff's Department New Administration Building

Date: April 17, 2025

On January 14, 2025, Hardee County issued Request for Qualifications No. 2025-006 seeking proposals from qualified firms to provide professional architectural and engineering services for the Hardee County Sheriff's Department New Administration Building.

On March 04,2025, a total of ten (10) responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed five shortlisted firms and ranked these firms as follows:

1) The Lunz Group, Inc. (93.99)
2) Wannemacher Jensen Architects (90.32)
3) Harvard Jolly Inc. (89.99)
4) West Construction, Inc. & West Architecture & Design, LLC (88.65)
5) CPH Engineers (87.66)

The highest ranked firm, The Lunz Group, Inc., has a substantial margin from the rest of the shortlisted firms so it was determined that oral presentations are not required. The TRC members were designated by the County Manager and comprise of the following representatives:

1) Tom Fisher (Hardee County Building Official)
2) Sheriff Vent Crawford (Hardee County Sheriff)
3) John Eason (Deputy City of Wauchula Manager)

Attached to this memo are the individual and over-all ranking sheets developed during the March 10, 2025, at 2:00 PM, Evaluation Committee Meeting. This is a public meeting held at the Hardee County Road & Bridge Department, Public Works Conference Room.

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

Staff recommend Board approval of the ranking and authorize the County Manager to negotiate an agreement with the top-ranked consultant and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked consultant until negotiations are successful. Upon successful negotiations, the County Manager will present an agreement for the Board's consideration.

RESOLUTION NO. 2025-40

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE RANKING OF PROPOSALS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 2025-006 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HARDEE COUNTY SHERIFF'S DEPARTMENT NEW ADMINISTRATION BUILDING AND AUTHORIZING THE COUNTY MANAGER TO ENTER INTO NEGOTATIONS WITH THE TOP-RANKED FIRM AND IF UNABLE TO NEGOTIATE A FAIR, COMPETITIVE AND REASONABLE AGREEMENT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2025, Hardee County (the "County") issued Request for Qualifications No. 2025-006 (the "RFQ") seeking proposals from qualified firms to provide professional architectural and engineering services for the Hardee County Sheriff's Department New Administration Building (the "Services"); and

WHEREAS, ten responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed five shortlisted firms and ranked these firms as follows:

The Lunz Group, Inc., as first, Wannemacher Jensen Architects as second, Harvard Jolly Inc. as third, West Construction, Inc. & West Architecture & Design, LLC as fourth; and CPH Engineers as fifth; and

WHEREAS, the Board of County Commissioners (the "Board") desires to approve the ranking and authorize the County Manager to negotiate a professional services agreement with the top-ranked firm, The Lunz Group, Inc. and if, unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm; and

WHEREAS, upon successful negotiations with a qualified firm, the County Manager will present an agreement for the Board's consideration; and

WHEREAS, the Board finds that it would be in the best interests of the County to approve the ranking of the proposals and authorizes the County Manager to enter into

negotiations with the top-ranked firm, and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm.

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

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

Section 2. **Approval.** That the Board hereby approves the following ranking of the consultants:

1. The Lunz Group, Inc.
2. Wannemacher Jensen Architects
3. Harvard Jolly Inc.
4. West Construction, Inc. & West Architecture & Design, LLC
5. CPH Engineers

Section 3. **Authorization.** That the Board hereby authorizes the County Manager to negotiate an agreement with the top-ranked consultant and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm until negotiations are successful.

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

APPROVED AND ADOPTED this 17th day of April, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

FINAL RANKING
Hardee County BOCC RFQ 25-006

Proposal #1: Wannemacher Jensen Architects
Proposal #2: The Lunz Group, Inc
Proposal #3: Saltz Michelson Architects, Inc
Proposal #4: Parlier + Crews Architects, PA
Proposal #5: West Construction, Inc & West Architecture & Design, LLC
Proposal #6: Long & Associates Architects/Engineers, Inc
Proposal #7: RISE Architecture
Proposal #8: Harvard Jolly, Inc
Proposal #9: Goodwyn Mills Cawood
Proposal #10: CPH Engineers

RFQ 25-006 Professional Architectural and Engineering Services for the Hardee County Sheriff's Department New Administration Building

Evaluation Criteria	Possible Points	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Firm Qualifications (Qualifications of firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent and current and projected workloads; volume of work previously awarded to each firm by agency)	40	36.33	38.33	32.33	32.66	35.66	35.0	32.33	37.0	35.0	35.33
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	30	27.33	27.66	26.33	25.66	26.33	25.33	23.66	27.33	26.33	26.0
Approach and Delivery of Service (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	30	26.66	28.0	~~25.33~~ 26.66	26.0	26.66	26.66	24.66	25.66	25.33	24.33
TOTAL:	100	~~90.32~~ 90.32	93.99	85.32	84.32	88.65	86.99	78.65	89.99	86.66	87.66
OVER-ALL RANKING RESULTS		(2)	(1)			(4)			(3)		(5)

AWARD:_____

Members Initials: _____

Date: 3/10/25

Douglas Baber
3/10/25

Hardee County Board of County Commissioners Request for Qualifications 25-006

For

Professional Architectural and Engineering Services for the Hardee County Sheriff's Office New Administration Building

Proposal #1: Wannemacher Jensen Architects
Proposal #2: The Lunz Group, Inc
Proposal #3: Saltz Michelson Architects, Inc
Proposal #4: Parlier + Crews Architects, PA
Proposal #5: West Construction, Inc & West Architecture & Design, LLC
Proposal #6: Long & Associates Architects/Engineers, Inc
Proposal #7: RISE Architecture
Proposal #8: Harvard Jolly, Inc
Proposal #9: Goodwyn Mills Cawood
Proposal #10: CPH Engineers

RFQ 25-006

Evaluation Factors	Possible Points	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Firm Qualifications - Years in business, performance, willingness to meet time & budget requirements, workload, volume of work previously awarded	40	37	38	36	35	36	37	34	37	36	38
Staffing -- Staff's experience, qualifications and technical capabilities	30	27	28	28	27	27	27	26	28	28	27
Approach & Delivery of Service -- Understanding scope of work, ability to comply with full scope of work, technical soundness of response	30	28	28	28	28	28	28	27	27	28	28
TOTAL	100	92	94	92	90	90	92	87	92	92	93

Committee Member Signature Tom Fish

Date **03/10/2025 @ 2:00 p.m. in the Public Works Conference Room**

Purchasing Department
205 Hanchey Road
Wauchula, FL 33873

Hardee County Board of County Commissioners Request for Qualifications 25-006

For

Professional Architectural and Engineering Services for the Hardee County Sheriff's Office New Administration Building

Proposal #1: Wannemacher Jensen Architects
Proposal #2: The Lunz Group, Inc
Proposal #3: Saltz Michelson Architects, Inc
Proposal #4: Parlier + Crews Architects, PA
Proposal #5: West Construction, Inc & West Architecture & Design, LLC
Proposal #6: Long & Associates Architects/Engineers, Inc
Proposal #7: RISE Architecture
Proposal #8: Harvard Jolly, Inc
Proposal #9: Goodwyn Mills Cawood
Proposal #10: CPH Engineers

RFQ 25-006

Evaluation Factors	Possible Points	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Firm Qualifications - Years in business, performance, willingness to meet time & budget requirements, workload, volume of work previously awarded	40	37	39	24	27	36	31	23	38	36	36
Staffing -- Staff's experience, qualifications and technical capabilities	30	27	28	25	23	26	24	20	28	27	26
Approach & Delivery of Service -- Understanding scope of work, ability to comply with full scope of work, technical soundness of response	30	26	28	24	24	25	24	23	26	26	25
TOTAL	100	90	95	73	74	87	79	66	92	89	87

Committee Member Signature _____

Date **03/10/2025 @ 2:00 p.m. in the Public Works Conference Room**

Purchasing Department
205 Hanchey Road
Wauchula, FL 33873

Hardee County Board of County Commissioners Request for Qualifications 25-006

For

Professional Architectural and Engineering Services for the Hardee County Sheriff's Office New Administration Building

Proposal #1: Wannemacher Jensen Architects
Proposal #2: The Lunz Group, Inc
Proposal #3: Saltz Michelson Architects, Inc
Proposal #4: Parlier + Crews Architects, PA
Proposal #5: West Construction, Inc & West Architecture & Design, LLC
Proposal #6: Long & Associates Architects/Engineers, Inc
Proposal #7: RISE Architecture
Proposal #8: Harvard Jolly, Inc
Proposal #9: Goodwyn Mills Cawood
Proposal #10: CPH Engineers

RFQ 25-006

Evaluation Factors	Possible Points	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Firm Qualifications - Years in business, performance, willingness to meet time & budget requirements, workload, volume of work previously awarded	40	35	38	37	36	35	37	34	36	33	32
Staffing -- Staff's experience, qualifications and technical capabilities	30	28	27	26	27	26	25	25	26	24	25
Approach & Delivery of Service -- Understanding scope of work, ability to comply with full scope of work, technical soundness of response	30	26	28	28	26	27	28	24	24	22	26
TOTAL	100	89	93	91	89	91	90	83	86	79	83

Committee Member Signature _____

Date **03/10/2025 @ 2:00 p.m. in the Public Works Conference Room**

Purchasing Department
205 Hanchey Road
Wauchula, FL 33873

AGENDA ITEM NO. 8.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christoper Simpron -** Sovereignty Submerged Lands Easement
SUGGESTED ACTION:	- Motion to approve the sovereignty submerged lands easement agreement with the State of Florida for Center Hill Bridge over Payne Creek in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

A AID 50691 Easement 43224 OGC signed.pdf
Mailout Cover Letter - Action 50691.pdf

This Instrument Prepared By:
Celeda Wallace
Action No. 50691
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43224
BOT FILE NO. 250371063
PA NO. 47044069.002

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Hardee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty submerged lands, as defined in Rule 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 15, Township 33 South, Range 24 East, in Payne Creek, Hardee County, Florida, containing 10,254 square feet, more or less, as is more particularly described and shown on Attachment A,dated January 17, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from March 18, 2025, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for operation and maintenance of a bridge right-of-way and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource General Permit No. 47044069.002, dated June 14, 2024, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Hardee County, Florida
205 Hanchey Road
Wauchula, FL 33873

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Katie Slattery 3/19/2025
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

Hardee County, Florida (SEAL)
By its Board of County Commissioners

BY: _____
Original Signature of Executing Authority

Russell A. Melendy
Typed/Printed Name of Executing Authority

Chairperson
Title of Executing Authority

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Russell A. Melendy as Chairperson, for and on behalf of Board of County Commissioners of Hardee County, Florida. He is personally known to me or who has produced _____ _____, as identification.

My Commission Expires:

_____

Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

DESCRIPTION

DESCRIPTION:

A parcel of sovereign submerged land in Section 15, Township 33 South, Range 24 East, located in Hardee County, Florida, containing 10,254 square feet, more or less, being more particularly described as follows:

COMMENCE at Southeast corner of the Northeast 1/4 of said Section 15; thence North 89°58'41" West, along the South line of said Northeast 1/4, a distance of 1341.03 feet to the intersection with the East right-of-way line of Center Hill Road, being a fifty foot right-of-way as shown on the note card provided by Hardee County Public Works, approved by the Hardee County Board of County Commissioners on June 14, 1974, and the POINT OF BEGINNING; thence South 00°23'20" West, along said East right-of-way line, 26.96 feet to the intersection with the Ordinary High Water Line (O.H.W.L) of Payne Creek having an elevation of 81.5 feet referenced to the North American Vertical Datum 1988 (NAVD88); thence along said Ordinary High Water Line the following five (5) courses; thence (1) South 61°39'47" West, 1.43 feet; thence (2) North 66°28'23" West, 11.34 feet; thence (3) North 78°40'04" West, 18.06 feet; thence (4) South 64°30'08" West, 14.24 feet; thence (5) South 36°43'42" West, 13.12 feet to the intersection with the West right-of-way line of said Center Hill Road; thence along said West right-of-way line the following six (6) courses; thence (1) North 00°23'20" East, 36.22 feet to the intersection with said South line of the Northeast 1/4 of Section 15, said point lying South 89°58'41" East, 1259.17 feet from the Southwest corner of said Northeast 1/4 of Section 15; thence continue (2) North 00°23'20" East, 171.78 feet; thence (3) North 00°01'18" East, 112.77 feet; thence (4) North 00°18'17" East, 80.87 feet; thence (5) North 00°13'20" East, 85.35 feet; thence (6) North 00°11'22" East, 40.29 feet to the intersection with said Ordinary High Water Line; thence along said Ordinary High Water Line the following twelve (12) courses; thence (1) South 13°33'11" East, 12.53 feet; thence (2) South 01°53'05" East, 99.21 feet; thence (3) South 01°53'45" West, 108.21 feet; thence (4) South 00°59'28" East, 94.12 feet; thence (5) South 02°10'05" East, 62.17 feet; thence (6) South 69°40'07" East, 20.98 feet; thence (7) North 46°20'41" East, 25.58 feet; thence (8) North 00°46'18" East, 53.75 feet; thence (9) North 00°31'14" East, 123.93 feet; thence (10) North 01°54'56" West, 77.87 feet; thence (11) North 01°28'40" East, 105.62 feet; thence (12) North 05°19'04" East, 36.15 feet to the intersection with said West right-of-way line of Center Hill Road; thence along said West right-of-way line the following six (6) courses; thence (1) South 00°11'22" West, 72.21 feet; thence (2) South 00°13'20" West, 85.39 feet; thence (3) South 00°18'17" West, 80.76 feet; thence (4) South 00°01'55" East, 71.84 feet; thence (5) South 00°06'58" West, 41.03 feet; thence (6) South 00°23'20" West, 171.58 feet to the POINT OF BEGINNING.

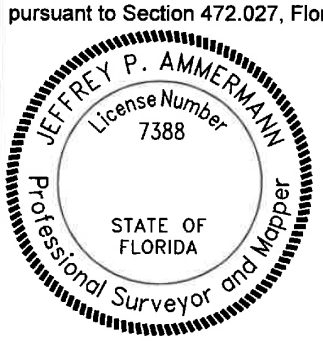
Said parcel containing 10,254 square feet, more or less.

FDEP
BSM Reviewed
By: SE
Date: 2/18/25

CERTIFICATION:

Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.01.17 16:36:41 -05'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 5

PREPARED BY: CHASTAIN-SKILLMAN, LLC – 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 – (888) 646-1402 – LB 262			10350.06
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 01/17/2025	SHEET NO. V-01

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SURVEYOR'S NOTES

1) This is not a boundary survey. This is not a field survey.

2) The Ordinary High Water Line (O.H.W.L.), Upland Boundary Corners/Lines, elevations, and any other field information shown on the description sketch is from the Topographic Survey performed by Chastain Skillman, Inc., under project 10350.06, dated 11/27/2024.

3) The location of the proposed bridge replacement is depicted based on the provided construction plans for the Center Hill Bridge/Culvert Design project prepared by Chastain Skillman, Inc., project number 998904, dated 10/24/2024.

4) The bearings are based on the South line of the Northeast 1/4 of Section 15, Township 33 South, Range 23 East, Hardee County, Florida, being North 89°58'41" West.

5) Coordinates, shown hereon, are based on the Florida Permanent Reference Network (FPRN), being on Florida State Plane Coordinate System, West Zone (0902), North American Datum of 1983, 2011 Adjustment (NAD83-2011), U.S. Surveyor's Feet(sft).

6) This description was performed without the benefit of an abstract, title opinion, or supplied easements; therefore, it is subject to easements, restrictions, rights-of-way, encumbrances of record and of use, and other matters of title that may be found by a complete abstract or title opinion.

7) The vertical control benchmarks shown hereon from which the field survey was performed are based on a differential level run from the Florida Department of Transportation Bench Mark "BM 132", having a published elevation of 115.01 feet on the North American Vertical Datum of 1988 (NAVD88).

8) The Ordinary High Water Line (O.H.W.L.), shown hereon, is located landward of the 81.5' contour. Said 81.5' elevation was obtained from markers set in trees along Payne Creek by Craig S. Stout, PWS, of Environmental Sciences Associates on November 27, 2024. Said Ordinary High Water Line (O.H.W.L.) is approximate and not intended to be the legal boundary between private and state ownership.

9) See sheet 1 for description, certification, and Surveyor's signature and seal. See sheet 3 for vicinity map. See sheet 4 for description sketch and legend, and sheet 5 for line tables.

10) Shoreline conditions along lease boundary is 100% natural. Shoreline 1000 feet North of Lease boundary is 100% natural. Shoreline 1000 feet South of Lease boundary is 100% natural.

11) Mixed vegetation 1'± waterward along lease boundary.

12) The aerial background, shown hereon, is for reference purposes only.

13) The linear footage of shoreline along the edge of water on the North side of proposed bridge is 51.9 feet. The linear footage of shoreline along the edge of water on the South side of proposed bridge is 55.1 feet. The combined total linear footage of shoreline is 107.0 feet.

14) Parcel identification numbers and owner information, shown hereon, was obtained from the Hardee County Property Appraiser's website (www.hardeepa.com) and is information purposes only.

SHEET 2 OF 5

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262			10350.06
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 01/17/2025	SHEET NO. V-02

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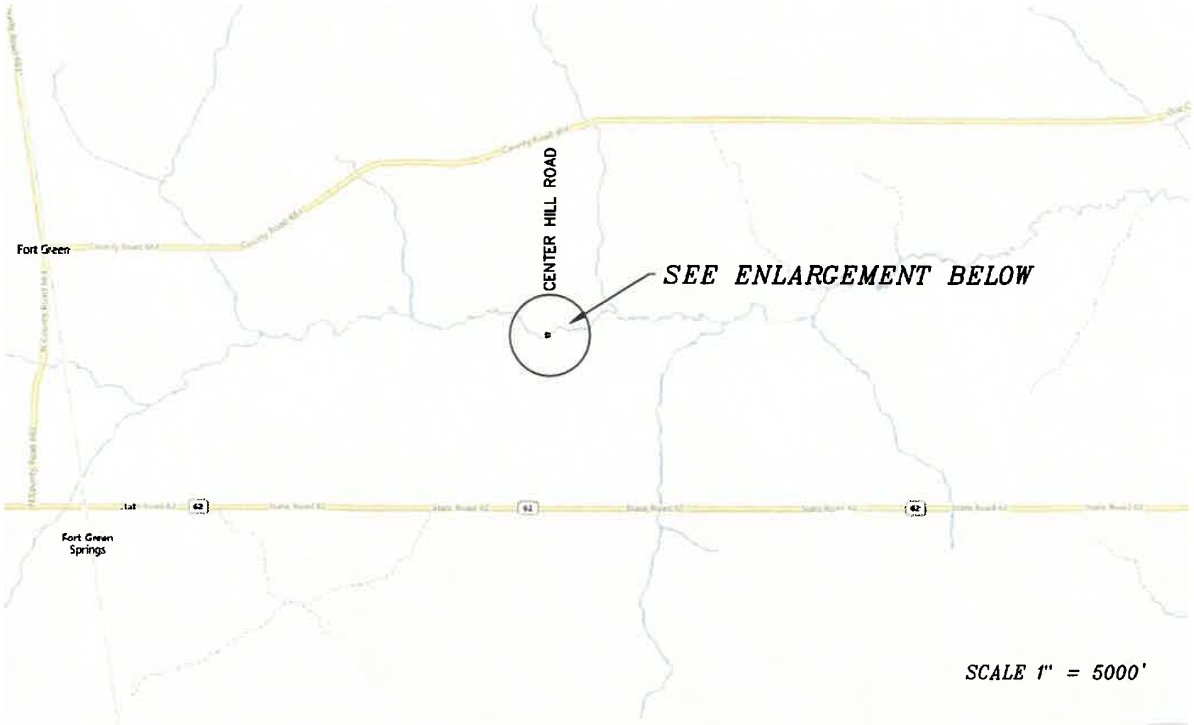
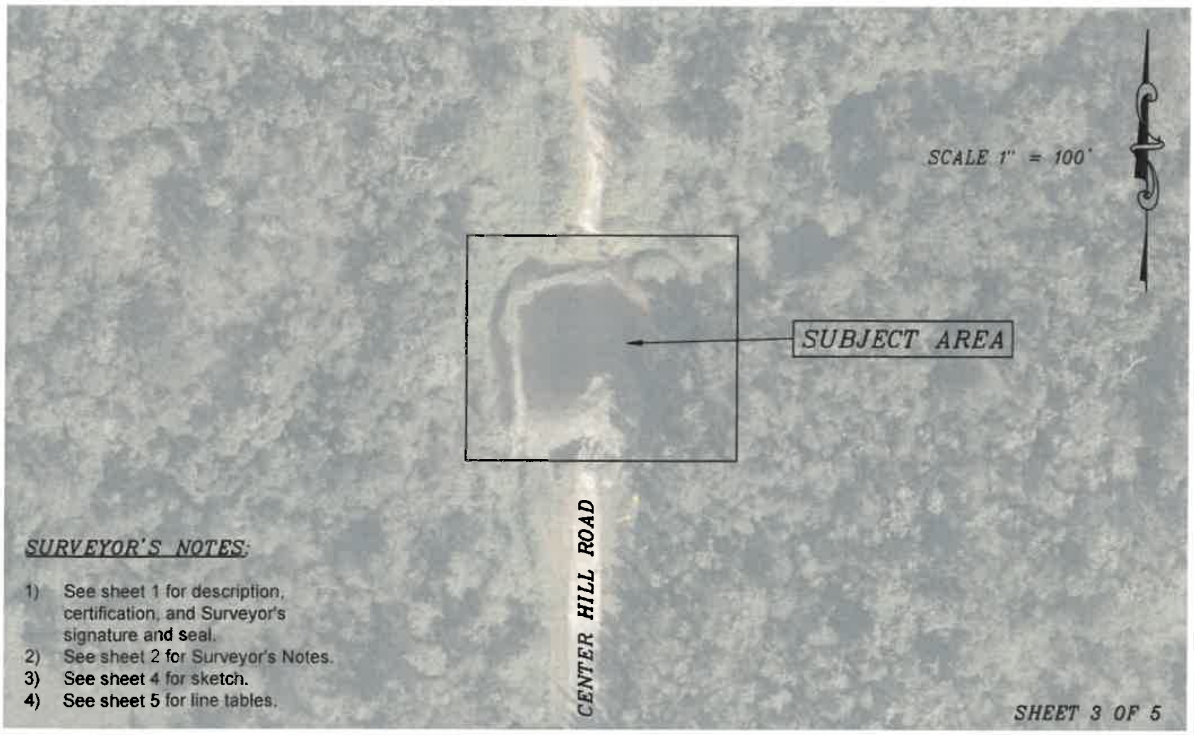
VICINITY MAP





SURVEYOR'S NOTES:

1) See sheet 1 for description, certification, and Surveyor's signature and seal.
2) See sheet 2 for Surveyor's Notes.
3) See sheet 4 for sketch.
4) See sheet 5 for line tables.

SHEET 3 OF 5

PREPARED BY: CHASTAIN-SKILLMAN, LLC – 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 – (888) 646-1402 – LB 262			10350.06
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 01/17/2025	SHEET NO. V-03

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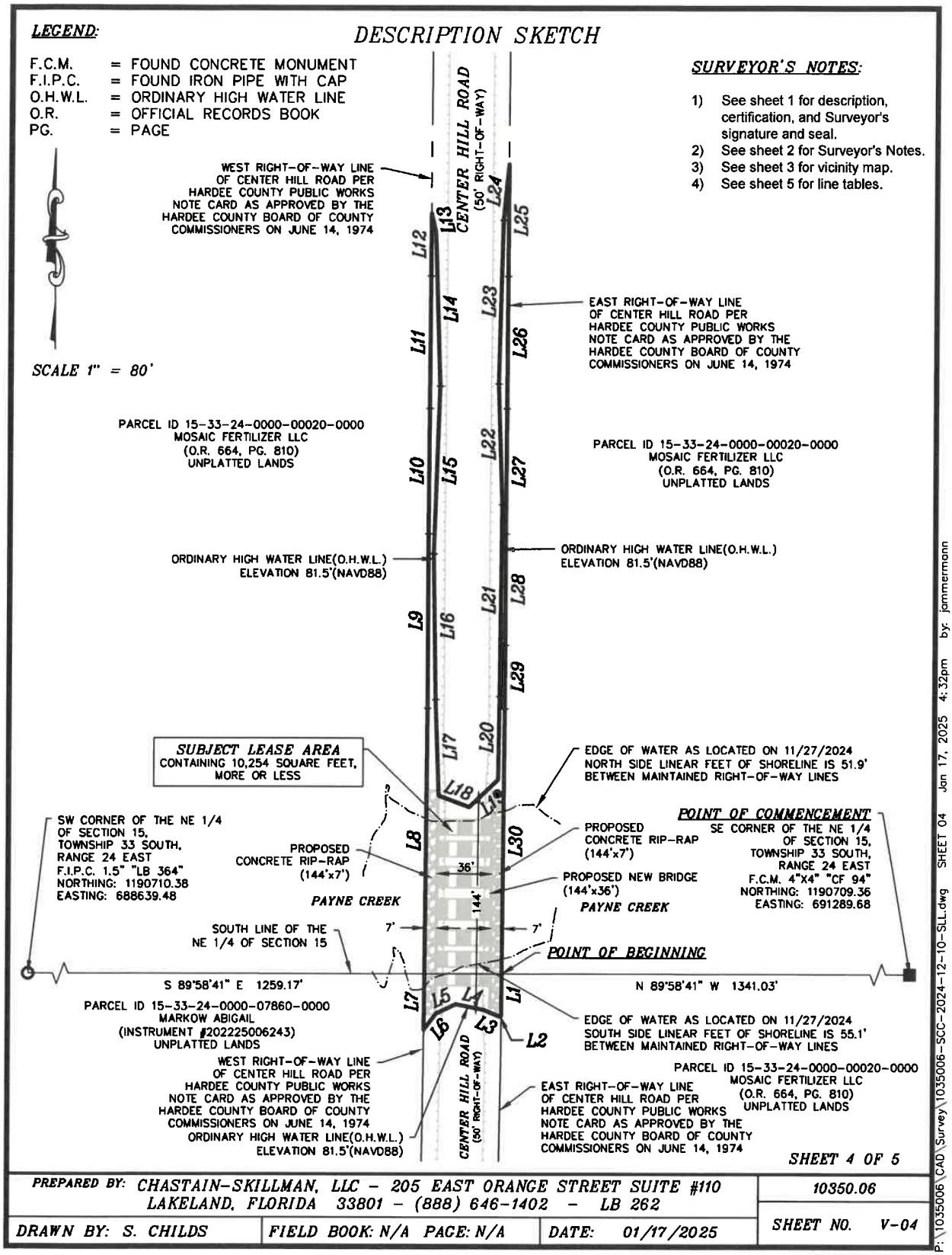
LEGEND:
F.C.M. = FOUND CONCRETE MONUMENT
F.I.P.C. = FOUND IRON PIPE WITH CAP
O.H.W.L. = ORDINARY HIGH WATER LINE
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
DESCRIPTION SKETCH
SURVEYOR'S NOTES:
1) See sheet 1 for description, certification, and Surveyor's signature and seal.
2) See sheet 2 for Surveyor's Notes.
3) See sheet 3 for vicinity map.
4) See sheet 5 for line tables.
SCALE 1" = 80'
CENTER HILL ROAD (50' RIGHT-OF-WAY)
WEST RIGHT-OF-WAY LINE OF CENTER HILL ROAD PER HARDEE COUNTY PUBLIC WORKS NOTE CARD AS APPROVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS ON JUNE 14, 1974
EAST RIGHT-OF-WAY LINE OF CENTER HILL ROAD PER HARDEE COUNTY PUBLIC WORKS NOTE CARD AS APPROVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS ON JUNE 14, 1974
PARCEL ID 15-33-24-0000-00020-0000
MOSAIC FERTILIZER LLC
(O.R. 664, PG. 810)
UNPLATTED LANDS
ORDINARY HIGH WATER LINE(O.H.W.L.)
ELEVATION 81.5'(NAVD88)
SUBJECT LEASE AREA
CONTAINING 10,254 SQUARE FEET, MORE OR LESS
EDGE OF WATER AS LOCATED ON 11/27/2024
NORTH SIDE LINEAR FEET OF SHORELINE IS 51.9'
BETWEEN MAINTAINED RIGHT-OF-WAY LINES
POINT OF COMMENCEMENT
SE CORNER OF THE NE 1/4 OF SECTION 15, TOWNSHIP 33 SOUTH, RANGE 24 EAST
F.C.M. 4"X4" "CF 94"
NORTHING: 1190709.36
EASTING: 691289.68
SW CORNER OF THE NE 1/4 OF SECTION 15, TOWNSHIP 33 SOUTH, RANGE 24 EAST
F.I.P.C. 1.5" "LB 364"
NORTHING: 1190710.38
EASTING: 688639.48
PROPOSED CONCRETE RIP-RAP (144'x7')
PROPOSED NEW BRIDGE (144'x36')
PAYNE CREEK
SOUTH LINE OF THE NE 1/4 OF SECTION 15
POINT OF BEGINNING
S 89°58'41" E 1259.17'
N 89°58'41" W 1341.03'
PARCEL ID 15-33-24-0000-07860-0000
MARKOW ABIGAIL
(INSTRUMENT #202225006243)
UNPLATTED LANDS
EDGE OF WATER AS LOCATED ON 11/27/2024
SOUTH SIDE LINEAR FEET OF SHORELINE IS 55.1'
BETWEEN MAINTAINED RIGHT-OF-WAY LINES
SHEET 4 OF 5
PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262
10350.06
DRAWN BY: S. CHILDS
FIELD BOOK: N/A PAGE: N/A
DATE: 01/17/2025
SHEET NO. V-04
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LINE TABLES

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°23'20" W	26.96'
L2	S 61°39'47" W	1.43'
L3	N 66°28'23" W	11.34'
L4	N 78°40'04" W	18.06'
L5	S 64°30'08" W	14.24'
L6	S 36°43'42" W	13.12'
L7	N 00°23'20" E	36.22'
L8	N 00°23'20" E	171.78'
L9	N 00°01'18" E	112.77'
L10	N 00°18'17" E	80.87'
L11	N 00°13'20" E	85.35'
L12	N 00°11'22" E	40.29'
L13	S 13°33'11" E	12.53'
L14	S 01°53'05" E	99.21'
L15	S 01°53'45" W	108.21'
L16	S 00°59'28" E	94.12'
L17	S 02°10'05" E	62.17'
L18	S 69°40'07" E	20.98'
L19	N 46°20'41" E	25.58'
L20	N 00°46'18" E	53.75'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	N 00°31'14" E	123.93'
L22	N 01°54'56" W	77.87'
L23	N 01°28'40" E	105.62'
L24	N 05°19'04" E	36.15'
L25	S 00°11'22" W	72.21'
L26	S 00°13'20" W	85.39'
L27	S 00°18'17" W	80.76'
L28	S 00°01'55" E	71.84'
L29	S 00°06'58" W	41.03'
L30	S 00°23'20" W	171.58'

SURVEYOR'S NOTES:

1) See sheet 1 for description, certification, and Surveyor's signature and seal.
2) See sheet 2 for Surveyor's Notes.
3) See sheet 3 for vicinity map.
4) See sheet 4 for sketch.

SHEET 5 OF 5

PREPARED BY: CHASTAIN-SKILLMAN, LLC – 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 – (888) 646-1402 – LB 262			10350.06
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 01/17/2025	SHEET NO. V-05

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FLORIDA DEPARTMENT OF Environmental Protection

Marjory and Archie Carr Building
3800 Commonwealth Boulevard
Tallahassee, FL 32303

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

March 24, 2025

Hardee County
Attn: Christopher Simpron
205 Hanchey Road
Wauchula, Florida 33873

Application: Public Easement - BOT #250371063
Grantee: Hardee County, Florida

Dear Christopher,

Attached is the submerged lands instrument for BOT No. 250371063 which requires acceptance by Russell A. Melendy's notarized signature on page 5 (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument within 30 days after receipt of this email. Please mail the original signed instrument to the address listed below for final execution.

Department of Environmental Protection
Attn: Celeda A. Wallace
3800 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32303

Upon receipt and acceptance of the signed instrument, we will transmit the instrument for final department execution. A fully executed instrument will be provided to you at that time.

Please note that any use of state-owned submerged lands requires written authorization from the Board of Trustees. Any use of those lands without a fully executed sovereignty submerged lands lease or easement (which includes compensation/payment) pursuant to Chapter 253, Florida Statutes, and Chapter 18-21, Florida Administrative Code, can be considered a willful violation of Chapter 253, Florida Statutes and could subject the riparian owner to administrative fines of up to $10,000 per day, closure of the facility and eviction from the state-owned lands.

Please confirm receipt of the Public Easement by emailing Celeda.Wallace@FloridaDEP.gov.

If you have any questions regarding this matter, please contact me at (850) 245-2753 or Celeda.Wallace@FloridaDEP.gov.

Sincerely,

Celeda Wallace

Celeda A. Wallace
Bureau of Public Land Administration
DEP Division of State Lands

Action # 50691

AGENDA ITEM NO. 8.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Shannon Marie Minor Subdivision
SUGGESTED ACTION:	- Motion to approve the Shannon Marie Minor Subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Marie Shannon SD--BOCC Agenda Packet--04.17.25.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 04/17/2025 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 - Shannon Marie 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.

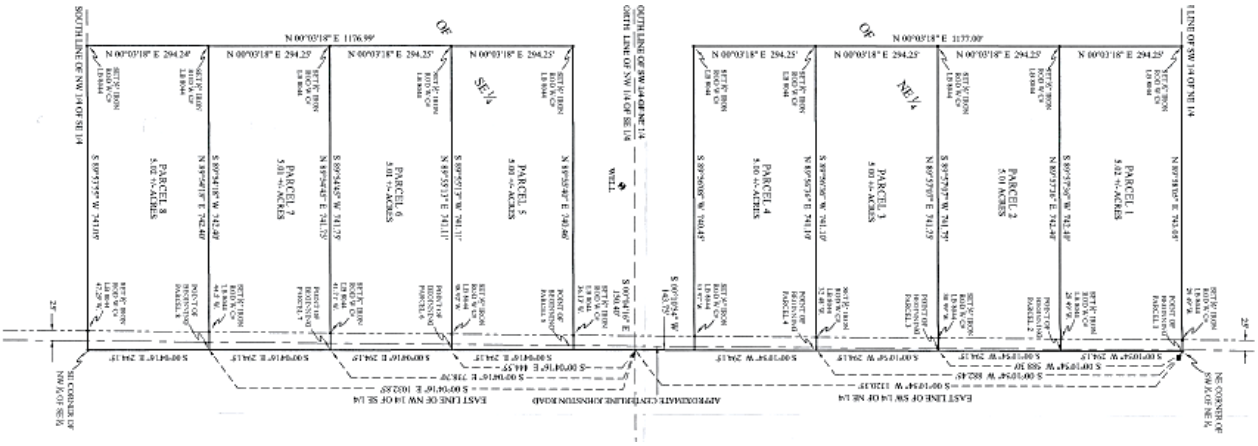
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

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

Project Name:	**Shannon Marie Subdivision**
Request:	Request for a Minor Subdivision to subdivide eight (8) new 5.0 +/- acre parcels out of an existing 80 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	Shannon Marie Medical Building, LLC Scott Stoik PO Box 901426 Homestead, FL 33090
Location:	Johnston Rd, Hardee County Located on the west side of Johnston Rd, south of State Road 66.
Parcel Identification:	12 35 26 0000 05620 0000
Site Size:	**80** +/-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 never been through this minor subdivision process prior to the proposal.

(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) The approval does not result in the creation of more than ten lots/parcels—defined as nine new lots or parcels and a remaining lot/parcel.

Staff Response: The proposal will create 8 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	5.02 +/- acres (Parcels 1 & 8) 5.01 +/- acres (Parcels 2,6 &7) 5.0 +/- acres (Parcels 3 - 5)

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	294.15 ft (Parcel 1-8)

(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 the lots/parcels (1-8) will be provided via Johnston Road, with over 290 ft of road frontage each.

(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 hazard area on any of the referenced parcels/lots.
(see attached location map)

(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:

- *Traffic Management: Trip generation of 75.2 +/- ADT will not adversely impact Rhynn 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.

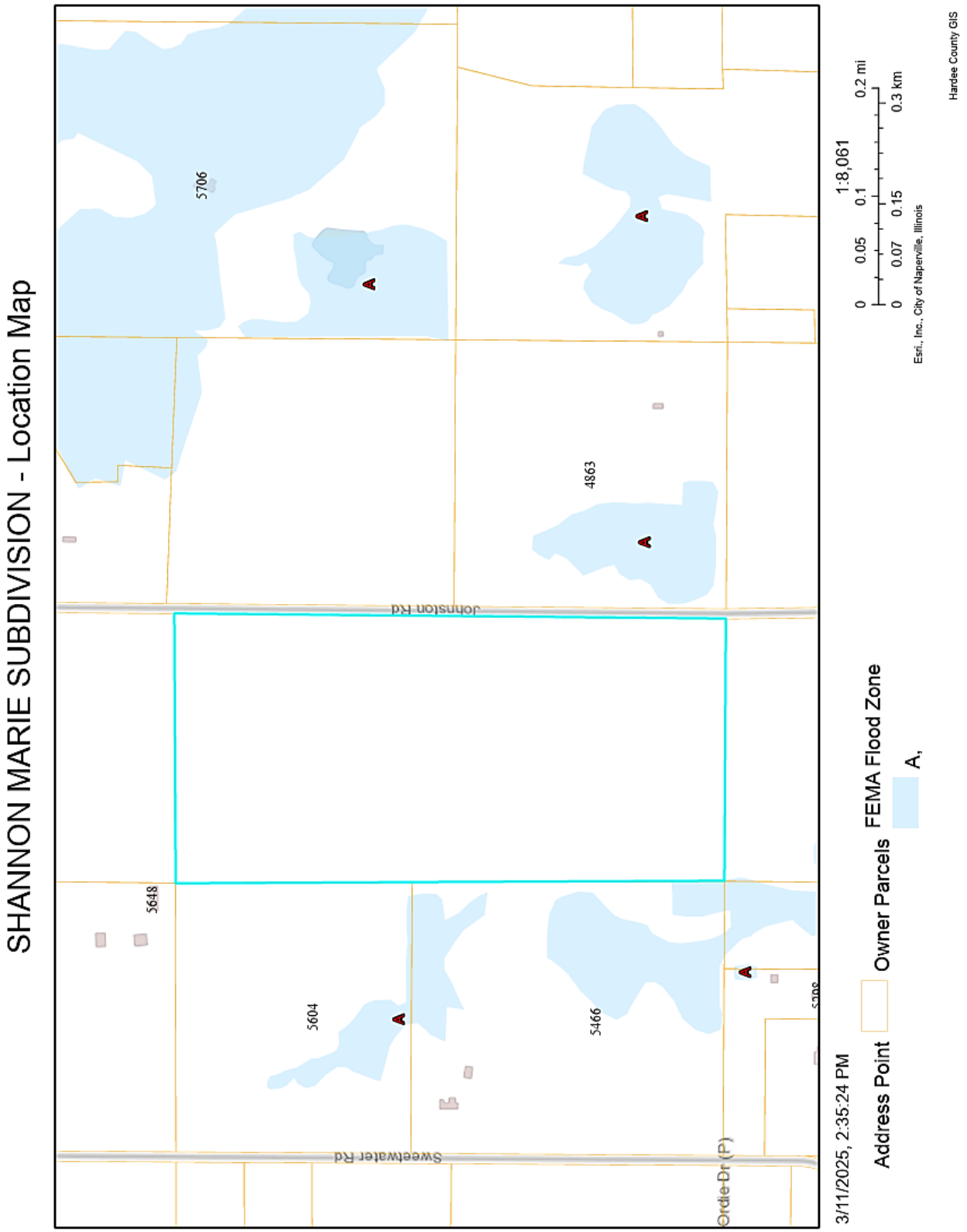
Staff Response: Access drives to a county-maintained right-of-way require a permit at the time of development. Johnston Road is not an access corridor.

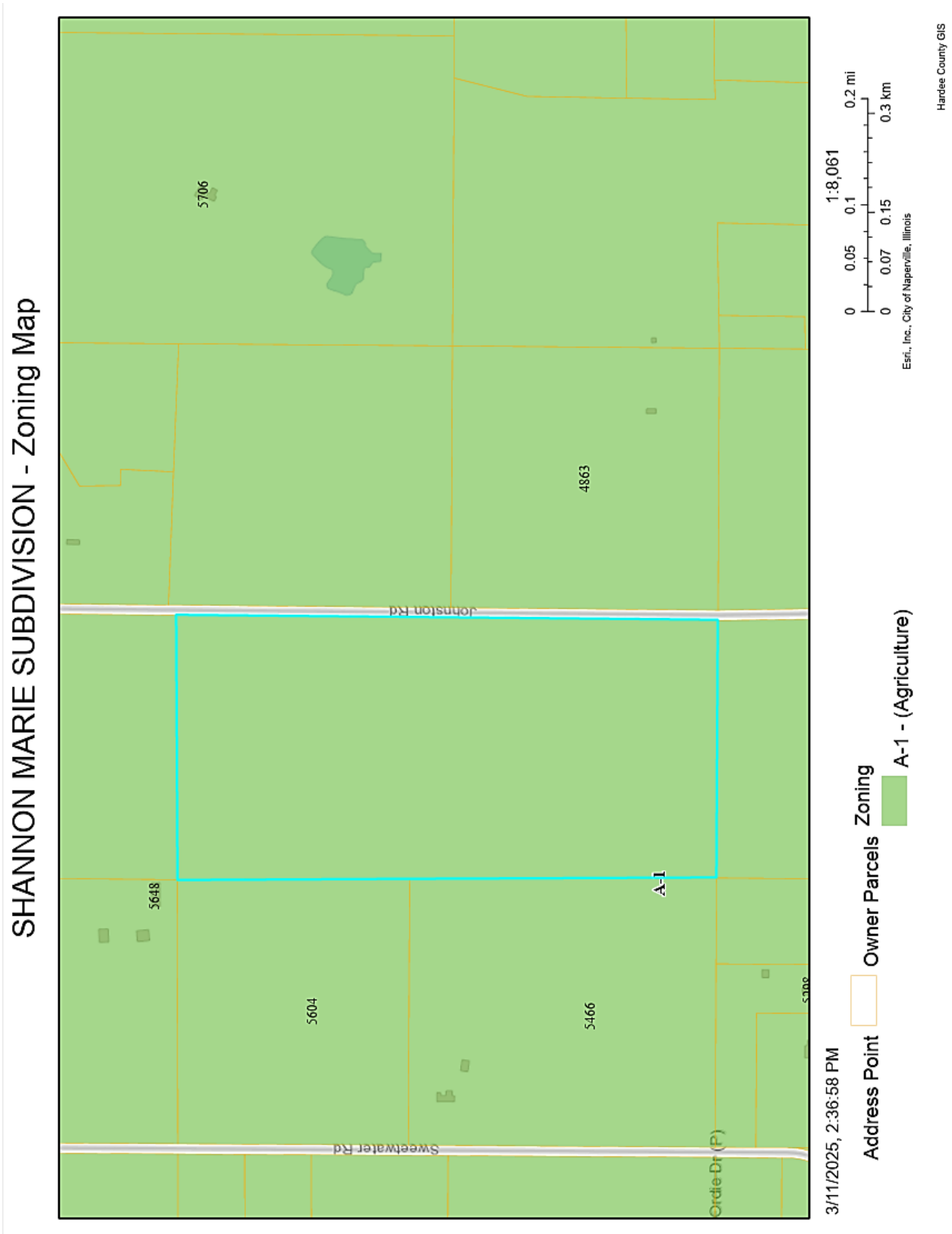
CONCLUSION

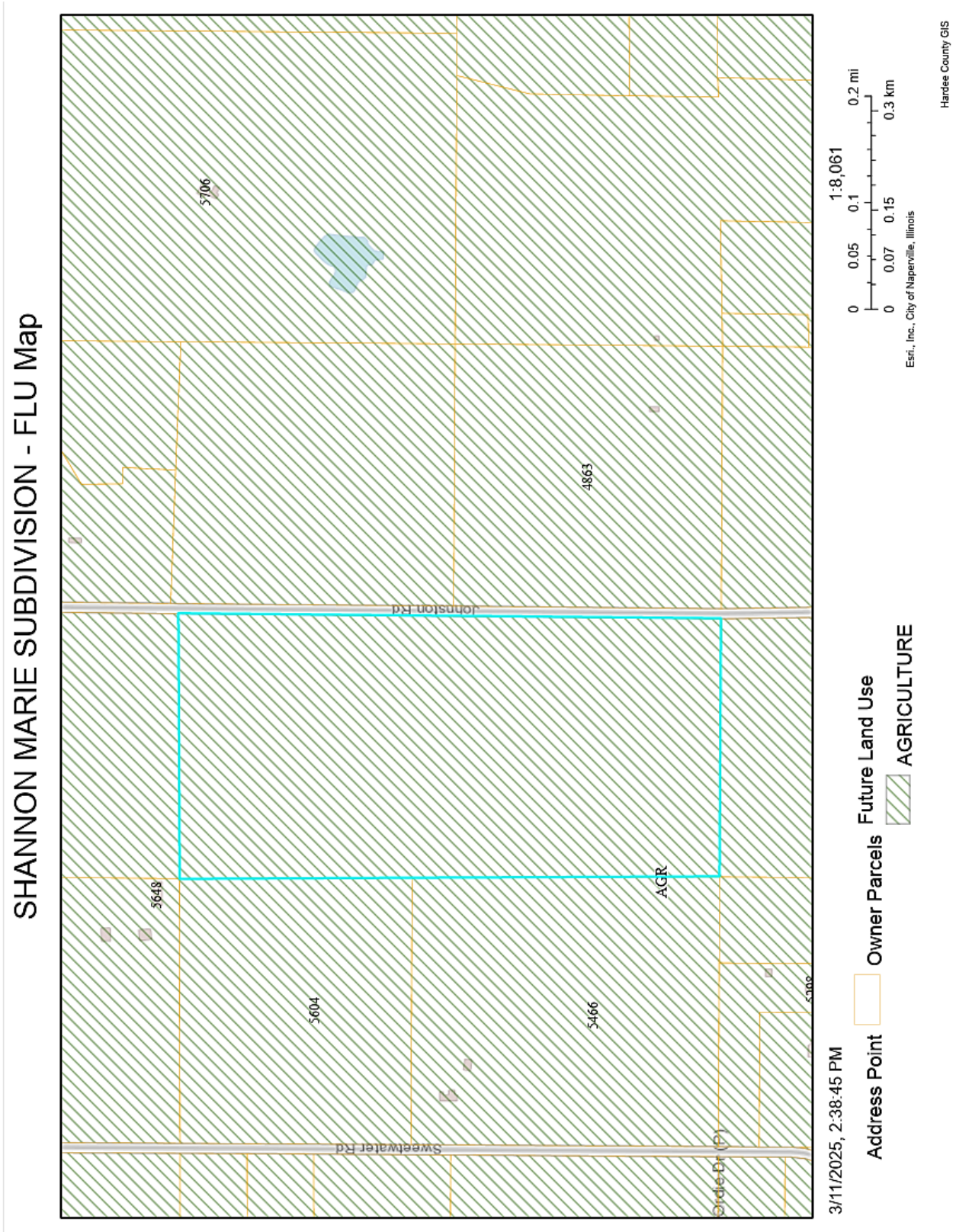
Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

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

Attachments: Location Map
Zoning Map
FLU Map
Aerial Map


SHANNON MARIE SUBDIVISION - Location Map
5706
4863
5648
5604
5466
Johnston Rd
Sweetwater Rd
Address Point
Owner Parcels
FEMA Flood Zone
A,
3/11/2025, 2:35:24 PM
1:8,061
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS


SHANNON MARIE SUBDIVISION - Zoning Map
5706
4863
Johnston Rd
A-1
5648
5604
5466
Sweetwater Rd
Ordie Dr (P)
3/11/2025, 2:36:58 PM
Address Point
Owner Parcels
Zoning
A-1 - (Agriculture)
1:8,061
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS


SHANNON MARIE SUBDIVISION - FLU Map
5706
4863
Johnston Rd
5648
AGR
5604
5466
Sweetwater Rd
Cir
3/11/2025, 2:38:45 PM
Address Point
Owner Parcels
Future Land Use
AGRICULTURE
1:8,061
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS

SHANNON MARIE SUBDIVISION - Aerial Map



3/11/2025, 2:40:46 PM

Address Point

Owner Parcels

1:8,061

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

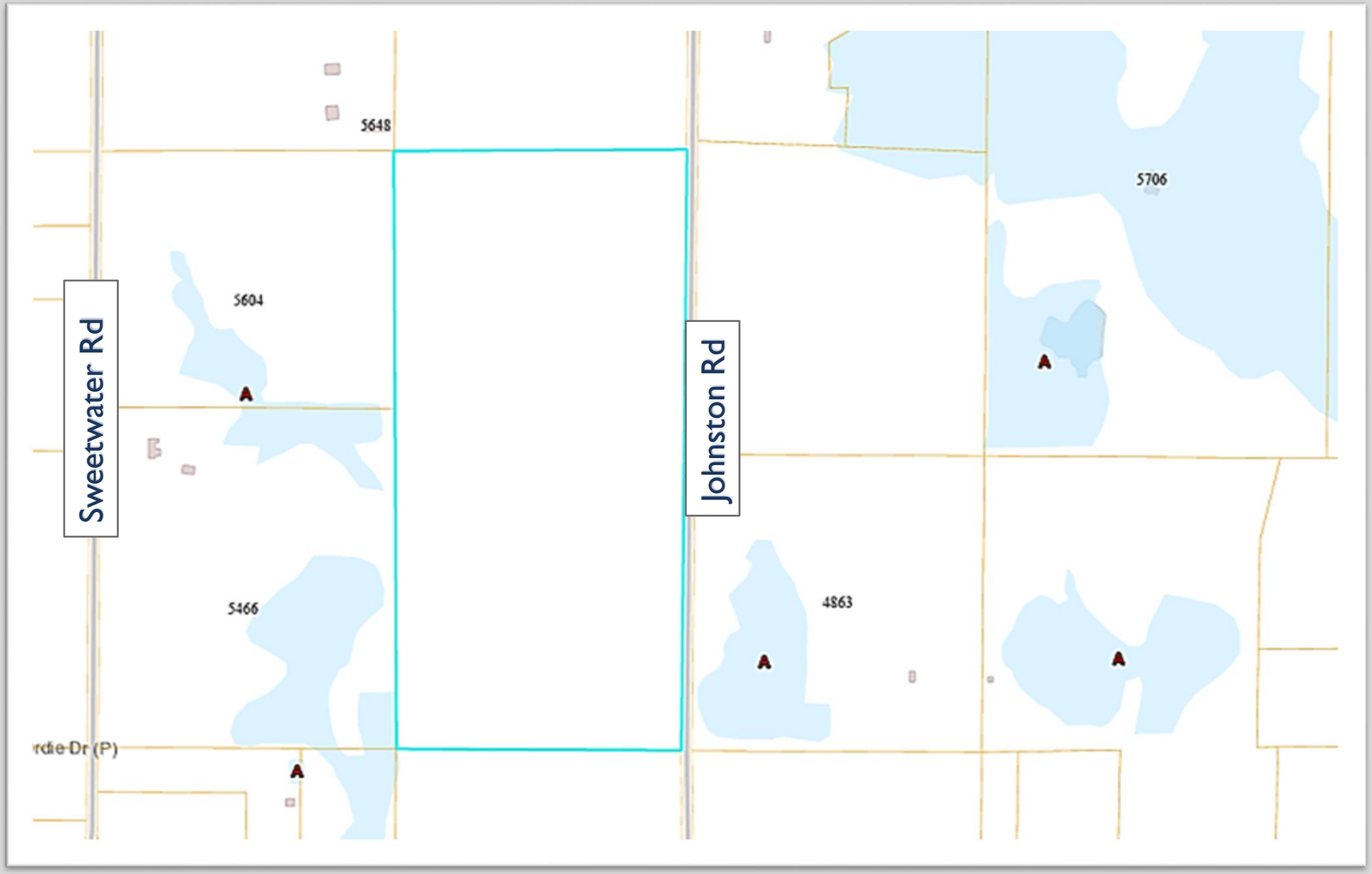
Maxar

Hardee County GIS

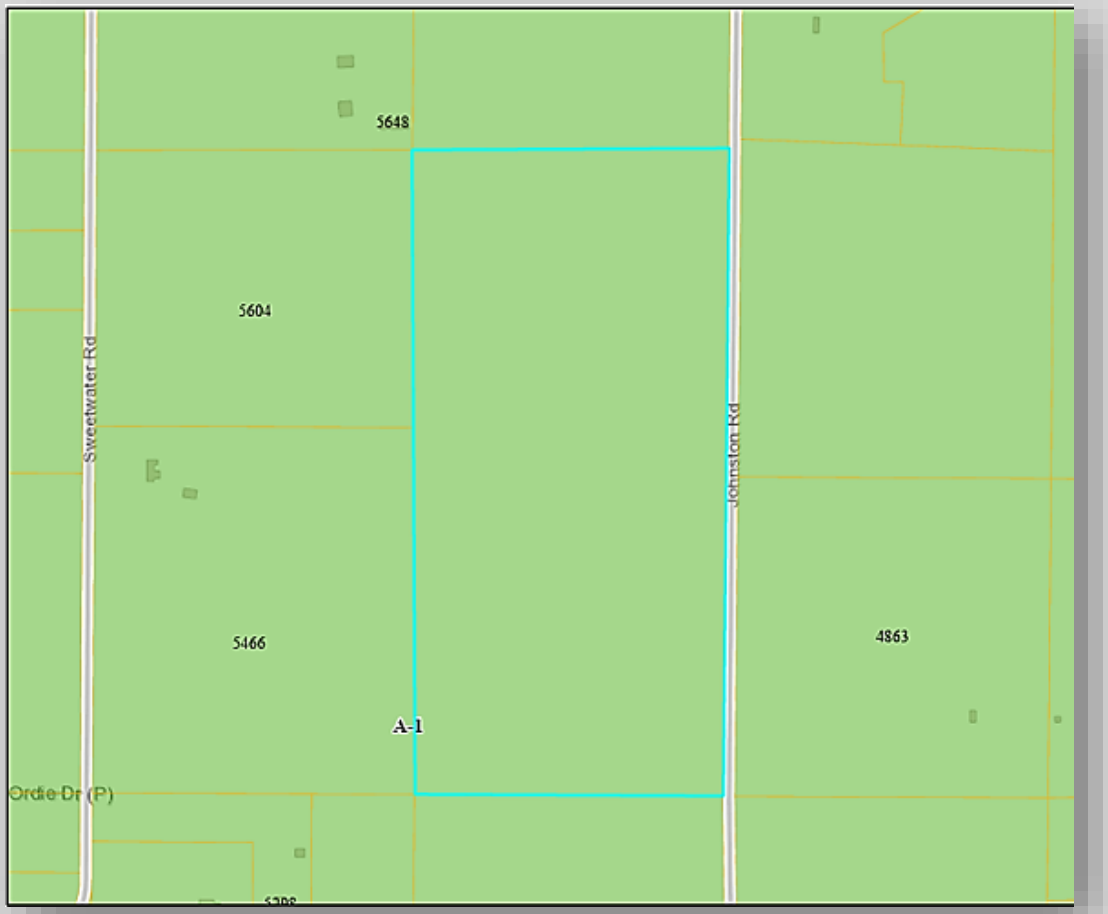
SHANNON MARIE SUBDIVISION
SHANNON MARIE MEDICAL BUILDING, INC

Hardee County
FLORIDA

LOCATION MAP



APPLICATION



Shannon Marie Medical Building, Inc

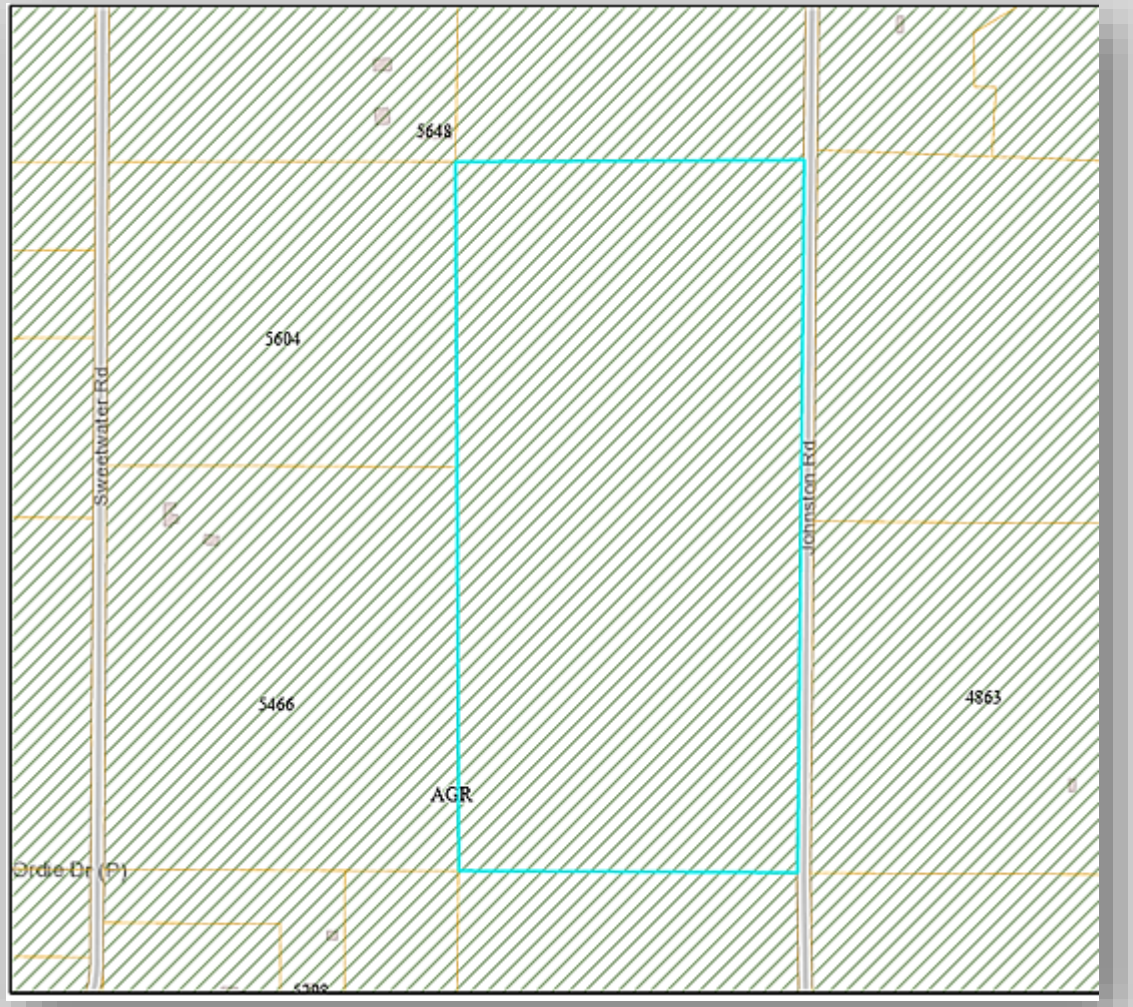
c/o: Scott Stoik

A request for a Minor S/D to subdivide eight (8) new parcels from the parent parcel.

- Current Use: Vacant land
- Proposed Use: Residential
- 5.0 +/- acres in the A-1 zoning district, Agricultural Future Land Use Category.
- Located on the W side of Johnston Rd, S of SR 66.

REQUIREMENTS

	Required	Proposed
LOT/PARCEL SIZE	5.0 +/- acres	5.02 +/- acres (Parcels 1 & 8) 5.01 +/- acres (Parcels 2,6 & 7) 5.02 +/- acres (Parcels 3-5)
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	294.15 ft (Parcel 1-8)



Hardee County
FLORIDA

SUBDIVISION MAP



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

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Shannon Marie Medical Building, Inc
c/o Scott Stoik
1142 Altman Rd
Wauchula, FL 33873

NAME OF SUBDIVIDING
Shannon Marie Subdivision

DATE OF HEARING April 17, 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. 12 35 26 0000 05620 0000 being 48.8 +/-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 ***Shannon Marie Subdivision*** being prepared by William R. Waters, Professional Surveyor and Mapper # 6795 is dated January 30, 2025. All lands are situated in the A-1 (Agriculture) Zoning District and the Agricultural Future Land Use Category.

Parcel I.D. No. 12 35 26 0000 05620 0000

LEGAL DESCRIPTION
Parcel 1—5.02 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 2—5.01 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 3—5.0 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 4—5.0 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 5—5.0 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 6—5.01 +/-acres See attached.

LEGAL DESCRIPTION
Parcel 7—5.01 +/-acres See attached

LEGAL DESCRIPTION
Parcel 8—5.02 +/-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—Shannon Marie Subdivision—04-2025

DESCRIPTION OF PARCEL 1:
A portion of the SW ¼ of the NE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: BEGIN at the Northeast corner of said SW ¼ of NE ¼; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 294.15 feet; Thence S 89°57'36" W a distance of 742.40 feet; Thence N 00°03'18" E a distance of 294.25 feet to the North line of said SW ¼ of NE ¼; Thence N 89°58'05" E a distance of 743.05 feet to the POINT OF BEGINNING.

Subject to County Road Right of Way along the East side thereof.

DESCRIPTION OF PARCEL 2:
A portion of the SW ¼ of the NE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of said SW ¼ of NE ¼; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 294.15 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°57'07" W a distance of 741.75 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°57'36" E a distance of 742.40 feet to the POINT OF BEGINNING.

Subject to County Road Right of Way along the East side thereof.

DESCRIPTION OF PARCEL 3:
A portion of the SW ¼ of the NE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of said SW ¼ of NE ¼; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 588.30 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°56"36" W a distance of 741.10 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°57'07" E a distance of 741.75 feet to the POINT OF BEGINNING.

Subject to County Road Right of Way along the East side thereof.

DESCRIPTION OF PARCEL 4:
A portion of the SW ¼ of the NE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of said SW ¼ of NE ¼; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 882.45 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°56"08" W a distance of 740.45 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°56"36" E a distance of 741.10 feet to the POINT OF BEGINNING.

Subject to County Road Right of Way along the East side thereof.

DESCRIPTION OF PARCEL 5:
A portion of the NW ¼ of the SE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of the SW ¼ of the NE ¼ of said Section 12; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 1320.35 feet to the North line of said NW ¼ of SE ¼; Thence S 00°04'16" E along the East line of said NW ¼ of SE ¼ a distance of 150.40 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°55"13" W a distance of 741.11 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°55"40' E a distance of 740.46 feet to the POINT OF BEGINNING.

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DESCRIPTION OF PARCEL 6:
A portion of the NW ¼ of the SE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of the SW ¼ of the NE ¼ of said Section 12; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 1320.35 feet to the North line of said NW ¼ of SE ¼; Thence S 00°04'16" E along the East line of said NW ¼ of SE ¼ a distance of 444.55 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°54"45" W a distance of 741.75 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°55"13' E a distance of 741.11 feet to the POINT OF BEGINNING.

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DESCRIPTION OF PARCEL 7:
A portion of the NW ¼ of the SE ¼ of Section 12, Township 35 South, Range 26 East, Hardee County, Florida being more particularly described as follows: COMMENCE at the Northeast corner of the SW ¼ of the NE ¼ of said Section 12; Thence S 00°10'54" W along the East line of said SW ¼ of NE ¼ a distance of 1320.35 feet to the North line of said NW ¼ of SE ¼; Thence S 00°04'16" E along the East line of said NW ¼ of SE ¼ a distance of 738.70 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 294.15 feet; Thence S 89°54"18" W a distance of 742.40 feet; Thence N 00°03'18" E a distance of 294.25 feet; Thence N 89°54"45' E a distance of 741.75 feet to the POINT OF BEGINNING.

Subject to County Road Right of Way along the East side thereof.

DESCRIPTION OF PARCEL 8:
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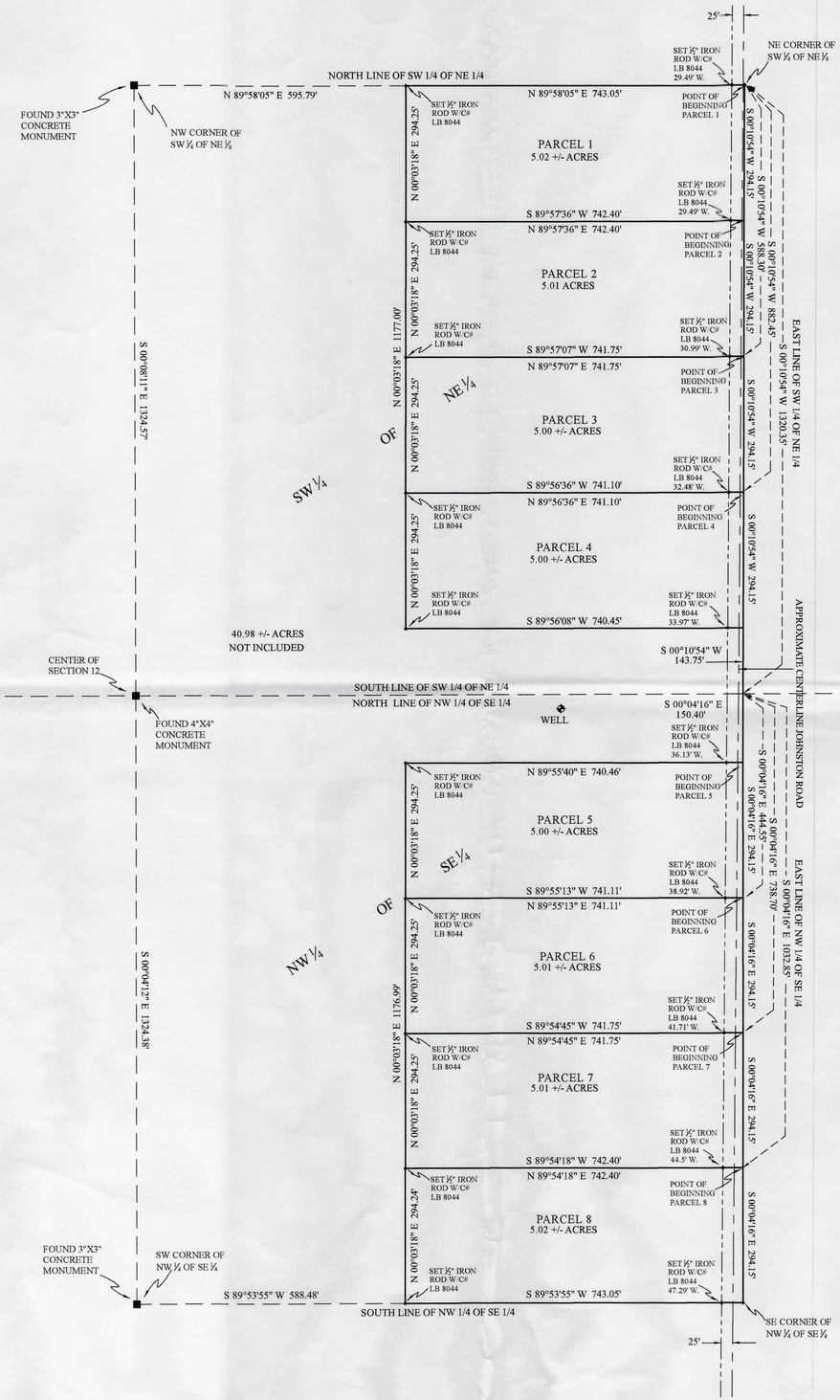
Subject to County Road Right of Way along the East side thereof.

RECEIVED
JAN 31 2025

SHANNON MARIE SUBDIVISION

LOCATED IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 26 EAST
HARDEE COUNTY, FLORIDA

N
W E
S
0 150 300 450
SCALE: 1" = 150'



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Subject to County Road Right of Way along the East side thereof.

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 30 DAY OF March 2025 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 ___, 2025 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 JANUARY OF , 2025 A.D.

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

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

APPROVAL
31/2025
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

AGENDA ITEM NO. 8.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Courtney Barringer, Grants Specialist -** T-Mobile Hometown Grant Application
SUGGESTED ACTION:	- Motion to ratify the submission and acceptance of the T-Mobile Hometown Grant for Revitalizing Pioneer Park in the amount of $50,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:
Memo - 2025.pdf
Submission_ 0699.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: 2026 T-Mobile Hometown Grant – BCC Agenda Request

Date: 04/17/2025

T-Mobile Hometown (Main Street America) is offering funding for special community projects in rural cities across the country. If awarded, this project will be to revitalize Pioneer Park to make it a more welcoming and inclusive safe space for residents of all ages and abilities.

Staff recommended approval of a grant application with the T-Mobile Hometown Grant Program in the amount of $50,000.00 with no cash match required.

Title **0699** 03/31/2025

by **Courtney Barringer** in **T-Mobile Hometown Grant Application Q1 2025 (Application Open January 1 - March 31, 2025)** id. 50131091

courtney.barringer@hardeecountyfl.gov

Original Submission 03/31/2025

Thank you for your interest in the T-Mobile Hometown Grants Program. Your application will be reviewed by an internal T-Mobile review committee and non-profit partner based upon the following criteria. Please note that the letters of support for your project are an important part of this application. Community need - Proposed project should fill a demonstrated need in the community. This grant funding is intended for shovel-ready projects that would not otherwise be possible to implement through municipal funding. Proposal & letters of support should demonstrate strong community support for the project. Community impact - Project should connect the community in meaningful, innovative, and creative ways. Partners and engagement - Strong applications actively involve local organizations by incorporating them into the planning and execution processes and engaging the community in activating the project site. Letters of support should come from a variety of stakeholders within the community. Feasibility - You should have a shovel-ready plan ready to go and be able to complete your project within your detailed budget and within 12 months of receiving funding, if selected. Note: When developing your proposed project budget, keep in mind that funds may not be used for engineering and architectural plans or fees, salaries or annual operating expenses, or reimbursement for projects that are already completed. Projects must be completed and usable by the public by May 31, 2026. Make sure to consider these parameters when choosing the kind of project you are proposing for this grant. Alignment with T-Mobile's small town strategy - T-Mobile strives to be a force for good. To read more about T-Mobile’s many corporate initiatives and key segments, visit https://www.t-mobile.com/responsibility. Tip: To help avoid losing any work as you complete your application, we encourage you to type your responses into a separate document, saving your work frequently, and then copy and paste your responses into this form. Award determinations will be made in mid-May 2025 and funds will be disbursed by approximately June 1, 2025, if selected. You will receive a notification about award determinations via your Submittable account that you use to submit your application. Please note that you cannot make any changes to your application once it has been submitted. We look forward to receiving your project proposal. Questions? Email TMobileGrant@mainstreet.org

Applicant Details

First name Lorie

Last name	Ayers
Title/Position	General Services Director
What is your connection in the community?	City/County Employee
Email Address	lorie.ayers@hardeecountyfl.gov
Phone number (xxx-xxx-xxxx)	+18637736349
Are you willing to serve as your community's key contact/sponsor for the grant?	Yes
	Organization Details
Name of Organization Requesting Funds	Hardee County Board of County Commisioners
Organization's Street Address Line 1	412 W. Orange Street
Organization's Street Address Line 2	Room 201
Organization's City	Wauchula
Organization's State/Territory	FL
Organization's Zip Code	33873
Organization's County	Hardee
Tribal affiliation or indigenous organization, if applicable	
Which best describes your organization:	Local government entity (includes the city, county, public libraries, public school districts, and other public agencies)

How many staff (full-time and part-time) does your organization have?	176
How many years has the project lead been in their current position?	18
Has your organization led a local placemaking initiative before?	Yes
If your organization has previously led a local placemaking initiative, please describe that initiative and major lessons learned.	Hardee County Board of County Commissioners continually seeks grant opportunities, submits grant applications, receives grant awards and successfully administers grants dealing with legislative appropriations, courthouse, infrastructure, housing, parks and recreation, etc.
If the project lead were to leave their current position, what steps would be taken to ensure that this project would continue uninterrupted and be completed by the May 31, 2026 deadline?	Additional available staff are knowledgeable and would step in to accomplish the project scope of work in accordance with grant performance requirements.
	Project Details
What is the name of your project?	Revitalizing Pioneer Park: A Hub for Community Connection
Please select the project category that most closely describes your proposal.	Park
	Physical Address of Project Site Note: If your project spans an area larger than a single address, please use the address of the organization requesting funds and include a brief description in the following prompt.
Physical Address of Project Site: Street Address 1	231 Wilbur C. King Boulevard

Physical Address of Project Site: Street Address 2	
Physical Address of Project Site: City	Zolfo Springs
Physical Address of Project Site: State/Territory	FL
Physical Address of Project Site: Zip Code	33890
Physical Address of Project Site: County	Hardee
If your project does not have one single address, please include a brief description of your proposed project's location, being as specific as possible. (If your project DOES have a single address, you may skip this question.)	
Population size	26,068
Brief Project Summary: Please describe your project in one to two sentences.	Pioneer Park is a community cornerstone in Hardee County, Florida. However, time and wear have taken a toll, leaving the park underutilized and lacking features that meet the needs of our growing population. TMobile Hometown Grant funding would revitalize Pioneer Park, transforming it into a vibrant hub for community connection.

Detailed Project Proposal: Tell us about your project idea. Be sure to describe how your idea represents innovative, experimental, creative and/or entrepreneurial approaches to local placemaking. We encourage you to include visual project renderings, maps, images, etc. in this document to help communicate your shovel-ready project proposal to the review committee. Further in the application, you will be asked to upload a separate detailed budget, provide a timeline, and discuss your intended outcomes.

Detailed_Project_Proposal.pdf

At which stage are your plans for this project as of now?	Pre-planning

Please upload 2-3 photos of the project site as it currently exists.

IMG_2243_Existing_Playground_Park_Roadside.jpeg

IMG_2253_Area_Proposed_for_Playground-Designated_Seating.jpeg

IMG_2827_-_Pathway_to_Clear.jpg

Does your organization own the site?	Yes
Have these plans been approved and permitted, if applicable?	No
Please briefly describe the community in which your project would be implemented, including community demographics, any primary industries, and any particular challenge(s) that the community is facing. How will this grant help your community address this challenge?	Hardee County is approximately 638 square miles centrally located in the Florida Heartland with an estimated population of 26,068, according to the US Census. Hardee County is informally known as “Bone Valley” based on a large portion of phosphate deposits with commercial phosphate mining being the primary industry. All Hardee County is rural with agricultural roots. Hardee County has a large Hispanic population, 920 Veterans, 25.1% persons under the age of 18, a household median annual income of $54,231.00 and a poverty rate of 20.5% as reported by the US Census. The Florida Commerce has identified Hardee County as a Rural Area of Opportunity.
Please describe how your project design (including community engagement) and project execution plan actively fosters inclusion, taking into consideration the lived experiences, abilities, and needs of all community members.	By revitalizing Pioneer Park, we aim to achieve: 1. Increased Accessibility by installing new inclusive playground equipment in a safer location, accessible walkways and designated seating areas for all ages and abilities. 2. Enhanced Functionality by creating a multipurpose space for community events, fitness activities and casual recreation. 3. Improved Safety by clearing pathways of overgrown vegetation and adding accessible walkways to enhance safety. And 4. Community Engagement by hosting community events and programs in the revitalized park, fostering a stronger sense of connection and belonging

Please provide three (3) specific ways in which you intend for this project to benefit your community. Additionally, how could this project be modeled and/or scaled for other non-profits or local municipal governments to adopt and implement?	Revitalizing Pioneer Park is an investment into the future of our community. This project will: 1. Create a welcoming and inclusive space safe for residents of all ages and abilities to connect, play and be active. 2. Increase accessibility to the park. 3. Foster a stronger sense of connection and belonging for years to come by hosting community events. We believe our proposal aligns perfectly with the T-Mobile Hometown Grant program's mission of supporting vibrant communities. We are confident that with your support, Pioneer Park will become a thriving hub for Hardee County, promoting a stronger sense of community spirit.
Please provide a timeline for your project. Note when the different stages/elements of your project will be executed, if selected.	9/1/2025 Grant Funds Disbursed 10/2025 Request bids for playground equipment and surface installation, concrete walkways along cleared paths, and seating 11/2025 Bids awarded and purchase orders completed 12/2025 Work in progress 6/2026 Work complete 8/2026 Final invoices received, procurement complete and close gran
Select the amount of time you expect will be needed to complete your T-Mobile Hometown Grant Project, if selected, starting from the time at which grant funds would be disbursed (March 1, 2025).	9 to 12 months
T-Mobile Hometown Grants award up to $50,000 for qualifying projects. How much funding are you requesting for your project?	$49,909.00
Does your project need more than $50,000 to be completed?	No

Please provide an itemized budget (.pdf, .xlx, .jpg, or .doc) showing how the grant funds would be used. Make sure to include labor costs in your budget. If your project requires more than $50,000, make sure to indicate which parts of the project would be covered by the T-Mobile Hometown Grant, if selected, and where the funding for the other parts of the project would come from.

Detailed_Budget_with_Quotes.pdf

Please upload up to five letters of support for your project. We encourage applicants to include letters of support from a variety of key partners throughout the community. For example, you might choose to include letters from community organizations, local government agencies, schools, hospitals, local business partners, community members, etc. that demonstrate community alignment, engagement, and consensus for your proposed project. Letters of support may be combined into one document or uploaded as individual documents.

Letter_of_Support_-_HCSB.pdf

Letter_of_Support_-_Tourist_Council.pdf

Support_Letter_-_Friends_of_the_Park.pdf

Optional: Are there any additional items that you would like the review committee to consider as a part of your application? (Examples: additional project renderings, maps, news articles, artist biographies, etc.)

Map_-_Pioneer_Park_REVITALIZED.docx

Map_-_Pioneer_Park.docx

Map_-_Hardee_County.pdf

If you are awarded a grant, you will be required to submit a progress report 6 months into the implementation period and a final grant report at the end of the 12-month project implementation period. Both reports will be completed as fillable forms, emailed to you by the program staff. Will you be able to submit the progress report and final report, if awarded a grant?	Yes

Additional Information This information is for tracking purposes and does not impact the scoring of your application.

Which best describes your organization's affiliation to the Main Street network? Please note: This grant program is open both to organizations that are part of the Main Street network, as well as organizations that are not.	Our organization, itself, is not affiliated with any state/county/national-level Main Street organizations, but there is a separate, active local Main Street program in our community.
How did you hear about the T-Mobile Hometown Grants Program?	T-Mobile Employee Referral
By checking this box, you verify that you are 18 years or older.	checked
By checking this box, you agree that all the information you've provided is accurate, that you're allowed to share this information and your submitted materials with T-Mobile and Main Street America (MSA), and that, if selected to receive a grant, T-Mobile and MSA can use this information and any submitted materials in connection with the program (including marketing and publicity efforts for the program).	checked

Main Street America sends out emails with resources and information to help support locally led community and economic development efforts in downtown districts. Would you like to opt into these emails?	No

AGENDA ITEM NO. 8.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** Resolution 2025-43 - Small Cities CDBG FFY 2023/24 Grant Application
SUGGESTED ACTION:	- Motion to approve Resolution 2025-43, a Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission of the fiscal year 2023/2024 Small Cities Community Development Block Grant (CDBG) application to Florida Commerce; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and providing an effective date.

ATTACHMENTS:

Memo - Florida Commerce FY2024 CDBG Revised.docx
CDBG Overview.docx
CDBG Presentation to the board.pptx
Resolution 2025-43 Revised.docx

Hardee County FLORIDA

GRANTS

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager
Through: Doug Baber, Assistant County Manager
From: Lorie Ayers, General Services Director
Subject: FY 2024 Small Cities CDBG Application
Date: April 17, 2025

Florida Commerce has announced the FY2024 Small Cities Community Development Block Grant (CDBG) application cycle. Hardee County is eligible to apply for funding in an amount not to exceed $1,752,178 for Neighborhood Revitalization, Commercial Revitalization, and Housing Rehabilitation Program areas. The types of activities that CDBG funds may be used for include constructing stormwater ponds, paving roads and sidewalks, installing sewer and water lines, building a community center or park, making improvements to a sewage treatment plant, and rehabilitating low-income homes.

Staff recommends approval.

Introduction

In 1974, Congress passed the Housing and Community Development Act, Title I, and created the Community Development Block Grant (CDBG) program. The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), consists of an entitlement program that provides funds to urban areas and a non-entitlement program that provides funds to the states to award to smaller, mostly rural communities.

The Florida's Small Cities CDBG Program is administered by the Florida Department of Commerce (Department). Funding is awarded on a competitive basis. The scoring criteria are contained in this application form.

Cities with a population under 50,000, and counties with an unincorporated population under 200,000, are eligible to participate in the Florida Small Cities CDBG Program, unless they have accepted special entitlement status or have opted to join an urban entitlement program. A list of eligible communities is posted to the Department's website annually. Categories of funding include:

• Commercial Revitalization (CR)

• Economic Development (ED)

• Housing Rehabilitation (HR)

• Neighborhood Revitalization (NR)

Overall, at least 70% of the state's funding must benefit low- and moderate-income persons. Activities undertaken with CDBG funds must meet one of the following national objectives and each annual action plan developed by the Department will identify which national objective(s) will be funded from the annual federal allocation:

• Benefit low- and moderate-income persons.

• Aid in the prevention or elimination of slum or blight.

• Meet urgent community development needs.

Pre-Application Activities

Local governments should review the Small Cities CDBG Program's administrative rule, Chapter 73C-23, Florida Administrative Code, and this application form to understand what activities must take place prior to the submission of an application and the scoring criteria for the application.

For example, local governments must conduct two public hearings prior to submitting applications and may need to conduct surveys to document that at least 51% of the proposed beneficiaries are low- and moderate-income persons.

Notice of Application Cycle and Deadline for Submission

The Department publishes a Notice of Funding Availability (NOFA) in the Florida Administrative Register. The notice is published at least 30 days prior to the opening of the application cycle and is posted to the Department's website at www.floridajobs.org/CDBGApplicantInfo. The notice states the start and end dates of the application cycle.

Electronic, mailed or shipped submission of applications are strongly encouraged due to social distancing restrictions. Applications can be mailed or shipped to FloridaCommerce mailing address: Florida Small Cities CDBG Program, FloridaCommerce, 107 East Madison Street – MSC 400, Tallahassee, Florida 32399-6508. If the application is mailed or shipped, at least one hard copy of the application and one electronic copy must be submitted.

Mailed or shipped applications must be received by 5:00 p.m. Eastern Time on May 2, 2025.

If the application is submitted electronically, a request to submit electronically must be submitted to CDBG@@commerce.fl.gov by 5:00 p.m. on Friday, May 2, 2025. Instructions and access to upload the completed documents will be provided via return e-mail. Electronic applications must be received by 5:00 p.m. ET on May 2, 2025.

The Small Cities Community Development Block Grant (CDBG) FFY 2023-2024 Application Cycle



Hardee County
FLORIDA

The four proposed projects

- Sidewalk from FL Avenue, Stenstrom Road, & Altman Road
- MLK Sidewalk from Salley Place to Carlton Avenue
- Agri-Civic Center Roof
- Pioneer Park Playground

Pioneer Park Playground

Cost Estimate of $250,000

- Existing playground location and equipment is unsafe and unappealing to children. The park severely lacks seating areas, shade structures and accessible features, limiting its use by all residents
- Limited open space due to vegetation overgrowth contributes to safety concerns.
- Install new, inclusive playground equipment, accessible walkways and designated seating areas for all ages and abilities.
- Host community events and programs in the revitalized park, fostering a stronger sense of connection and belonging.



Old playground



Proposed new playground location



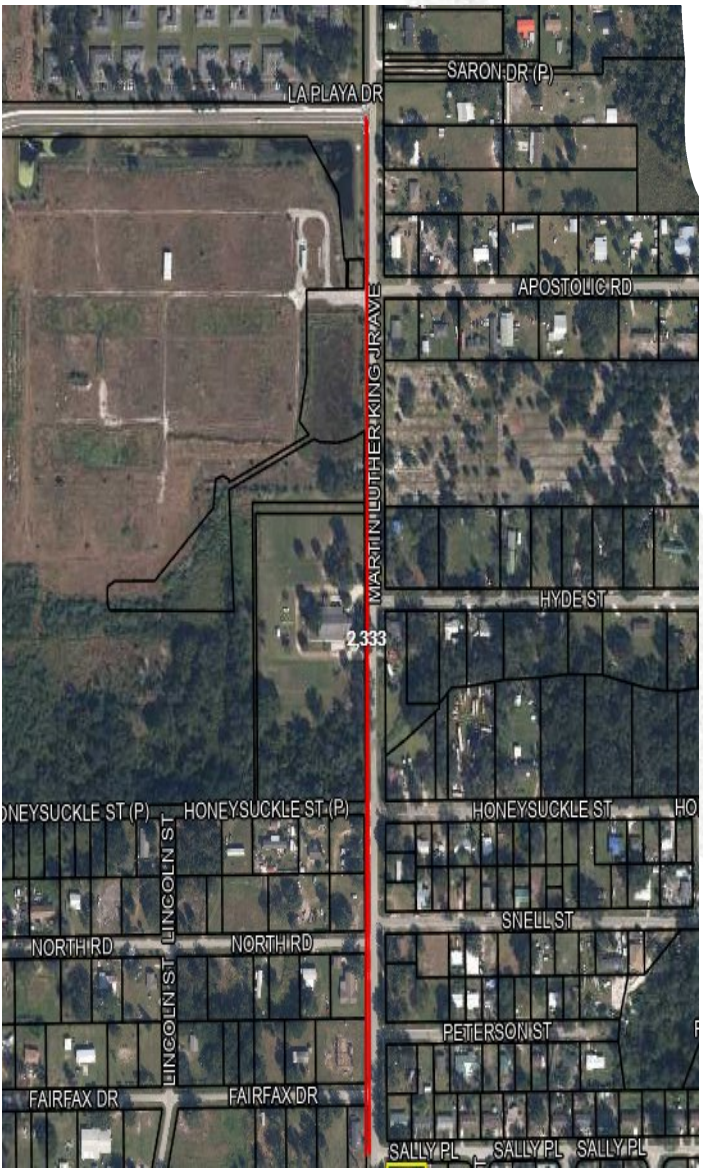
Civic Center Roof

Cost Estimate of $950,000



- The Hardee County Agri-Civic Center has been plagued by severe water intrusion, resulting in substantial damage to include falling ceiling tiles, microbial growth and heavy ponding that may lead to structural and/or safety issues.
- Beyond visible signs of disrepair, there are concerns about compromised air quality and overall safety as underscored by a reputable manufacturer specializing in roofing and building envelope systems.
- The Agri-Civic Center serves the public as a community center by hosting many event through out the year.
- Total Area = 27,663 sq ft, with 6 facets.





MLK Sidewalk from Sally Place to Carlton Avenue

Cost Estimate of $ 1,349,263

- Martin Luther King Jr. Avenue runs north and south, extending from Sally Place in the south to Carlton Avenue near Wauchula in Hardee County.
- The proposed sidewalk will be 2,353 feet long, 5 feet wide, and 6 inches thick, designed to meet ADA criteria.
- This sidewalk project will serve the needs of students residing on MLK Jr. Ave. and enrolled at the North Wauchula (1120 N. Florida Ave.) and Wauchula (400 S. Florida Ave.) Elementary Schools



North Bound from South Road to Fairfax Road



Sidewalk from FL Avenue, Stenstrom Road, & Altman Road

- The project includes the construction of sidewalks along Altman Road, extending from the Hardee Senior High School north to Stenstrom Road, and continuing east to South Florida Avenue, then north to Carlton Street.
- The cost estimate includes the installation of a prefab pedestrian bridge.
- The proposed sidewalk will be 6,588 feet long, 5 feet wide, and 6 inches thick, designed to meet ADA criteria.
- This sidewalk project will benefit the students from the nearby Hardee Senior High School with no private transportation.

Cost Estimate of $1,752,178









RESOLUTION NO. 2025-43

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2023-2024 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO FLORIDA COMMERCE; AUTHORIZING AND DESIGNATING THE COUNTY MANAGER OR CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hardee County is preparing to apply for the FY2023-24 Small Cities Community Development Block Grant (CDBG) for commercial or neighborhood revitalization; and

WHEREAS, it is necessary for the Commission to approve the submission of the Small Cities CDBG application; and

WHEREAS, it is necessary to designate signature authority to the Chairman of the Board; and

WHEREAS, it is necessary to establish an effective date.

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

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

Section 2. **Approval** That the BOCC hereby approves submission of FY 2023-2024 Small Cities CDBG application.

Section 3. **Approval and Authorization.** That the BOCC hereby approves and authorizes the Chairman of the Board or County Manager to execute the grant application.

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

APPROVED AND ADOPTED this 17th day of April, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

(SEAL)

_____
Russell A. Melendy, Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston, County Attorney

AGENDA ITEM NO. 8.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Resolution 2025-44 - Awarding RFQ 25-005 for the Utilities and Facilities Master Plan
SUGGESTED ACTION:	- Motion to approve Resolution 2025-44, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to Request for Qualifications (RFQ) number 25-005 professional engineering services for utilities and facilities master plan and authorizing the County Manager to enter into negotiations with the top-ranked firm and if unable to negotiate a fair, competitive and reasonable agreement to negotiate with the next highest ranked firm; providing for authorization; and providing for an effective date.

ATTACHMENTS:

BOCC Memo RFQ 25-005 Bid Results and award - Revised.pdf
RFQ 25-005 BID DOCUMENT.PDF
ADDUNDUM #1 RFQ 25-005.PDF
ADDENDUM # 2 RFQ 25-005.PDF
ADDENDUM #3 RFQ 25-005.PDF
Final Ranking.pdf
Resolution 2025-44 Final.docx

Hardee County FLORIDA

CAPITAL PROJECTS

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
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WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Christopher Simpron, Assistant County Manger

From: Bobby Keene, Capital Projects Manager

Date: April 17th, 2025

Re: RFQ 2025-005 Professional Engineering Services for Hardee County Utilities and Facilities Master Plan

On February 6th, 2025, Hardee County issued Request for Qualifications No.2025-005 seeking proposals from qualified firms to provide professional engineering services for the Hardee County Utilities and Facilities Master Plan.

On March 10th, 2025, a total of (4) responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed three shortlisted firms and ranked these firms as follows:

1. Jacobs (99.66)
2. Kimley-Horn & Associates, Inc (85.33)
3. Craig A Smith & Associates (84.00)

The highest-ranking firm, Jacobs, has a substantial margin from the rest of the shortlisted firms so it was determined that oral presentations are not required. The TRC members were designated by the County Manager and comprised of the following representatives:

1. Evelyn Guffey (Utilities and Solid Waste Director)
2. Bobby Keene (Capital Project Manager)
3. Todd McKinnish (City of Wauchula Supervisor of Water and Wastewater)

Attached to this memo are the individual and over-all ranking sheets developed during the March 12th, 2025, at 10:00 AM, Evaluation Committee Meeting. This was a public meeting held at the Hardee County Road and Bridge Department, Public Works Conference Room.

Staff recommends Board approval of the ranking and authorization for the County Manager to negotiate an agreement with the top-ranked Consultant and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked Consultant until negotiations are successful. Upon successful negotiations the County Manager will present an agreement for the Board's consideration.

HARDEE COUNTY
PUBLIC WORKS DIVISION
205 Hanchey Road
Wauchula, FL 33873

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS (RFQ) FOR "PROFESSIONAL ENGINEERING CONSULTING SERVICES – HARDEE COUNTY UTILITIES AND FACILITIES MASTER PLAN"

RFQ NO. 25-005

Hardee County FLORIDA

Deadline for Submittal and Opening Date/Time:
March 06, 2025 @ 2:00 p.m.

Submit To: Carmen C. Soles, Procurement Manager
Procurement Department
205 Hanchey Road
Wauchula, FL 33873

Date published: 02/06/2025 RFQ No. 25-005

TABLE OF CONTENTS

SECTION	CONTENT
1	Introduction
2	Information for Respondents & Schedule of Events
3	Scope of Services
4	Submittal Requirements
5	Evaluation Criteria & Process
6	General Terms & Conditions
7	Special Conditions
8	Forms
9	Services Contract

SECTION 1. INTRODUCTION

Hardee County, Florida (hereinafter the "County") has issued a Request for Qualifications ("RFQ") for qualified firms to submit proposals to conduct an Professional Engineering Consulting Services – Hardee County Utilities and Facilities Master Plan.

Firms submitting proposals must have proven expertise and experience in, providing a master plan for water, wastewater and facilities using population projections. These services shall include, but not be limited to, those contemplated in this RFQ as identified in Section 3 Scope of Services. The retained consultant(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. Firms should provide in-house capability for all the required services.

Any questions or requests for clarifications concerning this RFQ shall be submitted in writing by facsimile or E-mail and directed to Carmen C. Soles, Procurement Department, 205 Hanchey Road, Wauchula, FL, 33873; By Fax number 863-773-0322; or E-mail address: carmen.soles@hardeecountyfl.gov. The following shall be referenced on all correspondence and in the subject section of the email, "Request for Qualifications No. 25-005 Professional Engineering Consulting Services – Hardee County Utilities and Facilities Master Plan." **All questions must be received no later than February 20, 2025 , 2025 @ 3:00 p.m. .** All responses to questions/clarifications, if deemed necessary by the County, will be sent to all prospective Respondents either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline.

HARDEE COUNTY

Terry Atchley
County Manager

SECTION 2. INFORMATION FOR RESPONDENTS

Pursuant to Request for Qualifications No.25-005: Professional Engineering Consulting Serviecs – Hardee County Utilities and Facilities Master Plan ("RFQ"), the County is soliciting interested Respondents to submit a proposal relative to the services described herein. Respondents and entities which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFQ is divided into nine (9) sections:

1. Introduction
2. Information for Respondents & Schedule
3. Scope of Services
4. Submittal Requirements
5. Evaluation Criteria & Procedures
6. General Terms and Conditions
7. Special Conditions
8. Forms
9. Services Contract

SCHEDULE OF EVENTS

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 to provide notice to all Respondents.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ	02/06/25	
2	Closing Date for Respondent Questions	02/20/25	3:00 p.m.
3	County Answers to Questions by Respondents	02/24/25	3:00 p.m.
4	Responses Due	03/06/25	2:00 p.m.
5	Evaluation Committee Meeting – Public Works Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	03/12/25	10:00 a.m.
6	*If required:* Oral Presentations by Short Listed Respondents	*TBD *If required*	
7	County Manager Issues Recommendation to Board of County Commissioners	TBD	TBD
8	BOCC Meeting to Approve Recommendation and Award	TBD	TBD

RFQ responses shall be submitted electronically through DemandStar no later than 2:00 p.m. local time on March 06, 2025. A public opening will take place at or after 2:00 p.m. in the County's Public Works Division conference room located at 205 Hanchey Road, Wauchula, Florida 33873 on the same date and will also be available online via a TEAMS meeting link. A submittal by facsimile or electronic mail (email) will not be accepted. Any response received after March 06, 2025, at 2:00 p.m. local time on said date shall not be accepted under any circumstances. Any uncertainty regarding the time a RFQ response is received will be resolved against the Respondent.

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

SECTION 3. SCOPE OF SERVICES

1) GENERAL SCOPE OF WORK

A. Hardee County Board of County Commissioners seeks to contract for professional consulting services (CONSULTANT) to provide a water, wastewater and facilities master plan using population projections based on the 2020 US Census data, recalibrate hydraulic models, and project through 2045. In addition to expanding on wellfield planning and water resources, a new reuse water master plan is to be developed.

B. Hardee County Utilities (HCU) is responsible for providing safe, reliable potable water service and effectively treating wastewater throughout several areas in unincorporated Hardee County. The components of these systems include raw water supply, two water treatment plants, water storage, water booster pump stations, water distribution piping, sewer collection piping, wastewater pump stations, and reuse distribution piping. The HCU water service area encompasses approximately 5.5 square miles and has a permitted capacity of 0.439 million gallons per day (MGD) of finished water. The HCU sewer service area encompasses approximately 5.5 square miles and has a permitted treatment capacity of 0.360 MGD.

2) INCEPTION AND PRELIMINARY PLANNING

The following tasks are proposed to be completed by the CONSULTANT to accomplish this Master Plan:

A. Initial Assessment:
- Conduct a comprehensive review of existing water and wastewater infrastructure.
- Inventory current assets such as pipes, treatment plants, reservoirs and pumping stations.
- Evaluate the condition and capacity of existing systems.

B. Stakeholder Engagement:
- Identify and engage key stakeholders including residents, businesses, local government, and regulatory agencies.
- Gather input through public meetings, surveys and consultations.

3) Feasibility Studies

A. Demand Forecasting:
- Project future water and wastewater needs based on population growth, economic development and land use trends.
- Consider external factors such as climate change and conservation efforts.

B. Regulatory Review:
- Ensure understanding of local, state and federal regulations affecting water and wastewater services.
- Assess the potential regulatory impacts on proposed projects.

4) Master Plan Development

A. Infrastructure Analysis:
- Identify necessary upgrades, expansions, and new construction to meet projected demands.
- Develop a list of prioritized projects with detailed descriptions.

B. Sustainability and Resilience Planning:
- Incorporate strategies for water conservation, leak detection and efficient resource use.
- Plan for resilience to natural disasters and climate change impacts.

C. Preliminary Cost Estimates and Funding Strategies:
- Estimate costs for proposed projects.
- Identify potential funding sources including grants, loans and rate adjustments.

5) Design and Engineering

A. Detailed Engineering Studies:
- Conduct detailed design and engineering studies for each proposed project.
- Develop technical specifications and construction plans.

B. Environmental Impact Assessment:
- Perform assessment to evaluate environmental impacts of proposed projects.
- Develop mitigation plans to address potential environmental concerns.

6) Land Acquisition and Permitting

A. Land Acquisition:
- Identify and acquire necessary land and easements for new infrastructure.

B. Permitting:
- Obtain permits required from relevant regulatory agencies.

7) Final Plan Approval

A. Review and Refinement:
- Present the draft master plan to stakeholders for review and feedback.
- Refine the plan based on feedback and additional analysis.

B. Official Approval:
- Seek approval from relevant authorities, i.e. county boards or utility boards.

8) Implementation

A. Project Management:
- Develop a detailed implementation schedule for approved projects.
- Assign project managers and establish oversight mechanisms.

B. Construction:
- Initiate construction activities according to the implementation schedule.

- Monitor construction progress and ensure adherence to design specifications and timelines.

C. Quality Control:
   - Conduct inspections and quality control checks throughout the construction process.

9) Operation and Maintenance

A. System Integration:
   - Integrate new infrastructure into existing water / wastewater systems.

B. Ownership of Infrastructure
   - Identify service areas and separate ownership of responsibilities for county departments and staffing requirements.

C. Training and Capacity Building:
   - Train staff in new systems and technologies.

D. Maintenance Planning:
   - Develop and implement maintenance plans to ensure long-term functionality and efficiency.

10) Monitoring and Evaluation

A. Performance Monitoring:
   - Continuously monitor system performance and service quality.

B. Evaluation and Reporting:
   - Conduct periodic evaluations to assess the effectiveness of implemented projects.
   - Report findings to stakeholders and regulatory bodies.

11) Plan Review and Update

A. Regular Review:
   - Schedule regular reviews of the master plan to account for changing conditions and emerging needs.

B. Plan Updates:
Update the master plan as necessary to reflect new data, regulations and technological advancements.

SECTION 4. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

All responses must be received by March 06, 2025, at 2:00 p.m. via DemandStar E-bidding upload. All responses must be received by the due date and time. Responses received after the due date and time will not be considered.

All Responses received will be publicly read during an in-person and virtual meeting, on the date and at the time specified in the Schedule of Events set forth herein.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Responses be organized in the manner specified. Failure to do so may deem a submitted Response as non-responsive. The following information and documents, as well as the manner and order specified below are required for the Responses. Failure to provide the information as requested may cause the Response to be deemed non-responsive.

In the event the County has requested hard copies of a proposal, the specifications and all executed Proposal Forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet e-mail be accepted.

Proposal Format and Preparation

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFQ. The County reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.

(b) Respondents shall submit the proposals via DemandStar E-bidding upload. All responses must be received by the due date and time. Responses received after the due date and time will not be considered. Proposals must be received in the location and before the time and date on the solicitation cover sheet.

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in a PDF document on letter size, 8 ½" by 11" format.

(d) To aid in the timely, effective review of all proposals, it is required that each Respondent closely follow the content requirements provided below.

(e) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a Respondent to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

In addition to other requirements stated in this RFQ, to be eligible to respond, the Respondent shall submit a response that includes all of the following information, appropriately tabbed, in the order provided for below.

TAB A: COVER LETTER, TABLE OF CONTENTS

1. Transmittal Letter and Table of Contents: Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the respondent's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the response remains in effect for three hundred and sixty-five (365) days. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

TAB B: QUALIFICATIONS, EXPERIENCE AND BACKGROUND– (40 POINTS)

1. Evaluation will include an assessment of such items as the history of your company and professional experience as it is related to the requirements within this RFQ.

2. Provide a detailed description of the firm's knowledge, expertise, and capabilities as they relate to each phase outlined in the scope of work.

3. Respondent should demonstrate they have experience in implemented billing practices and procedures per government accounting specifications.

4. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. References should be for similar or related projects. Note clients who may be contacted.

5. Respondent should demonstrate a working knowledge of the issues and challenges associated with inter-agency coordination, stakeholder and community involvement as it relates to the scope of work.

6. Provide a statement whether the respondent is local, national, or international. Include the company's profile and financial information.

7. Provide a minimum of three (3) references for similar work. Preference will be given to respondents with government experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Respondent is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

TAB C: EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF (30 POINTS)

Staff Qualifications: Present the staffing plan, identify the project manager, key project team members and/or subconsultants. Only include personnel who will be working on the project. Give a brief resume of key persons to be assigned to the project including, but not limited to:

1. Name and title
2. Percentage of time to be assigned full time to this project
3. How many years with this firm
4. How many years with other firms
5. Experience:
6. Types of projects
7. What were the specific project involvements
8. Education
9. Active registration
10. Other experience and qualifications that are relevant to this project

TAB D: APPROACH TO SCOPE OF WORK (30 POINTS)

The respondent should present their approach to delivering the services outlined in the scope of work for the project. Knowledge of the County and outline any past experience working with the County. State your project management plan, firm's interpretation of scope, and method of approach. Define personnel, consultants, and resources, available to meet the requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented.

TAB E: EXCEPTIONS – (NO POINTS)

Exceptions to, or variances from, any portion of this RFQshall not be considered unless the Respondent specifically identifies them in TAB E of its proposal. Exceptions are, however, strongly discouraged and may not be accepted.

TAB F: ATTACHMENTS (NO POINTS)

The responder shall attach all fully completed and executed RFQ Forms for Submittal:

Form 1: Proposal Checklist
Form 2: Company Qualifications Questionnaire
Form 3: Certificate of Authority (Complete one of the two forms as applicable)
Form 3A: Certificate of Authority (for Corporations or Partnerships)
Form 3B: Certificate of Authority (for Individuals)
Form 4: Acknowledgment of Addenda
Form 5: Single Execution Affidavit - General Contracts Affidavit (*contains all affidavits listed below*)

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Drug-Free Workplace Affidavit
- SCOP/SCRAP FDOT

Form 6: Single Execution Affidavits-Federal Aid Affidavit (*contains all affidavits listed below*)

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

Form 7: Dispute Disclosure
Form 8: Key Staff and Proposed Subcontractors
Form 9: Reference Letters
Form 10: IRS Form W-9
Form 11: Proof of Required Insurance
Form 12: Bid Security/Bid Bond (unless waived)
Form 13: Performance Bond/Payment Bond (unless waived)

SECTION 5. EVALUATION CRITERIA & PROCESS

Per Section 287.055, Florida Statutes in determining whether a firm is qualified, the County shall consider such factors as experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, and compliance with the submission requirements. The agency may request, accept, and consider responses for the compensation to be paid under the contract only during competitive negotiations. The scoring of the responses by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the responses received on the basis of the criteria and available points indicated below.

Criteria	Maximum Points
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent, current and projected workloads; volume of work previously awarded to each firm by agency	**40**
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	**30**
Approach and Delivery of Services (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	**30**
	100 POINTS

Evaluation Process

Staff Level Review for Compliance with Minimum Requirements. A member of County Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFQ have been met. The County Manager or designee may reject those responses that do not meet the minimum requirements of the RFQ.

Evaluation Committee Review. The County Manager will appoint an Evaluation Committee to review and evaluate the responsive responses during a virtual public meeting (the County will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a response. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the firms. The Committee shall select in order of preference and rank the firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, the criteria set forth above.

Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed Firms for oral presentations before the Evaluation Committee regarding their Response, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 25% in the final scoring and the original Response will be worth 75%. The oral presentations may be performed via a virtual public meeting or may be conducted in person. The County will notify the Firms where the oral presentations, if any, will be conducted. The Evaluation Committee shall rank the respondents and provide its written recommendations to the County Manager.

Recommendation to Board of County Commissioners. After short-listing of the top three respondents deemed qualified by the Evaluation Committee, the County Manager will present a recommendation to

the Board of County Commissioners ("BOCC") with the Evaluation Committee's rankings and recommendations for consideration by the BOCC and the County Manager's recommendation for award or rejection of all Responses for approval at a BOCC meeting.

BOCC Meeting to Select Consultant(s). The BOCC may select the Consultant(s) that it determines are the most qualified, taking into consideration all aspects of the Consultant's Response and authorize the County Manager to proceed with negotiations and execute a professional services agreement with the selected Consultant. The BOCC shall have the final authority to select the Consultant(s) and award the Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant (s) by the BOCC, the County Manager or designee(s) shall negotiate a Consultant Services Agreement in the form attached hereto as Exhibit "A" in accordance with Section 287.055, Florida Statutes, with the selected Consultant(s) at compensation that the County Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of an agreement shall be subject to approval by the County Attorney as to form, content, and legal sufficiency. Should the County Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the County Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The County Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

BOCC Meeting to Approve Consultant Services Agreement(s) with Consultant(s).
Upon reaching mutually agreeable terms with the selected Consultant(s), the Consultant Services Agreement(s) for the selected Consultant shall be executed, subject to approval by the BOCC. The County reserves the right to reject any or all Responses which is in any way incomplete or irregular, rebid the entire solicitation, or enter into agreements with more than one Consultant.

SECTION 6. GENERAL TERMS AND CONDITIONS

1. **ADDENDA.** If the County finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the County will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

2. **CERTIFICATION.** By submitting a response to this RFQ, the signer of the response declares that the person(s), firm(s) and parties identified in the response are interested in and available for providing the Services; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the response has full authority to bind the person(s), firm(s) and parties identified in the response. By submitting a response, the Respondent shall certify that it has fully read and understood this RFQ and the response method and has full knowledge of the scope, nature, and quality of work to be performed.

3. **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFQ.

4. **INTERVIEWS.** The County reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the BOCC's Meeting where ranking and award is made.

5. **RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

6. **RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the County and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

7. **RESPONSE WITHDRAWAL.** Respondents may withdraw their responses by notifying the Procurement Manager in writing at any time prior to the scheduled opening. Respondents may withdraw their responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the County and will not be returned to the Respondents.

8. **RETENTION OF RESPONSE.** The County reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.

9. **REQUESTS FOR INFORMATION/CLARIFICATION.** The County, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate responses. The County has made efforts to provide accurate and complete information in this RFQ. The County shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information

necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing via email prior to deadline indicated in Section 2, of this RFQ**.**

10. **IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the County. The County reserves the right to waive any irregularities in the request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.
    A. The County reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the County and whose responses are considered by the County to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFQ. Notwithstanding, the County may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
    B. The County reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the County reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
    C. Respondents shall furnish additional information as the County may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

11. **RESPONSE/PRESENTATION COSTS.** The County shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

12. **LATE SUBMISSIONS.** Responses received by the County after the time specified for receipt will not be considered. They will be marked “LATE” and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of responses shall be decided in the favor of the County. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The County shall not be responsible for responses received after the submittal deadline and encourages early submittal.

13. **COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete response.

14. **PERMITS, TAXES, LICENSES.** The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

15. **LAWS, ORDINANCES.** The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

16. **APPROPRIATIONS CLAUSE.** By submitting a Proposal, the Respondent certifies that he/she understands that the County, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with

the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The County will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

17. **IDENTIFICATION CARD**. Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the County for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

18. **MINORITY BUSINESS ENTERPRISE.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the County hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

19. **DISABILITY.** The County does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on page one of this document at least twenty-four (24) hours in advance of the activity to request accommodations.

20. **NON-DISCRIMINATION.** The contract awarded as a result of this Request for Qualifications will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

21. **UNAUTHORIZED ALIENS.** The County will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

22. **TERMINATION.** A contract may be terminated in whole or in part by the County at any time and for any reason in accordance with this clause, whenever the County determines, in its sole discretion that such termination is in the best interests of the County. A Notice of Termination will be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

23. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING.** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining responsiveness. Respondents are further notified that the County's governing body may not give preference based on social, political, or ideological interests.

24. **FOREIGN COUNTRY OF CONCERN.** Pursuant to section 286.101, Florida Statutes, Respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or

grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the County, Respondent provided a copy of such disclosure to the Florida Department of Financial Services.

25. **SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal. Notwithstanding anything contained in this RFP to the contrary, the County may terminate any awarded contract immediately for cause if: (1) Respondent is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Respondent is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Respondent is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

26. **PUBLIC RECORDS EXEMPTIONS.** After the deadline to submit proposals has passed, all proposals will be regarded as public records and will be subject to review by the public consistent with Chapter 119, Florida Statutes. Except as expressly provided below, any language purporting to render all of portions of the proposals confidential will be regarded as non-effective and will be disregarded. Pursuant to section 815.045, Florida Statutes, “trade secrets” as defined in section 812.081, Florida Statutes, are confidential and exempt from Florida’s Public Records Law. Additionally, pursuant to section 119.0715, Florida Statutes, “trade secrets" as defined in sections 688.002, Florida Statutes, held by the County are confidential and exempt from said Public Records Law. As such, if Respondent considers any portion of its proposal or any other document or information provided to the County to be trade secret under sections 688.002 or 812.081, Florida Statutes, or otherwise confidential under Florida law, Respondent must clearly designate each specific portion of said record(s) as “trade secret” or otherwise confidential with statutory citation and explanation at the time of submission to the County with an affidavit certifying under oath to the truth of the statements in section 624.4213(1)(c)1. through 4., Florida Statutes, concerning all documents and information that are claimed to be trade secrets. Failure to do so will constitute a disclosure in the public domain and be deemed a waiver of any such claim to confidentiality. Respondent will be responsible for responding to and resolving all requests and claims for access to contract-related or other such materials Respondent has designated trade secret or otherwise confidential. If the County receives a public records request for records designated by Respondent as trade secret or otherwise confidential under Florida law,

the Respondent will be responsible for taking the appropriate legal action in response to the request. If Respondent fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the County will provide the materials to the requester. Without limiting any other indemnification provision(s) herein, Respondent will without limitation protect, defend, indemnify, and hold harmless the County for all claims, cases, actions, controversies, costs, fines, damages, fees, including but not limited to attorneys' fees, arising from or relating to Respondent's designation of materials as trade secret or otherwise confidential.

27. **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the County in connection with Responses shall become property of the County and shall be deemed to be public records subject to public inspection.

28. **BONDS.** The selected Respondent must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Agreement, deliver to the County the Bonds required to be provided by Respondent hereunder and the Consultant Services Agreement (collectively, the "Bonds"). The County, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the County will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted doing business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Consultant Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Respondent's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the County.

    A. **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the County a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the County by failing to perform the contract in the time and manner provided for in the contract.
        i. **A performance bond is required [YES] or [NO☐].**

    B. **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the County a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the County if the selected Respondent fails to make any required payments only.
        i. **A payment bond is required [YES] or [NO☐].**

    C. **WAIVER OF BONDS.** If indicated below, the County Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the County.
        i. **Bonds are waived by the County [YES☐] or [NO].**

29. INSURANCE.

A. The Respondent is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the County accepts that the Respondent has satisfactorily completed all work required under the Contract; and cause subcontractor(s), if utilized, to acquire and maintain the same.

1. The Respondent, if selected, will provide the County with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the Respondent will provide to the County, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the County whenever any policy is renewed, revised, or obtained from other insurers. Hardee County shall be named as the Certificate Holder.
   The address where such certificates and certified policies shall be sent or delivered is as follows:

   Hardee County
   Attention: County Manager
   412 W. Orange Street, Room 103
   Wauchula, FL 33873
2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Respondent and subcontractor(s) shall be endorsed to include Hardee County as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Agreement with the County.
4. Respondent shall notify the County within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Respondent from its insurer.

B. Specific Insurance Coverages and Limits

1. All requirements in this Insurance Section shall be complied with in full by the Respondent unless excused from compliance in writing by the County. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the County.
2. **Professional Liability Insurance** in an amount not less than $1,000,000 per occurrence.
3. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A:	Workers Compensation	Statutory benefits
Coverage B:	Employers Liability	$500,000 Limit Each Accident $1,000,000 Limit Disease Aggregate $500,000 Limit Disease Each Employee

4. **Comprehensive Commercial General Liability Insurance** for all operations,

including but not limited to, Independent Contractor, Contractual Liability, Premises / Operations, Products / Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the County. Policy shall not contain an Explosion, Collapse, or Underground (X, C, U) exclusion.

$1,000,000 Per Occurrence
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury
$2,000,000 General Aggregate

5. **Business Automobile Liability Insurance:** The Respondent shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

6. **Property Insurance:** CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

7. **Cyber Liability Insurance** shall be required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security.

   $500,000 per occurrence.

   If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

8. **Property Insurance:** Respondent will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Respondent and/or subcontractor(s).
D. All policies shall be written on a primary, non-contributory basis.
E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the County.
F. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Respondent.
G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
H. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Respondent's obligation to fulfill the insurance requirements specified in this Agreement.
J. Precaution shall be exercised at all times by the Respondent for the protection of all persons, including employees, and property. The Respondent shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health,

and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

K. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Respondent acknowledges that such stoppage will not shift responsibility for any damages from the Respondent to the County.

L. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Respondent or its subcontractors will relieve the Respondent or subcontractor from responsibility to prove insurance as required.

30. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Respondent agrees to indemnify, defend, save and hold harmless the County, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

31. ERRORS AND OMISSIONS: The Respondent to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The Respondent shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Respondent with respect to the disciplines required for the performance of the Work in the State of Florida. The Respondent is responsible for and represents that the Work conforms to County's requirements as set forth in this Agreement. The Respondent shall be and remain liable to County for all damages to County caused by the Respondent's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which County may have, the Respondent shall, at its expense, re-perform the services to correct any deficiencies, which result from the Respondent's failure to perform in accordance with the above standards. The County shall notify the Respondent in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Respondent or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the County's rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Respondent and its sub-consultants and Subcontractors shall be and remain liable to County in accordance with applicable law for all damages to County caused by any failure of the Respondent or its sub-consultants and Subcontractors to comply

with the terms and conditions of this Agreement or by the Respondent's or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the Respondent shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

32. AWARD PROTEST

Unsuccessful prospective Respondent has the right to appeal a contract award in accordance with the Purchasing Policy and Procedures Manual. The unsuccessful Respondent must:

- File a notice of protest in writing within 72 hours after posting the tabulation and/or awarding the contract to the County Manager's office.
- Shall then file a formal written protest to the County Manager's office within ten (10) days (excluding weekends, and legal holidays) after filing the notice of protest. Formal protest received after the ten days shall not be considered.
- The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.
- "FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS."

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be accompanied by a filing fee set by County. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the County shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

SECTION 7. SPECIAL TERMS AND CONDITIONS – FEDERAL ASSISTANCE

These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith. The term “Contractor” shall have the same meaning as defined in the agreement to this solicitation.

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS

A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the County, the Administrator for Federal funds, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the Federal grant administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and applicable Federal Department, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NONDISCRIMINATION

A. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Government may issue.

B. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

C. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

D. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

6. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

A. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

1. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
2. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
3. US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
6. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

7. CLEAN AIR AND WATER ACT

A. Definitions:

1. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
2. "Clean air standards," as used in this clause, means:
   a) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
   b) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];

c) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or

d) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

3. "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

4. "Compliance," as used in this clause, means compliance with:

a) Clean air or water standards; or

b) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

5. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

6. "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

B. The Contractor agrees:

1. To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

8. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION-NONCONSTRUCTION</u>

A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

E. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

It is the policy of the County and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

10. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

11. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. NOTICE OF FEDERAL REQUIREMENTS

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

13. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

14. RESTRICTIONS ON LOBBYING

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

For agreements funded in whole or part by the FTA, these provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

16. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. BUY AMERICA PROVISION

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration’s implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These

regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation.

18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hardee County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19. FALSE CLAIMS ACT – PROMPT NOTIFICATION

A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the County, and the County will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

B. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the County, and the County will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Contractor and/or the County and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the County or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

1. Telecommunications or video surveillance services provided by such entities or using such equipment.

2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under Public Law 115-232 , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

21. TERMINATION.

The Contract may be terminated with or without cause in accordance with the provisions below.

A. Termination for Convenience: For and in consideration of $10.00, if the County determines that it is in its best interest to do so, the County may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the County terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the County its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the County in its possession, Contractor shall account for the same and dispose of it as directed by the County.

B. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by the County for cause under this Section, Contractor shall be liable for all

expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

C. If it is later determined by the County that the Contractor's failure to perform is a result of Force Majeure, the County may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph (A) above.

D. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, the County shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

SECTION 8 FORMS

FORM 1 PROPOSAL CHECKLIST

___Form 1: Proposal Checklist

___Form 2: Company Qualifications Questionnaire

___Form 3: Certificate of Authority (Complete one of the two forms as applicable)

___Form 3A: Certificate of Authority (for Corporations or Partnerships)

___Form 3B: Certificate of Authority (for Individuals)

___Form 4: Acknowledgment of Addenda

___Form 5: Single Execution Affidavits-General Contracts

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Drug-free Workplace Affidavit
- SCOP/SCRAP FDOT

___Form 6: Single Execution Affidavits-Federal Aid Contracts

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

___Form 7: Dispute Disclosure

___Form 8: Key Staff and Proposed Subcontractors

___Form 9: Reference Letters

___Form 10: IRS Form W-9

___Form 11: Proof of Required Insurance

___Form 12: intentionally omitted

___Form 13: Performance Bond & Payment Bond (unless waived)

Firm: _____ **Date:** _____

Authorized Signature: _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____

Firm Name

_____

Principal Business Address

_____

Telephone Number Facsimile Number

_____

Email Address

_____

Federal I.D. No. or Social Security Number

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

_____

Insurance Carrier Name Insurance Carrier Contact Person

_____

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes

If yes, please identify the type of claim and the amount paid out under the claim: _____

_____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A

CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____ ,(the"Entity")

held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as

_____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20 , on behalf of the Entity and submit this Proposal to Hardee County, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _

_____ day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as
   _____ , the Contractor that
   has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____ , and submit this Proposal to Hardee County, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____

NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____

FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of Hardee County ("County") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no County employee, nor any elected or appointed officer (including County board members) of the County, nor any spouse, parent or child of such employee or elected or appointed officer of the County, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such County employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the County. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to County.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Hardee County or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. _ Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. _ If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. _ The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection

287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. _Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. _Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. _Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the County Manager.
4. _Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. _I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the County adequate time to evaluate the Statements of Qualifications.
6. _I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. _I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the County are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate – CCNA Procurement Only

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Qualifications and the Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the County, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with Hardee County, Florida.

_____
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Qualifications and the Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Hardee County, Florida. Consultant understands that for the breach or violation of this provision, the County shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent Initials

Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds $100,000.

Pursuant to section 286.101, Florida Statutes, the Respondent is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
For purposes of this section, “Foreign Country of Concern" means the People’s Republic of China, the Russian

Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the County, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the respondent certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

□ NONE

OR

□ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below or attach on a separate page, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

_____
Respondent Initials

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Hardee County, Florida requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

_____
Respondent Initials

DRUG-FREE WORKPLACE AFFIDAVIT

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the

actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Respondent Initials

Small County Outreach Program (SCOP) And Small County Road Assistance Program (SCRAP) funded 3R projects. When performing a project that is SCOP and SCRAP funded, the engineer shall comply with the following:

The Respondent warrants that he or she shall be Florida Department of Transportation (FDOT) prequalified for work

Yes, I am currently prequalified for F.D.O.T. work categories, meet the standard indemnification and meet state audit requirements.

_____
Respondent Initials

No, I do not meet the prequalified requirements for F.D.O.T. work categories and the standard indemnification and state audit requirements.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 6

SINGLE EXECUTION AFFIDAVITS-FEDERAL AID AFFIDAVIT

Disadvantaged Business Enterprise (DBE)

The Respondent represents as part of its offer that it (Mark one with an "X"):

□ is □ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

Affirmative Action Compliance

(a) The Respondent represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

□ has developed and has on file

□ has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

□ has □ has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Certification of Independent Price Determination

(a) By executing this certification, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other respondent or to any competitor; and

(3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person executing this certification certifies that:

(1) He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

_____
Respondent Initials

Certification of Non-Segregated Facilities

(a) By executing this certification, the respondent certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
(b) The respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.
(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.
(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
    (1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
    (2) retain such certifications in its files; and
    (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____
Respondent Initials

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Respondent Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the County pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the County shall incorporate the federally required contract provisions in the Agreement awarded under this RFQ. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFQ: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are incorporated into the consultant services agreement incorporated herein.

BUY AMERICA CERTIFICATE

If the ***OFFER PRICE EXCEEDS $150,000*, *complete*** the certificate and ***submit it*** with your offer.

SECTION **(1)** Complete ***only*** for **ROLLING STOCK** and **ASSOCIATED EQUIPMENT.**
SECTION **(2) SIGN** and **COMPLETE *always***.

CAUTION:

If the solicitation is an **Invitation for Bids (IFB)**, failure to return this form prior to the deadline established for receipt of bids or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer nonresponsive.

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on the initial offer/proposal (without discussions)**, failure to return this form prior to the deadline established for receipt of initial offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on revised or final offers/proposals**, failure to return this form prior to the deadline established for receipt of final or revised offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable. Note, the County is under no obligation to request revised or final offers/proposals.

DEFINITIONS: *(Pursuant to 49 CFR 661)*

ASSOCIATED EQUIPMENT: All components or subcomponents of Rolling Stock, including, but not limited to, train control, communication and traction power equipment, and as otherwise defined in 49 CFR 661.11.

IRON AND STEEL PRODUCTS: All construction materials made primarily of iron or steel and meant for use in infrastructure projects, including, but not limited to, structural iron or steel, iron or steel beams and columns, running rail and contact rail. This certification does not apply to iron or steel used as components or subcomponents of other manufactured products or rolling stock, or to metallurgic processes involving refinement of steel additives.

MANUFACTURED PRODUCT: An item produced as a result of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from the mere assembly of elements or materials.

ROLLING STOCK: Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as, vehicles used for support services.

SECTION (1); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT**:** (*Mark One*)

- ☐ CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3). The respondent hereby certifies that it *will comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

- ☐ CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3). The respondent hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7

SECTION (2); OFFEROR'S SIGNATURE: *(Sign, Date and Enter Your Title and the Name of Your Company)*

_____ _____

SIGNATURE **DATE**

_____

TITLE

_____

NAME OF COMPANY

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavit.

In the presence of:

_____
Witness #1 Print Name: _____
_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Hardee County, Florida.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8

KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the County:

_____

_____

_____

_____

Please identify each Key Staff member's engagement commitments that will exist concurrently with the County's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the County with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9 - REFERENCES

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #4, *if required*

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 10

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 11

PROOF OF REQUIRED INSURANCE

FORM 12

INTENTIONALLY OMITTED

FORM 13
PAYMENT BOND/PERFORMANCE BOND WAIVED

HARDEE COUNTY

FORM 13
PAYMENT BOND
Bond #

PRINCIPAL (Legal name, business address and telephone number)	**Date Bond Executed:** (must be same as or later than contract date)	
	Type Of Organization ("X" one) ❒ Individual ❒ Partnership ❒ Joint Venture ❒ Corporation	
	State of Incorporation	
SURETY(IES) (Name(s, business address(es) and telephone number)	PENAL SUM OF BOND	
	$	
	CONTRACT DATE	CONTRACT NO.

PROJECT (Address and description)

KNOW ALL MEN BY THESE PRESENTS,
that we, the Principal and Surety(ies) hereto, are firmly bound to Hardee County (hereinafter called the County) and to all persons, firms, and corporations who may furnish materials for, and perform labor under the contract referred to above, in the above penal sum for the payment of which we bind ourselves, heirs, executors, administrators, and successors, jointly and severally; provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or action against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as it is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
whereas the Principal has entered into the contract identified above,

NOW, THEREFORE,
if the Principal shall promptly make payment to all persons supplying labor and/or material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modification(s) to the Surety(ies) being hereby waived, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect. This bond is given to pursuant to the provisions of Florida state law. If any legal action be filed upon this bond, venue shall lie solely in Hardee County, Florida.

The entity identified as the RESIDENT AGENT of the Surety is hereby designated by the Surety as the Resident Agent in the State of Florida to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship as required pursuant to section 624.422, Florida Statutes.

IN WITNESS WHEREOF,
the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	Typed Names and Titles	Corporate Seal
1. (seal)	1.	
2. (seal)	2.	

CORPORATE SURETY(IES)

(Surety A) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	

Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

CORPORATE SURETY(IES)

(Surety B) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety C) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety D) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

INSTRUCTIONS

1. This form is authorized for use in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, a certified copy of the Power of Attorney must be attached. If the amount of the bond exceeds $100,000, the surety(ies) shall be approved for the amount of the bonds, and must hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a Treasury listed insurer, in accordance with the requirements of Florida.

3. The bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Florida and licensed by the State of Florida to issue surety bonds. All payment bonds shall comply with section 255.05, Florida Statutes, and comply with the notice and time limitations contained in section 255.05(2), Florida Statutes.

4. Where more than a single corporate surety in involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of this form, only the letter identification of the Sureties shall be inserted.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".

6. The name and title of each person signing this payment bond should be typed in the space provided.

HARDEE COUNTY, FLORIDA

FORM 13

PERFORMANCE BOND

Bond #

PRINCIPAL (Legal name, business address and telephone number)	**Date Bond Executed:** **(must be same as or later than contract date)**
	Type Of Organization ("X" one) ❒ Individual ❒ Partnership ❒ Joint Venture ❒ Corporation
	State of Incorporation
SURETY(IES) (Name(s), business address(es) and telephone number(s))	PENAL SUM OF BOND $
	CONTRACT DATE / CONTRACT NO.

PROJECT (Address and description)

KNOW ALL MEN BY THESE PRESENTS,
that we, the Principal and Surety(ies) hereto, are firmly bound to Hardee County (hereinafter called the County) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or action against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as it is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
whereas the Principal has entered into the contract identified above,

if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreement of said contract, in accordance with the plans, specifications and contract documents, during the original term of said contract and any extensions thereof that may be granted by the County, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then this obligation shall be void; otherwise, it shall remain in full force and effect. This bond is given pursuant to the provisions of Florida state law. If any legal action be filed upon this bond, venue shall lie solely in Hardee County, Florida.

The entity identified as the RESIDENT AGENT of the Surety is hereby designated by the Surety as the Resident Agent in the State of Florida to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship as required pursuant to Section 624.422, Florida Statutes.

IN WITNESS WHEREOF,
the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	Typed Names and Titles	
1. (seal)	1.	Corporate Seal
2. (seal)	2.	

CORPORATE SURETY(IES)

(Surety A) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

CORPORATE SURETY(IES)

(Surety B) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety C) Name & Address		State of Incorporation	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

INSTRUCTIONS

1. This form is authorized for use in contracts with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, a certified copy of the Power of Attorney must be attached.

3. The bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Florida and licensed by the State of Florida to insure surety bonds. All payment bonds shall comply with Section 255.05, Florida Statutes, and comply with the notice and time limitations contained in Section 255.05(2), Florida Statutes. If the amount of the bond exceeds $100,000, the surety(ies) shall be approved for the amount of the bonds, and must hold either a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a Treasury listed insurer.

4. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed “CORPORATE SURETY(IES)” on the face of this form, only the letter identification of the Sureties shall be inserted.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".

6. The name and title of each person signing this performance bond should be typed in the space provided.

ADDENDUM #1

RFQ 25-005 PROFESSIONAL ENGINEERING CONSULTING SERVICES- HARDEE COUNTY UTILITIES AND FACILITIES MASTER PLAN

February 18, 2025

Could the County please confirm per the scope outlined in Section 3, upon completion of the master plan described under subsection 1(A), will the firm selected also be providing the requirements under subsections 5-10?

Pertaining to the question above - Revised Scope of Work

6) Land Acquisition and Permitting

A. Land Acquisition:

- Identify ~~and acquire~~ necessary land and easements for new infrastructure.

B. ~~Permitting:~~

- ~~Obtain permits required from relevant regulatory agencies.~~

7) Final Plan Approval

A. Review and Refinement:

- Present the draft master plan to stakeholders for review and feedback.
- Refine the plan based on feedback and additional analysis.

B. Official Approval:

- Seek approval from relevant authorities, i.e. county boards or utility boards.

8) Implementation

A. Project Management:

- Develop a detailed implementation schedule for approved projects.
- Assign project managers and establish oversight mechanisms.

B. Construction:

- Initiate construction activities according to the implementation schedule.
- Monitor construction progress and ensure adherence to design specifications and timelines.

C. Quality Control:

- Conduct inspections and quality control checks throughout the construction process.

9) Operation and Maintenance

A. System Integration:

- Integrate new infrastructure into existing water / wastewater systems.

B. Ownership of Infrastructure

- Identify service areas and separate ownership of responsibilities for county departments and staffing requirements.

C. Training and Capacity Building:

- Train staff in new systems and technologies.

D. Maintenance Planning:

- Develop and implement maintenance plans to ensure long-term functionality and efficiency.

~~10) Monitoring and Evaluation~~

~~A. Performance Monitoring:~~

~~• Continuously monitor system performance and service quality.~~

~~B. Evaluation and Reporting:~~

~~• Conduct periodic evaluations to assess the effectiveness of implemented projects.~~

~~• Report findings to stakeholders and regulatory bodies~~

END OF ADDENDUM #1

ADDENDUM #2 ADDITIONAL RESPONSE TO QUESTIONS

RFQ 25-005 PROFESSIONAL ENGINEERING CONSULTING SERVICES- HARDEE COUNTY UTILITIES AND FACILITIES MASTER PLAN

February 27, 2025

Question:

1. The indemnity in section 6/article 30 on page 20 of 64 does not comply with Florida Statute 725.08 by requiring a defense. Will you agree to remove the requirement to “defend”?

Answer:

The County will ensure that any indemnification provisions will be amended as needed to comply with Florida law.

Question:

2. I am inquiring if Hardee County has a small business or minority business participation goal(s) for engineering services contracts.

Answer:

Section 5. EVALUATION CRITERIA & PROCESS, shall be amended as follows (changes are indicated by the underline text):

SECTION 5. EVALUATION CRITERIA & PROCESS

Per Section 287.055, Florida Statutes in determining whether a firm is qualified, the County shall consider such factors as experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, and compliance with the submission requirements. The agency may request, accept, and consider responses for the compensation to be paid under the contract only during competitive negotiations. The scoring of the responses by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the responses received on the basis of the criteria and available points indicated below.

Criteria	Maximum Points
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent, current and projected workloads; volume of work previously awarded to each firm by agency	**40**

Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	**30**
Approach and Delivery of Services (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	**30**
Certified Minority Business Enterprise Evidence as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.	**2**
	102 POINTS

END OF ADDENDUM #2

ADDENDUM # 3

RFQ 25-005 PROFESSIONAL ENGINEERING CONSULTING SERVICES- HARDEE COUNTY UTILITIES AND FACILITIES MASTER PLAN

February 27, 2025

Please note that the deadline for submittal and opening date/time is March 10, 2025, @ 2pm, the changes are indicated by ~~strike-through~~ and underline text:

REQUEST FOR QUALIFICATIONS (RFQ) FOR "PROFESSIONAL ENGINEERING CONSULTING SERVICES – HARDEE COUNTY UTILITIES AND FACILITIES MASTER PLAN"

RFQ NO. 25-005

Deadline for Submittal and Opening Date/Time:

March ~~06~~ 10, 2025 @ 2:00 p.m.

Submit To: **Carmen C. Soles, Procurement Manager**
Procurement Department
205 Hanchey Road
Wauchula, FL 33873

* * *

SCHEDULE OF EVENTS

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 to provide notice to all Respondents.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ	02/06/25	
2	Closing Date for Respondent Questions	02/20/25	3:00 p.m.
3	County Answers to Questions by Respondents	~~02/24/25~~ 02/28/24	3:00 p.m.
4	Responses Due	~~03/06/25~~ 03/10/25	2:00 p.m.
5	Evaluation Committee Meeting – Public Works Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	03/12/25	10:00 a.m.
6	*If required:* Oral Presentations by Short Listed Respondents	*TBD *If required*	
7	County Manager Issues Recommendation to Board of County Commissioners	TBD	TBD
8	BOCC Meeting to Approve Recommendation and Award	TBD	TBD

RFQ responses shall be submitted electronically through DemandStar no later than 2:00 p.m. local time on March ~~06~~ 10, 2025. A public opening will take place at or after 2:00 p.m. in the County's Public Works Division conference room located at 205 Hanchey Road, Wauchula, Florida 33873 on the same date and will also be available online via a TEAMS meeting link. A submittal by facsimile or electronic mail (email) will not be accepted. Any response received after March ~~06~~ 10, 2025, at 2:00 p.m. local time on said date shall not be accepted under any circumstances. Any uncertainty regarding the time a RFQ response is received will be resolved against the Respondent.

* * *

SECTION 4. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

All responses must be received by March ~~06~~ 10, 2025, at 2:00 p.m. via DemandStar E-bidding upload. All responses must be received by the due date and time. Responses received after the due date and time will not be considered.

All Responses received will be publicly read during an in-person and virtual meeting, on the date and at the time specified in the Schedule of Events set forth herein.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Responses be organized in the manner specified. Failure to do so may deem a submitted Response as non-responsive. The following information and documents, as well as the manner and order specified below are required for the Responses. Failure to provide the information as requested may cause the Response to be deemed non-responsive.

In the event the County has requested hard copies of a proposal, **t**he specifications and all executed Proposal Forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet e-mail be accepted.

END OF ADDENDUM # 3

FINAL RANKING
Hardee County BOCC RFQ 25-006

Proposal #1: Jacobs
Proposal #2: Craig A Smith & Associates
Proposal #3: CPH Engineers
Proposal #4: Kimley-Horn & Associates, Inc.
Proposal #5: ADG Architecture, LLC

RFQ 25-005 Professional Engineering Consulting Services for the Hardee County Utilities & Facilities Master Plan

Evaluation Criteria	Possible Points	#1	#2	#3	#4	#5
Firm Qualifications (Qualifications of firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent and current and projected workloads; volume of work previously awarded to each firm by agency)	40	40	40	39.33	40	0
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	30	30	23	18	21	0
Approach and Delivery of Service (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	30	29.66	21	16.66	24.33	0
Certified MBE Evidence as a certified minority business enterprise	2	0	0	0	0	0
TOTAL: **OVER-ALL RANKING RESULTS**	102	99.66	84.00	73.99	85.33	0
		(1)	(3)		(2)	

AWARD:_____

Members Initials Douglas Baber, ACM

Date: 3/12/25

RESOLUTION NO. 2025-44

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE RANKING OF PROPOSALS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 25-005 PROFESSIONAL ENGINEERING SERVICES FOR UTILITIES AND FACILITIES MASTER PLAN AND AUTHORIZING THE COUNTY MANAGER TO ENTER INTO NEGOTATIONS WITH THE TOP-RANKED FIRM AND IF UNABLE TO NEGOTIATE A FAIR, COMPETITIVE AND REASONABLE AGREEMENT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 6th, 2025, Hardee County (the "County") issued Request for Qualifications No. 25-005 (the "RFQ") seeking proposals from qualified firms to provide professional engineering services for the Hardee County Utilities and Facilities Master Plan (the "Services"); and

WHEREAS, ten responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed three shortlisted firms and ranked these firms as follows:

Jacobs Engineering Group, Inc. ("Jacobs") as first ranked, Kimley-Horn & Associates as second ranked, Craig A. Smith & Associates as third ranked; and

WHEREAS, the Board of County Commissioners (the "Board") desires to approve the ranking and authorize the County Manager to negotiate a professional services agreement with the top-ranked firm, Jacobs and if, unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm; and

WHEREAS, upon successful negotiations with a qualified firm, the County Manager will present an agreement for the Board's consideration; and

WHEREAS, the Board finds that it would be in the best interests of the County to approve the ranking of the proposals and authorizes the County Manager to enter into negotiations with the top-ranked firm, and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm.

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

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

Section 2. **Approval.** That the Board hereby approves the following ranking of the firms:

1. Jacobs

2. Kimley-Horn & Associates

3. Craig A. Smith & Associates

Section 3. **Authorization.** That the Board hereby authorizes the County Manager to negotiate an agreement with the top-ranked consultant and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm until negotiations are successful..

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

APPROVED AND ADOPTED this 17th day of April, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

AGENDA ITEM NO. 8.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager -** Capital Amendments
SUGGESTED ACTION:	- Motion to approve the capital amendments as presented.

ATTACHMENTS:
aa memo amendments capital 04.17.2025 - Revised.pdf
Capital Amendments 04.17.2025.pdf

Hardee County FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: April 10, 2025

There are two capital amendments before you today.

The first amendment decreases state appropriations grant revenue and the respective expense line for the Agricultural Education Training Center by $179,442.94. We spent more in last fiscal year than we anticipated, so we need to reduce the budget in FY2025. This amendment is bringing forward the remaining grant funds that were not spent in the last fiscal year.

The second amendment increases Community Development Rezoning and Comp Plan Amendment revenues budgeted in FY2025. The amendment also increases associated expenses in professional services by $180,000 and machinery and equipment by $40,000.

Staff recommends approval of these amendments.

CAPITAL BUDGET AMENDMENTS
2024-2025

April 17, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-300-00	Appropriations Ag.Ed Training Center	$ 200,000.00	$ 200,000.00		$ 179,442.94	$ 20,557.06	Grant Award #27938 Ag. Training Center BA True up FY 24-25
135-537-062-00	Cap Proj. Ag Ed Training Center	$ 200,000.00	$ 200,000.00		$ 179,442.94	$ 20,557.06	
001-329-500-04	Com Dev Rezoning Revenues	$ 4,500.00	$ 4,500.00	$ 212,500.00		$ 217,000.00	Amendment to reflect increase in fee revenue and increase in associated professional svcs. And to cover purchase of vehicle.
001-329-500-09	Com Dev Comp Plan Amendment Rev	$ 6,000.00	$ 6,000.00	$ 7,500.00		$ 13,500.00	
001-515-031-0	Com Dev Professional Svcs Exp	$ 50,000.00	$ 49,000.00	$ 180,000.00		$ 229,000.00	
001-515-064-0	Com Dev Machinery/Equipment Exp	$ -	$ -	$ 40,000.00		$ 40,000.00	

AGENDA ITEM NO. 8.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 17, 2025

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Business Agenda

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

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

SUGGESTED ACTION:

- Motion to approve the operating amendments as presented.

ATTACHMENTS:

AA memo amendments operating 04.10.2025.pdf
Operating Amendments 04.17.2025.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: April 10, 2025

There is one operating amendment before you today.

The amendment increases the SHIP Grant Cash forward by $650,057.96 and increases corresponding operating lines. This amendment is bringing the grant balance available at the end of last fiscal year into FY2025.

Staff recommends approval of these amendments.

OPERATING BUDGET AMENDMENTS
2024-2025

April 17, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-399-000-0	SHIP-Cash Forward	$ -	$ -	$ 650,057.96		$ 650,057.96	Cash forward FYE 23-24 ($782,374.15 begin 24-25 budget includes 350K SHIP 24-25 allocation=$432,374.15) and SHIP Insurance Deductible FYE 23-24 $217,683.81
135-554-012-0	SHIP Regular Salaries	$ 13,441.00	$ 13,441.00	$ 13,682.49		$ 27,123.49	
135-554-021-0	SHIP FICA	$ 835.00	$ 835.00	$ 690.00		$ 1,525.00	
135-554-021-1	SHIP Medicare	$ 196.00	$ 196.00	$ 202.00		$ 398.00	
135-554-022-0	SHIP Retirement	$ 1,856.00	$ 1,856.00	$ 1,711.00		$ 3,567.00	
135-554-023-0	SHIP Insurance	$ 6,206.00	$ 6,206.00	$ 353.00		$ 6,559.00	
135-554-040-0	SHIP Travel	$ 1,500.00	$ 1,500.00	$ 2,028.00		$ 3,528.00	
135-554-051-0	SHIP Office Supplies	$ 1,200.00	$ 1,200.00	$ 500.00		$ 1,700.00	
135-554-052-0	SHIP Operating Supplies	$ 3,134.00	$ 3,134.00	$ 1,500.00		$ 4,634.00	
135-554-054-0	SHIP Books, Dues & Subscriptions	$ 2,250.00	$ 1,600.00	$ 500.00		$ 2,100.00	
135-554-055-0	SHIP Training	$ 2,250.00	$ 2,250.00	$ 2,500.00		$ 4,750.00	
135-554-034-0	SHIP Rehabilitation	$ 245,900.00	$ 245,900.00	$ 411,939.28		$ 657,839.28	
135-554-049-08	SHIP Ins Ded Unspent Funds Return	$ -	$ -	$ 214,452.19		$ 214,452.19	

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Bulter, Mining Coordinator -** Resolution 2025-16, Mosaic Fort Green Mine Southern Reserves 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-16, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Green Mine Southern Reserves; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-16.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
Fort Green Southern Reserves 2023-2024 Annual Report
Submitted August 15th, 2024
Revised January 30th, 2025

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the Fort Green Mine Southern Reserves, (FGSR).

FORT GREEN MINE SOUTHERN RESERVES

The current Development Order approved acreage totaling 7,891 acres, with 1,481 acres not having been disturbed and 6,410 acres being disturbed by mining activities. There are 1,041 acres that are active mining/disturbed which include 95 acres of infrastructure corridors and 946 acres of active clay settling area. Clay settling area FGH-3 continued to be used for mine water treatment. Infrastructure for operation of the South Pasture Extension/Ona Corridor, located within the FG-HC(16) reclamation program, continued to be utilized during this reporting period. Reclamation has been completed on 5,369 acres which is all that is available for reclamation at this time. There is no future mineral extraction proposed in this mine area.

Reclamation activities included mowing and herbicide treatment of nuisance and exotics throughout wetlands and uplands. Supplemental plantings were completed in wetlands and uplands areas. Supplemental planting be ongoing as needed along with additional herbicide treatment of nuisance and exotics. 397.5 acres of uplands in HC(11) were approved by the Hardee County Board of County Commissioners(BoCC).

Environmental Monitoring at FGSR was generally within historical levels and fluctuated with rainfall. Surface water stations recorded low dissolved oxygen levels which are to be expected with low flow streams. These levels were within onsite historical values.

Below is a table summarizing the overall acreage of the Fort Green Mine Southern Reserves.

Description		Acreage
	DRI Approved Area	7,891
	Not Disturbed	1,481
	Total Disturbed by Mining Operations	6,410
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site	0
	Infastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	95
	Future Mining	0
	Disturbed/MinedAreas within Future Clay Settling Area Footprints	0
	Active ClaySettling Areas	946
	Active Mining/Disturbed Sub Total	1,041
Inactive Mine Areas (**Available** for Reclamation)	Reclamation Complete	5,369
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0
	Available for Reclamation not in Active Reclamation	0
	Clay Settling Area Dewatering (consolidation)	0
	Inactive Mine Areas Sub Total	5,369
Percentage of Total Disturbed by MiningOperations has been Reclaimed		84%

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: “Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date.”

One method to satisfy this requirement is to provide “A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…” If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report does not calculate separate liability amounts for Fort Green Mine Southern Reserves.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the auditor’s report. Additionally, the 2023 SEC report is more than 60 days old, which requires

additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025.**

Staff recommends approval of the 2023-2024 Annual Report summarized above with the following conditions:

- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC, meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, FORT GREEN MINE SOUTHERN RESERVES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The Fort Green Mine Southern Reserves Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd, 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Report, the Board reviewed all pertinent matters relative to the 2023-2024 operational year, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Mosaic will submit three (3) copies of the Annual Report to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

B. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC 2023-2024 Annual Reports

The 2023-2024 Annual Reports are on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-17, Mosaic Fort Green and Payne Creek Mine Extension 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-17, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Green and Payne Creek Mine Extension; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-17.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
Fort Green and Payne Creek Mine Extension
2023-2024 Annual Report
Submitted August 15th, 2024
Revised January 9th, 2025

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the Fort Green and Payne Creek Mine Extension (FGPCE). No mineral extraction occurred at this mine during this reporting period of July 1, 2023 – June 30, 2024.

FORT GREEN AND PAYNE CREEK MINE EXTENSION

There has not been any mineral extraction in the Fort Green and Payne Creek Mine Extension since 1996. The current total site area is 4,096 acres, of which 3,747 acres were disturbed by mining activities. There are 308 acres currently classified as active mine operations and not available for reclamation at this time. These areas are primarily the footprint of clay settling areas. Initial reclamation has been completed on 100% of the 3,439 acres that are available for reclamation, which is defined as areas that are no longer being utilized for mining operations.

While awaiting the reclamation areas to mature, Mosaic continues to mow and apply herbicide to nuisance and exotic species and provide supplemental plantings as required to meet reclamation standards. The interior of clay settling area (CSA) FGH-1B has been reclaimed and the east walls have been pushed down and the discharge structure removed. CSA FGH-3 remains active requiring the walls of FGH-1A to remain intact, the interior of this CSA has been initially reclaimed and is receiving supplemental plantings and herbicide application for the cogon grass.

Environmental monitoring at Fort Green and Payne Creek Mine Extension was generally within historical levels. Surface water quality monitoring analyses during the reporting period met the FAC 62-302 standards for Class III freshwater and/or were within historical range.

Below is a table summarizing the overall acreage of the FGPCE.

	Description	Acreage
	DRI Approved Area	4,096
	Not Disturbed	349
	Total Disturbed by Mining Operations	3,747
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site	0
	Infastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	4
	Future Mining	0
	Disturbed/MinedAreas within Future Clay Settling Area Footprints	0
	Active ClaySettling Areas	304
	Active Mining/Disturbed Sub Total	308
Inactive Mine Areas (**Available** for	Reclamation Complete	3,439
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0
	Clay Settling Area Dewatering (consolidation)	0
	Inactive Mine Areas Sub Total	3,439
	Percentage of Total Disturbed by MiningOperations has been Reclaimed	92%
	Percentage of Available Mining/Disturbed Areas that have been Reclaimed	100%

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: “Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date.”

One method to satisfy this requirement is to provide “A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…” If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report does not calculate separate liability amounts for Fort Green and Payne Creek Mine Extension.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the

auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025**

Staff recommends approval of the 2023-2024 Annual Report summarized above with the following conditions:

- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC, meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, FORT GREEN AND PAYNE CREEK MINE EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The Fort Green and Payne Creek Mine Extension Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd, 2025 and recommended approval of Mosaic's pending Annual Reports subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners) held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Reports,e the Board reviewed all pertinent matters relative to the 2023-2024 operational year, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023) Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Mosaic will submit three (3) copies of the Annual Reports to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies

with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

B. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC Fort Green and Payne Creek Mine Extension 2023-2024 Annual Report

The 2023-2024 Annual Report is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-18, Mosaic Fort Meade Mine North Hardee Extension 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-18, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Fort Meade Mine North Hardee Extension; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-18.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
Fort Meade Mine North Hardee Extension
2023-2024 Annual Report
Submitted August 15th, 2024
Revised January 9th 2025

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the Fort Meade Mine North Hardee Extension (FMNH). No mineral extraction occurred at this mine during this reporting period of July 1, 2023 – June 30, 2024.

FORT MEADE MINE NORTH HARDEE EXTENSION

Mining at the Fort Meade Mine North Hardee Extension area ceased in 1997 with a total of 1,550 acres of the DRI approved 5,482 acres being disturbed. All 1,550 acres have been reclaimed.

This mine currently does not have a restart date. Reclamation activities and monitoring in areas that were mined will continue. Any future mining on this DRI mine site as well as additional parcels will require an application for Mining Major Special Exception (MMSE) and Master Mining and Reclamation Plan (MMRP).

Reclamation activities included herbicide application, mowing and supplemental planting. The unapproved reclamation areas will continue to receive herbicide application and supplemental plantings until success criteria is met which may include tree height and diameter.

Surface water quality monitoring analyses during the reporting period met the FAC 62-302 standards for Class III freshwater and/or were within historical range and fluctuated as expected with rainfall.

Below is a table summarizing the overall acreage of the Fort Meade Mine North Hardee Extension.

	Description	Acreage
	DRI Approved Area	5,482
	Not Disturbed	3,932
	Total Disturbed by Mining Operations	1,550
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site	0
	Infastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	0
	Future Mining	0
	Disturbed/MinedAreas within Future Clay Settling Area Footprints	0
	Active ClaySettling Areas	0
	Active Mining/Disturbed Sub Total	0
Inactive Mine Areas (**Available**	Reclamation Complete	1,550
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0
	Clay Settling Area Dewatering (consolidation)	0
	Inactive Mine Areas Sub Total	1,550
	Percentage of Available Mining/Disturbed Areas that have been Reclaimed	100%

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: "Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date."

One method to satisfy this requirement is to provide "A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…" If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report does not calculate separate liability amounts for the Fort Meade Mine North Hardee Extension Mine.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on**

supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025

Staff recommends approval of the 2023-2024 Annual Report summarized above with the following conditions:

- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, FORT MEADE MINE NORTH HARDEE EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The Fort Meade Mine North Hardee Extension Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd , 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Reports, the Board reviewed all pertinent matters relative to the 2023-2024 operational year, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Reports subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Mosaic will submit three (3) copies of the Annual Report to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies

with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

B. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC Fort Meade Mine North Hardee Extension2023-2024 Annual Report

The 2023-2024 Annual Report are on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-19, Mosaic North Pasture Mine 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-19, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's North Pasture Mine; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-19.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
North Pasture Mine
2023-2024 Annual Report
Submitted August 15th, 2024
Revised January 9th, 2025

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the North Pasture Mine (NPM). No mineral extraction occurred at this mine during this reporting period of July 1, 2023 – June 30, 2024.

MOSAIC – NORTH PASTURE

Mining at the Mosaic North Pasture Mine was completed in 2004 with one clay settling area (PC-12). The total site area is 2,278 acres with a total of 1,642 acres of overburden being mined, and 180 acres not disturbed, therefore 2,098 acres were disturbed for mining activities. There are currently 629 acres classified as active mine operations and not available for reclamation at this time. This is primarily the footprint of a clay settling area. Initial reclamation has been completed on the 1,469 acres that are available for reclamation, which is 100% of all areas that are no longer being utilized for mining operations.

Initial reclamation has been completed on all areas that are available to be reclaimed. Enhancement of these areas has been accomplished with application of herbicide to nuisance and exotic plant species primarily in the wetlands located in HB(4) and OB(5). Continuation of the herbicide program is proposed for the 2024-2025 reporting year. Dewatering of PC-12 continues and reclamation of it is planned to begin in the 2024-2025 reporting period.

The development order was scheduled to expire August 14, 2023, however, Mosaic provided notice of automatic tolling and extension of the termination date pursuant to Section 252.363 Florida Statutes due to Hurricane Ian and Hurricane Nicole. Therefore, the expiration date was extended to January 21, 2027.

Surface water quality monitoring analyses during the reporting period met the FAC 62-302 standards for Class III freshwater and/or were within historical range, with the exception of one elevated sulfate result at the Hickey Branch location in June of 2024. Additional information has been requested to assess this outlying elevated sulfate result to determine if the fluctuation is as expected with rainfall.

Below is a table summarizing the overall acreage of the Mosaic North Pasture Mine.

Description		Acreage
DRI Approved Area		2,278
Not Disturbed		180
Total Disturbed by Mining Operations		2,098
Active Mining/Disturbed (**Not Available** for	Plant Site	0
	Infrastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	34
	Future Mining	0
	Disturbed/Mined Areas within Future Clay Settling Area Footprints	0
	Active Clay Settling Areas	595
Active Mining/Disturbed Sub Total		629
Inactive Mine Areas (**Available**	Reclamation Complete	1,469
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0
	Clay Settling Area Dewatering (consolidation)	0
Inactive Mine Areas Sub Total		1,469
Percentage of Total Disturbed by Mining Operations has been Reclaimed		70%
Percentage of Available Mining/Disturbed Areas that have been Reclaimed		100%

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: "Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date."

One method to satisfy this requirement is to provide "A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…" If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report does not calculate separate liability amounts for the North Pasture Mine.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the

auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025.**

Staff recommends approval of the 2023-2024 Annual Report summarized above with the following conditions:

- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Provide two (2) copies of the updated Post Reclamation Land Use Map for the North Pasture Mine MMRP within 30 days of approval.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-19

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, NORTH PASTURE MINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The North Pasture Mine Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd , 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Report,the Board reviewed all pertinent matters relative to the 2023-2024 operational years, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Mosaic will submit three (3) copies of the Annual Report to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

B. Provide two (2) copies of updated Post Reclamation Land Use Map for the Mosaic North Pasture Mine MMRP within 30 days of approval of this Resolution.
C. In accordance with Section 252.363, F.S. the termination date for this mine has been extended to January 21st, 2027. A Mining Major Special Exception application shall be submitted to the Mining Department prior no later than January 21st, 2027, if reclamation activities are not completed by such date.
D. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC North Pasture 2023-2024 Annual Report

The 2023-2024 Annual Report are on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-20, Mosaic South Fort Meade Mine - Hardee County, Eastern Reserves and Eastern Extension 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-20, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's South Fort Meade Mine - Hardee County, South Fort Meade Mine - Hardee County-Eastern Reserves and South Fort Meade Mine Eastern Extension; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-20.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
South Fort Meade Mine - Hardee County
2023-2024 Annual Report
Submitted August 15th, 2024
Revised December 10th, 2024

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the South Fort Meade Mine - Hardee County (SFMM-HC) and South Fort Meade Mine – Hardee County – Eastern Reserves (SFMM-HC-ER), and South Fort Meade Mine – Eastern Extension (SFMM-EE) which includes the DRI Annual Report, Annual Operating Report including demonstration of Financial Responsibility, Annual Mining Unit Review, and the Annual Environmental Monitoring Report.

Annual Report 2023-2024

This report covers three areas the originally permitted area South Fort Meade Mine- Hardee County (SFMM-HC), including infill parcels that had been added, South Fort Meade Mine Hardee County Eastern Reserves (SFMM-HC-ER), and South Fort Meade Mine – Eastern Extension (SFMM-EE). The total approved acreage of the overall mine for this reporting year is 20,234 acres.

During this reporting year, Mining Activities occurred on an additional 291 acres, increasing the disturbed footprint to 12,475 acres. There are 7,056 acres no longer being used for mining operations, making them available for reclamation. Initial reclamation has been completed on 3,329 acres and 2,289 acres that are actively being reclaimed. The production rate for the reporting period (June 2023 – May 2024) totaled 2,199,484 tons, 44,275 tons from SFM-HC and 2,155,209 tons from SFM–HC–ER.

Reclamation rates for this mine are outlined in Condition 94 of the Development Order (Resolution 2023-47). All areas except for clay settling areas (CSA) must be backfilled and contoured within three years of completion of mineral extraction. Initial revegetation must be completed within two years of backfilling. Additionally, sand stockpiles are required under condition #98 of the development order to aid in timely reclamation. Reclamation rates at this mine have been on track, therefore no stockpiles of sand tailings have been required. The Mining Department staff continues to communicate with Mosaic to ensure that all areas will be reclaimed in a timely manner. Please refer to the table below for the status of all reclamation units that have been mined and/or disturbed for SFMM-HC and SFMM-ER. The years depicted on this table are calendar year.

LRU-Name	Mineral Extraction	Backfilling/Recontouring		Initial Revegetation		Notes
		Scheduled	Completed	Scheduled	Completed	
LC(1)	2019	2022	2022	2024		
LC(2)	2019	Future Clay Settling Area				SFM-11
LC(3)	2020	Future Clay Settling Area				SFM-10
LC(4)	2021	2024	2024	2026		
LC(5)	2021	2024		2026		Overcut with Eastern Reserves addition Mineral Extraction to be completed in 2025
LC(6)	2020	2023	2023	2025		
LD(1)W	2021	2024		2026		
LD(1)E	2025	2028		2030		Active Mining Area
PB(2)	2013	2016	2016	2018	2018	A portion of this LRU was redisturbed for an access/utility corridor for SFMM-EE
PR(1)	2011	2014	2013	2016	2013	
PR(2)	2019	Active Clay Settling Area				SFM-9
PR(3)	2014	2017	2017	2019	2019	
PR(4)	2021	2024		2026		
CC(1)	2024	2027		2029		
CC(2)	2023	2026		2028		
LC(7)	2023	2026		2028		
LC(8)	2022	2025		2027		
LD(3)	2021	2024		2026		
LD(4)	2022	2025		2027		

This table reflects reclamation completed by the end of the reporting period, which ended May 31, 2024.

Initial reclamation has been completed in parcels PR (1), and PR (3) including the removal of the perimeter ditch and berms around these areas. These areas will receive supplemental plantings and herbicide application for nuisance and exotic plant species until the area has matured. Reclamation unit PB (2) had been initially reclaimed apart from the perimeter ditch and berm and a draining sump which remain for stormwater control. A portion of PB (2) was re-disturbed for the placement of a utility/access corridor that is associated with SFMM-EE. This portion will be reclaimed at the end mining operations of SFMM-EE.

Placement of sand tailings has been completed in parcels LC (1) and initial revegetation has been completed on 67% of the parcel with all revegetation being finalized in calendar year 2024. Reclamation parcel LC(4) and PR(4) will have all tailings placed and recontoured by the end of 2024 with significant portions of these parcels being initially reclaimed (LC4 - 19% and PR4 46%). Sand tailings placement in reclamation parcels LC (6) and portion of LD (1) that lies west of Boyd Cowart Road began during this reporting period and are anticipated to be completed by the end of 2024.

Below is a table summarizing the overall acreage of the SFMM – HC and includes SFMM- HC – ER, and SFMM-EE.

Description		Acreage
Approved Area		20,234
Not Disturbed		7,759
Total Disturbed by Mining Operations		12,475
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site	0
	Infrastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	2,919
	Future Mining	1,123
	Disturbed/Mined Areas within Future Clay Settling Area Footprints	942
	Active Clay Settling Areas	435
Active Mining/Disturbed Sub Total		5,419
Inactive Mine Areas (**Available**	Reclamation Complete	3,329
	Active Reclamation (contouring, grassing, topsoiling, etc.)	2,289
	Waiting on Tailings/reclamation	1,439
	Clay Settling Area Dewatering (consolidation)	0
Inactive Mine Areas Sub Total		7,056
Percentage of Total Disturbed by Mining Operations has been Reclaimed		27%
Percentage of Available Mining/Disturbed Areas that have been Reclaimed		47%

Environmental monitoring at SFMM-HC, SFMM-HC-ER and SFMM-EE were generally within historical levels with a few anomalies mostly contributed to dry conditions throughout the reporting year. Air quality results were all within historical levels. Low rainfall levels were recorded during a large part of the reporting period and are reflected in the dry and low to no flow in many streams that are sampled. Surface water quality monitoring met Class III standards and were generally consistent with historical levels with some anomalies which were located at SW-7, SW-2, and SW-EE-12. All of these stations receive water from roadway runoff and adjacent agriculture activities.

The D-002 outfall has been in operation since 2017 and monitoring levels did not show exceedances of the permitted levels. The most recently constructed outfall D-004 was initially

activated just prior to Hurricane Ian in 2022, making two outfalls operational. The sand filter failed at the D-004 outfall shortly after activation. A bypass was put into place and levels were closely monitored with no exceedances being reported. Investigation of the failure of the sand filter was undertaken and repairs were finalized in August 2024.

There is a request to update the MMRP. There are proposed changes to the mine plan that reflect the current mine and reclamation sequence. There is an additional request to add a Map D-6-ER which identifies the locations of the access points. There was a memorandum to document the shift in the access point on Rhynn Road and it is consistent with the 2019 Traffic Analysis that was prepared for SFMM-HC-ER. The changes include the following maps and tables:

- Update Maps – C-2, E-2, F-2, H-1, H-1-ER, H-1-EE, H-5, H-8, H-8-ER, H-8-EE, and I-2
- Update Tables - 12-1, 35-6A, 35-6A- ER, and 35-6A-EE
- Add Map D-6-ER

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: "Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date."

One method to satisfy this requirement is to provide "A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…" If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report does not calculate separate liability amounts for the South Fort Meade Mines.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025.**

Staff recommends approval of the 2023-2024 Annual Report with the following conditions:

- Update the following maps and tables of the approved MMRP. (Three copies of the updated MMRP are to be submitted to the Mining Department within 30 days of BoCC approval).
  - Update Maps – C-2, E-2, F-2, H-1, H-1-ER, H-1-EE, H-5, H-8, H-8-ER, H-8-EE, and I-2
  - Update Tables - 12-1, 35-6A, 35-6A- ER, and 35-6A-EE
  - Add Map D-6-ER
- Mosaic will submit three (3) copies of the Annual Reports to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, SOUTH FORT MEADE MINE-HARDEE COUNTY, SOUTH FORT MEADE MINE - HARDEE COUNTY-EASTERN RESERVES AND SOUTH FORT MEADE MINE EASTERN EXTENSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The South Fort Meade Mine-Hardee County, South Fort Meade Mine - Hardee County-Eastern Reserves, and South Fort Meade Mine Eastern Extension Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Reports that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and+

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd , 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Report, the Board reviewed all pertinent matters relative to the 2023-2024 operational year, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C)codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Update Maps—C-2, E-2, F-2, H-1, H-1-ER, H-1-EE, H-5, H-8, H-8-ER, H-8-EE,

I-2; Tables—12-1, 35-6A, 35-6A-ER, 35-6A-EE and add map D-6-ER to the approved MMRP. Two copies of the updated MMRP shall be submitted to the Mining Department within thirty (30) days of approval of this Resolution.

B. Mosaic will submit three (3) copies of the Annual Report to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

C. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC 2023-2024 Annual Report

The 2023-2024 Annual Report is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-21, Mosaic Ona Mine 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-21, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's Ona Mine; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-21.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
Ona Mine
2023-2024 Annual Report
Submitted October 16th, 2024
Revised January 31st, 2025

The following is a summary of Hardee County staff's review of the 2023-2024 Annual Report for the Ona Mine which includes the Annual Operating Report including a demonstration of Financial Responsibility, Annual Mining Unit Review, and the Annual Environmental Monitoring Report.

Annual Report 2023-2024

This is the fifth Annual Report to be submitted for the Ona Mine which was approved under Development Order 2018-20. The total approved site area is 26,853 acres which includes portions of the previously permitted Fort Green Mine Southern Reserves Mine and the Fort Green and Payne Creek Mine Extension.

Through this reporting year a total of 8,643 acres have been disturbed, leaving 18,210 acres undisturbed. There are two active clay settling areas that total 1,696 acres; 3,603 acres are open mine cuts that are to be utilized for future clay settling areas, and 2,033 acres being utilized as a mine access corridor with a large portion of that being the pipeline corridor that runs to the Four Corners Plant Site. There are currently 600 acres that are not in mine use making them available for reclamation, and they have all been reclaimed. The production rate for the reporting period (September 1, 2023 – August 31, 2024) was 5.552 million tons.

Below is a table summarizing the overall acreage of the Ona Mine.

	Description	Acreage
	Approved Area	26,853
	Not Disturbed	18,210
Total Disturbed by Mining Operations		8,643
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site	0
	Infrastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	2,033
	Future Mining	711
	Disturbed/Mined Areas within Future Clay Settling Area Footprints	3,603
	Active Clay Settling Areas	1,696
Active Mining/Disturbed Sub Total		8,043
Inactive Mine Areas (**Available**	Reclamation Complete	600
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0
	Waiting on Tailings/reclamation	0
	Clay Settling Area Dewatering (consolidation)	0
Inactive Mine Areas Sub Total		600
Percentage of Total Disturbed by Mining Operations has been Reclaimed		7%
Percentage of Available Mining/Disturbed Areas that have been Reclaimed		100%

There are two active clay settling areas (CSA) located within the Ona mine boundary one totals approximately 513 acres and is known as FGH-4. This CSA was previously located within the Fort Green Mine Southern Reserves boundary. Construction of CSA O-1B was completed and began receiving clays during this reporting year. Clays were also deposited into CSA's outside of Hardee County that are associated with the Four Corners Beneficiation Plant in addition to placement in FGH-4 and O-1B. In addition, there are no other CSA's under construction within this mine boundary during the reporting period but construction of a third CSA is anticipated to begin during the next reporting year.

An October 30th, 2003 agreement between Manatee and Hardee Counties permitted Mosaic to deposit clays from Manatee County into Hardee County clay settling areas until clay settling areas could be constructed in Manatee County. Approximately 8.9 million tons of clay from Manatee County were deposited into Hardee County. Condition #54 of the Ona Development Order (2018-20) requires the reporting of this clay imbalance. There were not any clays deposited in Manatee County during this reporting year. Approximately 3.502 million tons have been deposited in Manatee County from Hardee County prior to the current reporting year.

Mosaic submitted applications in 2023 that include a new clay disposal plan that proposes a holistic regional approach to clay management across the Four Corners, Ona, and South Pasture mine boundaries. The proposed changes to the clay disposal plan will require further permitting. Currently all mining at the Ona Mine and the adjacent South Pasture Extension Mine is being processed at Four Corners Beneficiation Plant. Clays from these two areas are being deposited in Hardee and Hillsborough Counties. During the review process of these applications, it was determined that an update to the current hydrological modeling is needed to include the adjacent South Pasture Mine. Mosaic intends to combine the two mines into one permit as the mines are intertwined. This permit application is anticipated to be submitted in the second quarter of 2025. **Therefore, Staff recommends conditioning the approval of the Annual Report on this application being filed with the County by May 31, 2025.**

The reclamation that has been completed at this mine are areas that were reclaimed prior to the Ona Mine being permitted. They were areas within the Fort Green Mine Southern Reserves area. Sand tailings have been returned to Hardee County. The sand tailings that have been produced from the Ona Mine have mainly been utilized for reclamation at other mined areas associated with the Four Corners Mine. Sand tailings began returning to Hardee County in 2021 at the adjacent South Pasture Mine Extension. There have been some tailings returned to Ona Mine. These tailings are being utilized for a utility corridor that will be used for the sand filter for future clay settling areas O-2 and WC-3. An updated Estimated Tailing Schedule (Table 3-4-B) was provided as required under condition #57 of the approved development order. The table submitted in this report shows the actual sand produced through mining and space for tailings and no projected rates for future mining.

Environmental monitoring data at Ona Mine was collected as required under multiple conditions of the Development Order. There has been monitoring occurring at multiple stations throughout the Ona Mine for many years and portions of the monitoring done this reporting year will be utilized for a baseline for future monitoring.

Rainfall totals at two of the monitored gauges were slightly below the historical average for most of the reporting year. The rain gauge that is on the west side of Horse Creek (RG-50) had dramatic increase of rainfall associated with Hurricane Debby and was slightly higher than the historic levels for the reporting period.

The HIMPOS monitoring that was previously part of the Fort Green Mine Southern Reserves DRI was moved into the Ona Mine development order. The data submitted continues to show the trends that were shown in previous reports.

All surface water quality sampling continued to fluctuate with rainfall and other offsite runoff and was generally consistent with historical data. Ground water quality monitoring results also continued to fluctuate and were also generally consistent with historical data with a few exceptions.

Table 3-4-B is the sand balance table which is to be updated annually and has been submitted. The Annual Report contains an updated sand balance that reflects the amount of sand removed and voids left with no projections. The application that is to be submitted to the Mining Department during the second quarter of 2025 will contain more appropriate projections. The table submitted in this report will not be updated in the MMRP but is acceptable for reporting requirements.

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: "Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date."

One method to satisfy this requirement is to provide "A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…" If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report for the Ona Mine calculates liability amounts of ~$142 million.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025.**

Staff recommends approval of the Ona Mine 2023-2024 Annual Report with the following conditions:

- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit its application to combine the Ona and South Pasture Mines by June 30, 2025.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, ONA MINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The Ona Mine Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd, 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Report, the Board reviewed all pertinent matters relative to the 2023-2024 operational years, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Mosaic will submit three (3) copies of the Annual Report to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.

B. Mosaic will submit its application to combine the Ona and South Pasture Mines by June 30, 2025.
C. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC Ona Mine 2023-2024 Annual Report

The 2023-2024 Annual Reports are on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.

AGENDA ITEM NO. 9.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items: (Sections 9,10,11)**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-22, Mosaic South Pasture Mine 2023/2024 Annual Report
SUGGESTED ACTION:	- Motion to approve Resolution 2025-22, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the annual report for 2023-2024 for Mosaic Fertilizer, LLC's South Pasture Mine; and providing for an effective date.

ATTACHMENTS:
Resolution 2025-22.pdf

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Staff Summary
South Pasture
2023-2024 Annual Report
Submitted October 16th, 2024
Revised January 30th, 2025

The following is a summary of South Pasture Annual Report for activities in 2023-2024 as submitted by Mosaic. Included in this report are the activities that have occurred in the North Pasture, South Pasture and South Pasture Extension Mine areas beginning September 1, 2023, through August 31, 2024.

There was no mining during the 2023-2024 reporting year. Approximately 16,521 acres of the approximately 26,799 MMRP approved total acreage has been mined and or disturbed for mining operations.

There are currently 1,670 acres of active sand/clay mix areas, all of which are contained within South Pasture. There are three (3) active clay settling areas EC-1 (~538 acres), EC-2 (~575 acres), and WC-1 (~537 acres). No clays were deposited in any of the active clay settling areas during the reporting period. There are currently four (4) sand/clay mix areas still considered active but are near capacity and are not anticipated to receive any more sand/clay mix. These include E-4, E-5 and E-6. These are currently used for stormwater management as there is no beneficiation occurring onsite. There is one additional sand/clay mix area (W5) that is being used for stormwater and will continue to be active throughout life of mine.

Initial reclamation has been completed on 1,227 acres in North Pasture and 4,320 acres in South Pasture for a total of 5,547 acres. Additionally, 721 acres are considered to be in active reclamation with activities such as top soiling, contouring, and grassing, etc. occurring. Consolidation or dewatering of 247 acres of sand/clay mix areas is currently underway in the South Pasture Mine.

See the table below summarizing the acreages of the mining operation.

Description		Acreage		
		North Pasture	South Pasture*	Total
DRI Approved Area		1,548	25,251	26,799
Not Disturbed		62	10,216	10,283
Total Disturbed by Mining Operations		1,486	15,152	16,638
Active Mining/Disturbed (**Not Available** for Reclamation)	Plant Site/Initial Settling Area (ISA)	259	1,058	1,317
	Infrastructure Corridors (powerlines, pipelines, stormwater/recirculation ditches, etc.)	0	2,984	2,984
	Clearing for Future Mining	0	117	117
	Disturbed/Mined Areas within Future Clay Settling Area Footprints	0	2,385	2,385
	Active Sand/Clay Mix Areas	0	1,670	1,670
	Active Clay Settling Areas	0	1,650	1,650
Active Mining/Disturbed Sub Total		259	9,864	10,123
Inactive Mine Areas (**Available** for Reclamation)	Reclamation Complete	1,227	4,320	5,547
	Active Reclamation (contouring, grassing, topsoiling, etc.)	0	721	721
	Sand/Clay Dewatering (consolidation)	0	247	247
Inactive Mine Areas Sub Total		1,227	5,288	6,515
Total Disturbed by Mining Operations		1,486	15,152	16,638
Percentage of Total Disturbed by Mining Operations has been Reclaimed		83%	29%	33%
Percentage of Available Mining/Disturbed Areas that have been Reclaimed		100%	82%	85%

* Includes the South Pasture Extension, which was approved by the BoCC September 2012, and 3.94 acres added under Resolution 14-12.

Mosaic previously requested to mine approximately 225 acres of the Extension and process the ore at the Four Corners Mine Beneficiation Plant (FCMBP) in Manatee and Hillsborough Counties over 3 years. Mining to the FCMBP began in September 2017 utilizing a pipeline corridor that was constructed in the now approved Ona Fort Green Corridor (OFGC). At the time of the approval the South Pasture Mine Beneficiation Plant was still operational, this plant was temporarily idled in September 2018. The timeline for mining to the FCMBP was extended and all matrix mined currently is processed at FCMBP. All sand and clay removed during the mining and beneficiation process is to be returned to the South Pasture Mine.

During this reporting period approximately 51 acres were mined and processed at FCMBP. These 51 mined acres produced 0.6 million tons of phosphate rock, 2.55 million cubic yards of sand and 0.77 million tons of clay produced. There was approximately 2.6 million cubic yards of sand returned to the South Pasture Mine during this reporting period.

Mosaic estimates 4.3 million cubic yards of sand were produced during mining that occurred 2018-2020 in the reclamation unit known as BC-01 in the South Pasture Extension area and was processed at the Four Corners Beneficiation Plant. In 2021 Mosaic finalized the installation of a sand tailings pipeline to return sand back to South Pasture Mine. 1.5 million cubic yards of sand were returned to Hardee County from the FCMBP in the previous reporting period (2022-2023). Approximately 2.6 million cubic yards of sand were returned to South Pasture and/or South Pasture Extension during this reporting year bringing the total returned to South Pasture to approximately 4.1 million cubic yards.

WC-1 is the only settling area within the mine site that has been actively receiving clays since the plant site was idled. This clay settling area did not receive any clay this reporting year. There has been approximately.7.3 million tons of clay that has been removed from the South Pasture Mine in areas that were processed at the FCMBP, of which 0.77 million tons were produced this reporting period. There has been approximately 6.5 million tons deposited into WC-1 thus far. The clay settling areas within the overall South Pasture Mine can only receive the amount of clays that have been produced through mining at the South Pasture Mine.

Mosaic would like to use a more holistic approach to clay disposal to maximize the amount of clay placed in settling areas. Any changes to this plan would require further permitting in conjunction with the adjacent Ona Mine. Mosaic submitted applications on October 3, 2023. Through the review process it was identified through hydrological modeling that combining the adjacent Ona Mine along with the South Pasture Mine would be best at this time since matrix from the Ona Mine is to be processed through the South Pasture Beneficiation Plant. Mosaic anticipates submitting a consolidation permit application for the Ona and South Pasture Mine in the second quarter of 2025. **Staff recommends conditioning the approval of the Annual Report on this application being filed with the County by May 31, 2025.**

The Aquifer Recharge and Recovery Program (ARRP) system totals 1,012 acres and was approved July 16, 2009 under resolution 2009-28. The intent of the ARRP was to show that water could be treated naturally through a series of wetland and reservoir systems to improve the water quality and then be injected back into the Floridan Aquifer to offset pumpage from the Floridan Aquifer. Testing of the ARRP was done through water quality sampling that was

compared to drinking water standards. Sampling began in January 2012 and continued for 25 months with summary results being shown on Table 1 located in Tab 11. All levels were meeting drinking water quality standards. While the water quality showed improvement as it moved through the system and met standards it still required additional treatment for fecal coliform prior to being injected in the Floridan Aquifer. The elevated fecal coliform levels have been attributed to the large amount of wildlife utilizing the area. The deep injection well has not yet been constructed among other injection process components. Condition P of resolution 2009-28 states "*In the event it is determined that the ARRP operation is permanently discontinued, the ARRP reservoir and treatment wetland dams shall be abandoned in accordance with local, state, and federal regulatory approvals and the lands within the reservoir and the treatment wetland shall be reconnected to the Lettis Creek basin. Such actions shall comply with the reclamation timelines required by Hardee County regulations."*.

All the areas in North Pasture have been reclaimed and approved by Hardee County BoCC with the exception of Initial Settling Area (ISA) N-1. Initial reclamation activities commenced with the removal of the dredge and pipes that were utilized for pumping storm water into the ISA and dewatering activities are continuing. Initial pushing of the dam walls was completed during the 2020-2021 reporting period. The interior of the dam is being utilized for stormwater storage until the structures can be removed. Removal of the structures requires a redesign of the stormwater management system for the adjacent office complex and former plant site. Mosaic initiated the requisite permitting process during the 2023-2024 reporting period.

Reclamation activities in the South Pasture consisted of herbicide application for nuisance and exotic species, mowing, controlled burning, and supplemental planting. Sand tailings were placed in BC-03 and the water discharge structure that was placed in this unit to manage water discharged from WC-1 was removed. Initial reclamation activities continued in reclamation unit BC-01, which is actively being reclaimed with sand tailing placement, contouring and mucking of the wetlands and topsoiling and placing overburden in the upland areas.

The reclamation waiver application for reclamation parcels PB-3, CB-2, and BC-03 was approved under Resolution 2020-16 and provided an alternate reclamation schedule for these parcels. Mosaic has been submitting the 90-day status reports to the Mining Department as required per condition #5 of the resolution. Reclamation activities including modeling and placement of sand tailings have been completed as outlined in the resolution. Pumping sand tailings from the Initial Settling Area (ISA) into reclamation parcel PB-3 has continued. Sand from FCMBP was placed in BC-03 and the parcel recontoured. This parcel is on schedule to be completed by December 2024. The placement of the tailings in BC-03 has primarily been done where a pipeline will be placed for the clay line that is anticipated to be pumped back from the Four Corners plant site.

Mosaic submitted applications to Florida Department of Environmental Protection and to the Hardee County Mining Department to update the reclamation plans in the PB-3 and CB-2 parcels, this was part of the application that was submitted October 3, 2023. When it was identified through hydrology modeling that a consolidation of the South Pasture and Ona Mines would be beneficial, a request was made by Mosaic to extend the timeline for the permitting portion only of the reclamation schedule outlined under Resolution 2020-16. This request was

approved as part of Resolution 2024-83 and the consolidation permit application is anticipated to be submitted during the second quarter of 2025. Please refer to the table below for the status of all reclamation units that have been mined and/or disturbed for South Pasture Mine. The years depicted on this table are calendar years. It should also be noted that the South Pasture Mine areas that were mined prior to 2015 in which the current reclamation rates set forth through an updated mining ordinance.

South Pasture and South Pasture Extension
Disturbed and/or Mined Reclamation Parcel Status

LRU-Name	Mineral Extraction Completed	Backfilling/Recontouring		Initial Revegetation		Notes
		Scheduled	Completed	Scheduled	Completed	
EC1	2011	Clay Settling Area				Active Clay Settline Area
EC2	2012	Clay Settling Area				Active Clay Settline Area
EC3	Mineral Extraction initiated but not complete					Proposed Clay Settling Area
WC1	2014	Clay Settling Area				Active Clay Settline Area
WC2	2016	Clay Settling Area				Proposed Clay Settling Area
WC3	Mineral Extraction Completed in 2018					Proposed Clay Settling Area
E1	1999	Sand/Clay Mix Area			2015	
E2	2000	Sand/Clay Mix Area			2014	
E3	2001	Sand/Clay Mix Area			2013	Reclaimed but discharge structures still intact
E4	2003	Sand/Clay Mix Area				Dewatering
E5	2006	Sand/Clay Mix Area				Dewatering
E6	2008	Sand/Clay Mix Area				Dewatering
W1P1	1998	Sand/Clay Mix Area			2010	Aquifer Recharge & Recovery Program
W1P2	1998	Sand/Clay Mix Area			2010	Aquifer Recharge & Recovery Program
W2	2000	Sand/Clay Mix Area			2010	
W3	2003	Sand/Clay Mix Area				Under Reclamation
W4	2005	Sand/Clay Mix Area				Dewatering
W5	2007	Sand/Clay Mix Area				Stormwater storage
BC-1	2003	*	2004	*	2005	Reclamation Approved
BC-10	2018	2021	2021	2024	2021	
BC-2	2004	*	2007	*	2008	
BC-2(A)	2004	*	2007	*	2008	
BC-3	2008	*	2010	*	2011	
BC-3A	2013	*		*		Water recirculation ditch

* Mined prior to the current Mining Ordinance and therefore reclamation rates are based on mining operations

This table reflects reclamation completed by the end of the reporting period, which ended August 31, 2024.

South Pasture and South Pasture Extension
Disturbed and/or Mined Reclamation Parcel Status

LRU-Name	Mineral Extraction Completed	Backfilling/Recontouring		Initial Revegetation		Notes
		Scheduled	Completed	Scheduled	Completed	
BC-4	2009	*	2011	*	2012	
BC-5	2016	2019	2019	2022	2020	
BC-6	1997	*	2017	*	2018	
BC-7	2016	2019	2020	2022	2022	
BC-8	2016	2019	2020	2022	2022	
BC-9	Mineral Extraction initiated but not complete					Mineral Extraction not completed
CB-1	2016	2019	2024	2021	2024	Part of Settlement Agreement
CB-2	Mineral Extraction initiated but not complete					Mineral Extraction not completed
DB-2	1996	*	1998	*	1999	
DB-3	1996	*	1998	*	1999	
DB-3A	1996	*	1998	*	1999	Future Pipeline Corridor
DB-4	1996	*	2003	*	2004	
DB-5	1997	*	2003	*	2004	
DB-5A	1996	*	2003	*		Infrastructure Corridor
DB-6	1997	*	1998	*	1998	
DB-7	Mineral Extraction initiated but not complete					Mineral Extraction not completed
GS-1	2009	*	2011	*	2012	
GS-1A	2008	*		*		Infrastructure Corridor
HC-1	2006	*	2009	*	2010	
HC-2A	2015	*	2018	*	2020	
HC-2	2011	*	2013	*	2013	
PB-1	Mineral Extraction initiated but not complete					Mineral Extraction not completed
PB-2	Mineral Extraction initiated but not complete					Mineral Extraction not completed
PB-3	2016		2024		2024	Alternative Reclamation Schedule

* Mined prior to the current Mining Ordinance and therefore reclamation rates are based on mining operations

This table reflects reclamation completed by the end of the reporting period, which ended August 31, 2024.

South Pasture and South Pasture Extension
Disturbed and/or Mined Reclamation Parcel Status

LRU-Name	Mineral Extraction Completed	Backfilling/Recontouring		Initial Revegetation		Notes
		Scheduled	Completed	Scheduled	Completed	
PB-4	Mineral Extraction initiated but not complete					Mineral Extraction not completed
ST-1	2003	*	2004	*	2005	
BC-01	2020	2023	2023	2026	2023	
BC-02	Active Mining					
BC-03	2018	2021	2024	2024	2024	Alternative Reclamation Schedule
BC-04	Mineral Extraction initiated but not complete					
TC-03						
BC-05	Disturbed but not mined					Infrastructure Corridor
TC-04						Infrastructure Corridor
TC-05						Infrastructure Corridor
TC-06						Infrastructure Corridor
[C]-SPX2	Mineral Extraction initiated but not complete					Proposed Clay Settling Area
[C]-SPX3						Proposed Clay Settling Area
[C]-SPX4						Proposed Clay Settling Area

* Mined prior to the current Mining Ordinance and therefore reclamation rates are based on mining operations

This table reflects reclamation completed by the end of the reporting period, which ended August 31, 2024.

Environmental monitoring program data for air quality, surface water quality, ground water quality, radiation monitoring, continuous stream flow measurements, ground water level, and rainfall were reviewed, and all met conditions of the approved monitoring plans. Previous reports contained numerous equipment failures and data gaps throughout the environmental data submitted. The Mining Department and Mosaic staff worked closely together to address the data gaps and provide quality data that is relevant to the mine site and are contained within this submittal. The environmental monitoring data submitted in this report fluctuated with rainfall as expected and was within historic levels.

Pursuant to Section 13.03.05(C)(3) of the Hardee County Mining Ordinance: "Each year at the time of Annual Review, the Applicant/Operator shall furnish to the Board evidence of financial responsibility updated to the anniversary date."

One method to satisfy this requirement is to provide "A financial statement which has been audited and certified without qualification by a certified public accountant giving, indication of ability to respond to liability in the amounts determined according to the above schedule…" If the financial statements are more than 60 days old, additional certifications are required.

The Annual Report for the South Pasture Mine calculates liability amounts of ~$195 million.

In the Annual Report, Mosaic proposes to meet this requirement by providing a copy of a 10-K annual report to the Securities and Exchange Commission filed by its parent company. While the SEC report includes financial audit information performed by a certified public accountant, the report is an aggregate financial statement of all thirty subsidiary companies owned by the Mosaic parent company. Mosaic Fertilizer LLC is one subsidiary which owns the mining facilities in Hardee County. The financial assurances to Hardee County are not separately addressed in the auditor's report. Additionally, the 2023 SEC report is more than 60 days old, which requires additional certifications under section 13.03.05(C)(3) of the Hardee County Mining Ordinance. **Therefore, Staff recommends conditioning the acceptance of this Annual Report on supplemental financial assurance specific to Mosaic Fertilizer LLC being submitted to the Mining Department by May 31, 2025.**

Staff recommends approval of the 2023-2024 Annual Report with the following conditions:

- Sand balance for sand removed from South Pasture Mine areas that are processed at Four Corners Beneficiation Plant and sand returned to South Pasture Mine must be submitted to the Hardee County Mining Department on a monthly basis.
- Mosaic will submit three (3) copies of the Annual Report to the Mining Department for review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
- Mosaic will submit its application to combine the Ona and South Pasture Mines by June 30, 2025.
- Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC, meeting the requirements of the HCMO by May 31, 2025.

RESOLUTION NO. 2025-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING THE ANNUAL REPORT FOR 2023-2024 FOR MOSAIC FERTILIZER, LLC.'S, SOUTH PASTURE MINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of The South Pasture Mine Annual Unit Review and its 2023-2024 Annual Report ("Annual Report"), which are attached to this Resolution as Exhibit "A"; and

WHEREAS, there are no proposed changes or activities described within the Annual Report that constitute a substantial deviation from the approved Master Mining and Reclamation Plan ("MMRP"); and

WHEREAS, the Planning and Zoning Board held a public hearing on April 3rd , 2025 and recommended approval of Mosaic's pending Annual Report subject to the conditions recommended by staff as set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners held a duly noticed public hearing on April 17th, 2025 ("Public Hearing"), where Mosaic presented the Annual Report, the Board reviewed all pertinent matters relative to the 2023-2024 operational years, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Board recommended approval of Mosaic's pending Annual Reports subject to the conditions set forth in this Resolution; and

WHEREAS, the Hardee County Board of County Commissioners voted to approve Mosaic's pending Annual Report subject to the conditions set forth in this Resolution.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval and Conditions. Pursuant to ULDC section 13.03.05(C) codified (2023), Mosaic's Annual Report for 2023-2024 are approved subject to the following conditions:

A. Sand balance for sand removed from South Pasture Mine areas that are processed at Four Corners Beneficiation Plant and sand returned to South

Pasture Mine must be submitted the Hardee County Mining Department on a monthly basis.

B. Mosaic will submit three (3) copies of the Annual Reports to the Hardee County Mining Department for staff review on the anniversary/report due date. Then subsequent to the staff review, twenty-five (25) copies with any potential revisions will be submitted for distribution at least three (3) weeks prior to the Public Hearing.
C. Mosaic will submit its application to combine the Ona and South Pasture Mines by June 30, 2025.
D. Mosaic will submit supplemental financial assurances specific to Mosaic Fertilizer LLC and meeting the requirements of the ULDC by May 31, 2025.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

Mosaic Fertilizer, LLC South Pasture Mine 2023-2024 Annual Report

(The 2023-2024 Annual Report is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-25, Mosaic Fort Green Mine Southern Reserves Reclamation Approval
SUGGESTED ACTION:	- Motion to approve Resolution 2025-25, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-FG-GSB(6), IMC-FG-GSB(8), IMC-FG-HC(3), IMC-FG-HC(7), IMC-FG-HC(10), IMC-FG-HC(12), IMC-FG-HC(16) located within the Fort Green Mine Southern Reserves and IMC-FG-GSB(7) located within the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the attached Exhibit B; providing for authorization and providing for an effective date.

ATTACHMENTS:
Resolution 2025-25.pdf

Hardee County
FLORIDA

Mining Department

To: Terry Atchley, County Manager

From: Deb Butler, Mining Coordinator

Subject: Reclamation Approval Request from Mosaic Fertilizer LLC

Date: April 7, 2025

Mosaic Fertilizer, LLC submitted an application requesting approval of reclamation on 2,195.4 acres pursuant to Section 13.03.06(C)(14) of the Hardee County Unified Land Development Code (ULDC) as codified in October 2023 on January 29, 2025. This application encompasses reclamation units contained within the following mines: Fort Green Southern Reserves, Fort Green and Payne Creek Mine Extension, North Pasture, Fort Meade Mine North Hardee Extension, and South Pasture Mine. The application was supplemented on March 4, 2025, and deemed complete on March 14, 2025.

The mining and reclamation of the areas contained within the application were completed prior to 2015 Therefore, the mining and reclamation was completed in accordance with the regulations set forth in the 1999-02 Mining Ordinance and the MMRP, as amended. On Monday, April 7. 2025, the project superintendent /manager has certified that the reclamation has been performed in accordance with the 1999-02 Mining Ordinance Regulations. The reclamation parcels are in compliance with these regulations and the Mining Department is recommending approval of these areas.

Please find attached the application received from Mosaic Fertilizer, LLC, resolutions for each of the mines outlining the reclamation that is to be approved and a USB drive that contains pictures of each of the reclamation areas, and release letters from the Florida Department of Environmental Protection.

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

DEB BUTLER
MINING COORDINATOR

CARRIE EDENFIELD
PERMITTING SPECIALIST II

MAILING ADDRESS
220 S 9th Ave
Wauchula, FL 33873

PHONE
863-773-0136

WEBSITE
hardeecountyfl.gov

/25843/1#63362629 v1

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

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

March 18, 2025

Mrs. Debra Butler
Mining Coordinator
Hardee County Mining Department
220 South 9th Ave.
Wauchula, FL 33873

Re: Mosaic Fertilizer, LLC – Fort Green Mine Southern Reserves, North Pasture Mine, South Pasture Mine, Fort Meade North Hardee Extension, and Fort Green and Payne Creek Mine Extension - Application for Reclamation Approval of Reclamation Parcels IMC-PC-OB(5), IMC-PC-HB(4), IMC-PC-HB(2), LP(8), PC(1), IMC-FG-GSB(6), IMC-FG-GSB(7), IMC-FG-GSB(8), IMC-FG-HC(3), IMC-FG-HC(7), IMC-FG-HC(10), IMC-FG-HC(12), IMC-FG-HC(16), SP-DB(3), and SP-DB(5).

Dear Mrs. Butler:

Mosaic Fertilizer, LLC (Mosaic) is submitting this application for the approval of 2195.4 acres of reclaimed lands located within the Fort Green Mine Southern Reserves, Fort Green and Payne Creek Mine Extension, North Pasture Mine, South Pasture Mine, and the Fort Meade Mine North Hardee Extension pursuant to the requirements of Section 13.03.06(C)(14) of the Hardee County Unified Land Development Code (ULDC). This land meets the applicable reclamation standards. Descriptions of the areas in which reclamation approval is requested, including parcel identifiers, land uses, and acreages are provided in the tables below.

Fort Green Southern Reserves

Reclamation Parcel	IMC-FG-GSB(6)
310 – Herbaceous Rangeland	107.0
320 – Shrub and Brushland	13.3
330 – Mixed Rangeland	18.1
410 – Coniferous Forest	1.7
420 – Hardwood Forest	105.3
430 – Mixed Forest	45.7
Total	291.1

Reclamation Parcel	IMC-FG-GSB(7)
310 – Herbaceous Rangeland	50.3
330 – Mixed Rangeland	71.6
410 – Coniferous Forest	147.8
420 – Hardwood Forest	5.4
430 – Mixed Forest	29.9
Total	305.0

Reclamation Parcel	IMC-FG-GSB(8)
330 – Mixed Rangeland	1.0
610 – Wetland - Hardwood Forest	14.1
640 – Wetland Vegetated Non-Forest	60.0
Total	75.1

Reclamation Parcel	IMC-FG-HC(3)
610 – Wetland - Hardwood Forest	10.8
640 – Wetland Vegetated Non - Forest	9.7
Total	20.5

Reclamation Parcel	IMC-FG-HC(7)
310 – Herbaceous Rangeland	141.0
420 – Hardwood Forest	108.2
640 – Wetland Vegetated Non-Forest	0.4
810 – Transportation	0.8
Total	250.4

Reclamation Parcel	IMC-FG-HC(10)
430 – Mixed Forest	.5
440 – Planted Forest	12.1
520 – Lakes	3.2
610 – Wetland – Hardwood Forest	178.9
Total	194.7

Reclamation Parcel	IMC-FG-HC(12)
310 – Herbaceous Rangeland	74.1
410 – Coniferous Forest	9.8
420 – Hardwood Forest	15.7
430 – Mixed Forest	24.6
640 – Wetland Vegetated Non-forest	0.8
Total	125.0

Reclamation Parcel	IMC-FG-HC(16)
320 – Shrub and Brushland	59.7
420 – Hardwood Forest	56.4
430 – Mixed Forest	2.3
640 – Wetland Vegetated Non-Forest	11.6
Total	130.0

North Pasture

Reclamation Parcel	IMC-PC-HB(2)
210 – Crop & Pastureland	0.2
410 – Upland Coniferous Forest	26.6
520 – Lakes	23.0
610 – Wetland Hardwood Forest	62.3
620 – Wetland Coniferous Forest	0.2
640 – Wetland Vegetated Non-Forest	12.8
830 – Utilities	0.1
Total	125.2

Reclamation Parcel	IMC-PC-HB(4)
210 – Crop & Pastureland	63.6
410 – Upland Coniferous Forest	130.9
440 – Planted Forest	4.7
520 – Lakes	86.4
610 – Wetland Hardwood Forest	28.9
630 – Wetland Mixed Forest	83.0
640 – Wetland Vegetated Non-Forest	29.0
Total	426.5

Reclamation Parcel	IMC-PC-OB(5)
520 – Lakes	80.9
610 – Wetland Hardwood Forest	41.9
620 – Wetland Coniferous Forest	1.3
640 – Wetland Vegetated Non-Forest	46.2
Total	170.3

Fort Meade North Hardee Extension

Reclamation Parcel	FM-PC(1)
210 – Cropland and Pastureland	7.5
430 – Mixed Forest	3.9
Total	11.4

Reclamation Parcel	FM-LP(8)
640 – Wetland--Vegetation	1.3
Total	1.3

South Pasture

Reclamation Parcel	SP-DB-5
210 – Cropland and Pastureland	1.1
410 – Coniferous Forest	39.3
640 – Wetland Vegetated Non-Forest	2.6
Total	43.0

Reclamation Parcel	SP-DB-3
410 – Coniferous Forest	18.7
Total	18.7

Fort Green and Payne Creek Mine Extension

Reclamation Parcel	IMC-FG-GSB-7
310 – Herbaceous Rangeland	7.0
420 – Hardwood Forest	0.2
Total	7.2

Map 1 – General Location Map/Aerial Map – Identifies major roadways, mine boundaries, reclamation parcels, reclamation areas subject to the approval request over an aerial map.

Map 2 – Land us Map – Identifies reclamation areas subject to the approval request as well as the land use of each of these areas.

The 2195.4 acres described above were approved and constructed in accordance with State Reclamation and Restoration Standards of Chapter 62C-16, F.A.C. These acres have been released by the Florida Department of Environmental Protection (FDEP) and deemed to comply with the requirements of Chapters 211, Part II and 378, Part II of the Florida Statutes, Chapter 62C-16, F.A.C and the respective FDEP-approved Conceptual Reclamation Plan. The parcel release letters from FDEP are Attached.

The 2195.4 acres described above were also approved and constructed in accordance with Hardee County reclamation standards contained in Mining Ordinance 99-02, as agreed to by Mosaic and Hardee County.

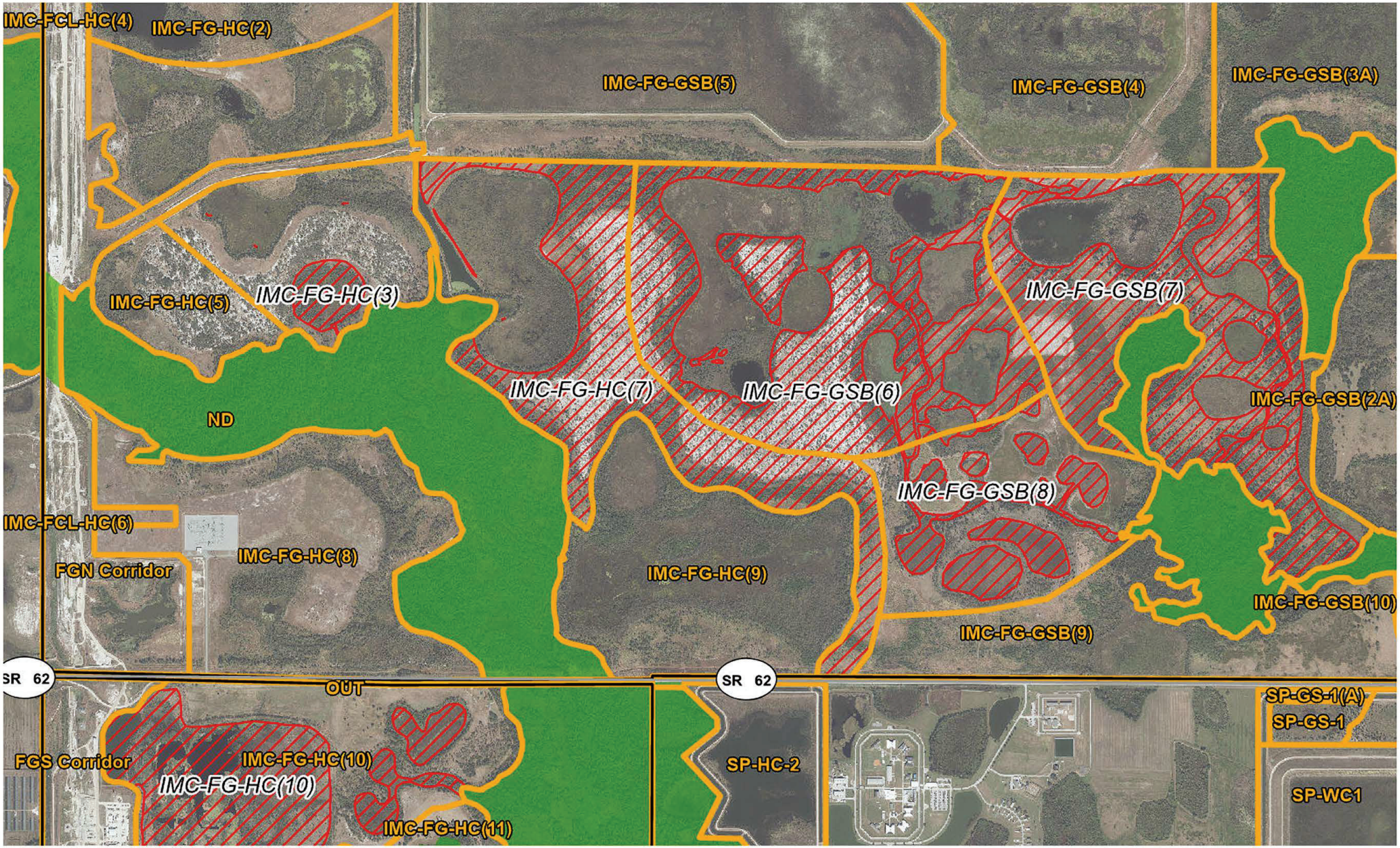
If you have any questions concerning the information provided, please call me at (863)-698-2035 or contact me via email at keith.hancock@mosaicco.com.

Sincerely,

James Hancock

Keith Hancock
Reclamation Supervisor

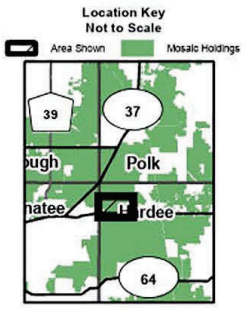
CC: Russ Schweiss – Mosaic
Laura Morris – Mosaic
Shelly Thornton – Mosaic
Gary Blitch – Mosaic
Vinette Godelia – Stearns Weaver
Terry Atchley – Hardee County
Sarah Johnston – Hardee County



Legend

- Fort Green Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- State Roads

Location Key
Not to Scale



N

Scale in Feet
0 2,000

Mosaic

FORT GREEN MINE SOUTHERN RESERVES

MAP 1A RECLAMATION APPROVAL REQUEST (North of SR 62)

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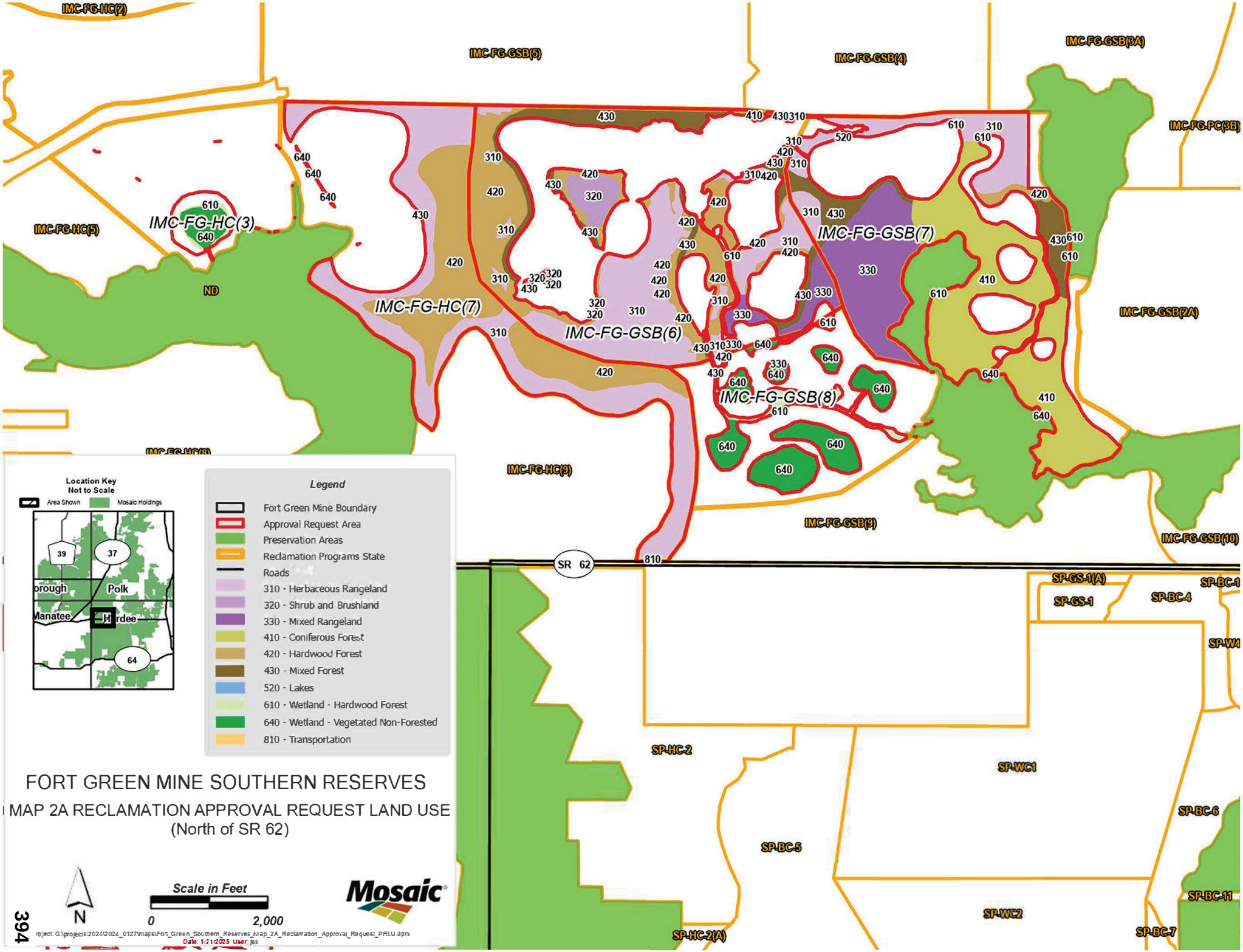
Date: 1/21/2025 User: jss


IMC-FG-HC(2)
IMC-FG-GSB(5)
IMC-FG-GSB(4)
IMC-FG-GSB(3A)
IMC-FG-PC(3B)
IMC-FG-HC(5)
IMC-FG-HC(3)
ND
IMC-FG-HC(7)
IMC-FG-GSB(6)
IMC-FG-GSB(7)
IMC-FG-GSB(8)
IMC-FG-GSB(2A)
IMC-FG-HC(8)
IMC-FG-HC(9)
IMC-FG-GSB(9)
IMC-FG-GSB(10)
SR 62
SP-GS-1(A)
SP-GS-1
SP-BC-1
SP-BC-4
SP-W4
SP-HC-2
SP-WC1
SP-BC-6
SP-BC-5
SP-BC-11
SP-WC2
SP-BC-7
SP-HC-2(A)
Location Key
Not to Scale
Area Shown
Mosaic Holdings
39
37
Polk
Manatee
64
Legend
Fort Green Mine Boundary
Approval Request Area
Preservation Areas
Reclamation Programs State
Roads
310 - Herbaceous Rangeland
320 - Shrub and Brushland
330 - Mixed Rangeland
410 - Coniferous Forest
420 - Hardwood Forest
430 - Mixed Forest
520 - Lakes
610 - Wetland - Hardwood Forest
640 - Wetland - Vegetated Non-Forested
810 - Transportation
FORT GREEN MINE SOUTHERN RESERVES
MAP 2A RECLAMATION APPROVAL REQUEST LAND USE
(North of SR 62)
N
Scale in Feet
0
2,000
Mosaic
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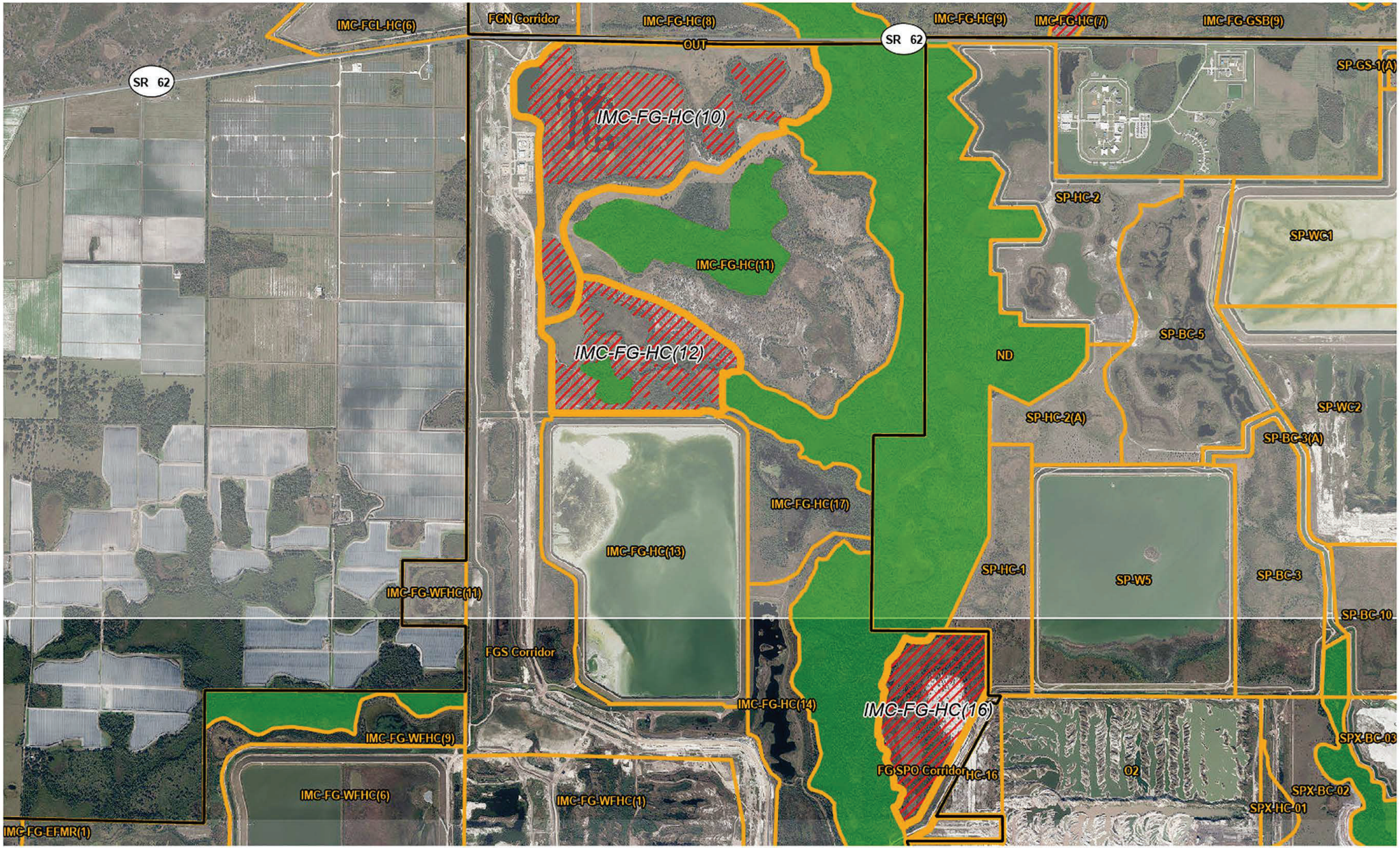
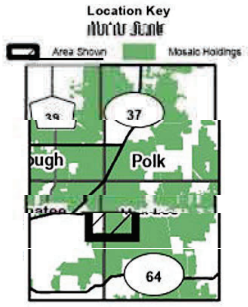


Legend

- Fort Green Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- State Roads

Location Key



N

Scale in Feet

0 3,000

Mosaic

FORT GREEN MINE SOUTHERN RESERVES

MAP 1B RECLAMATION APPROVAL REQUEST (South of SR 62)

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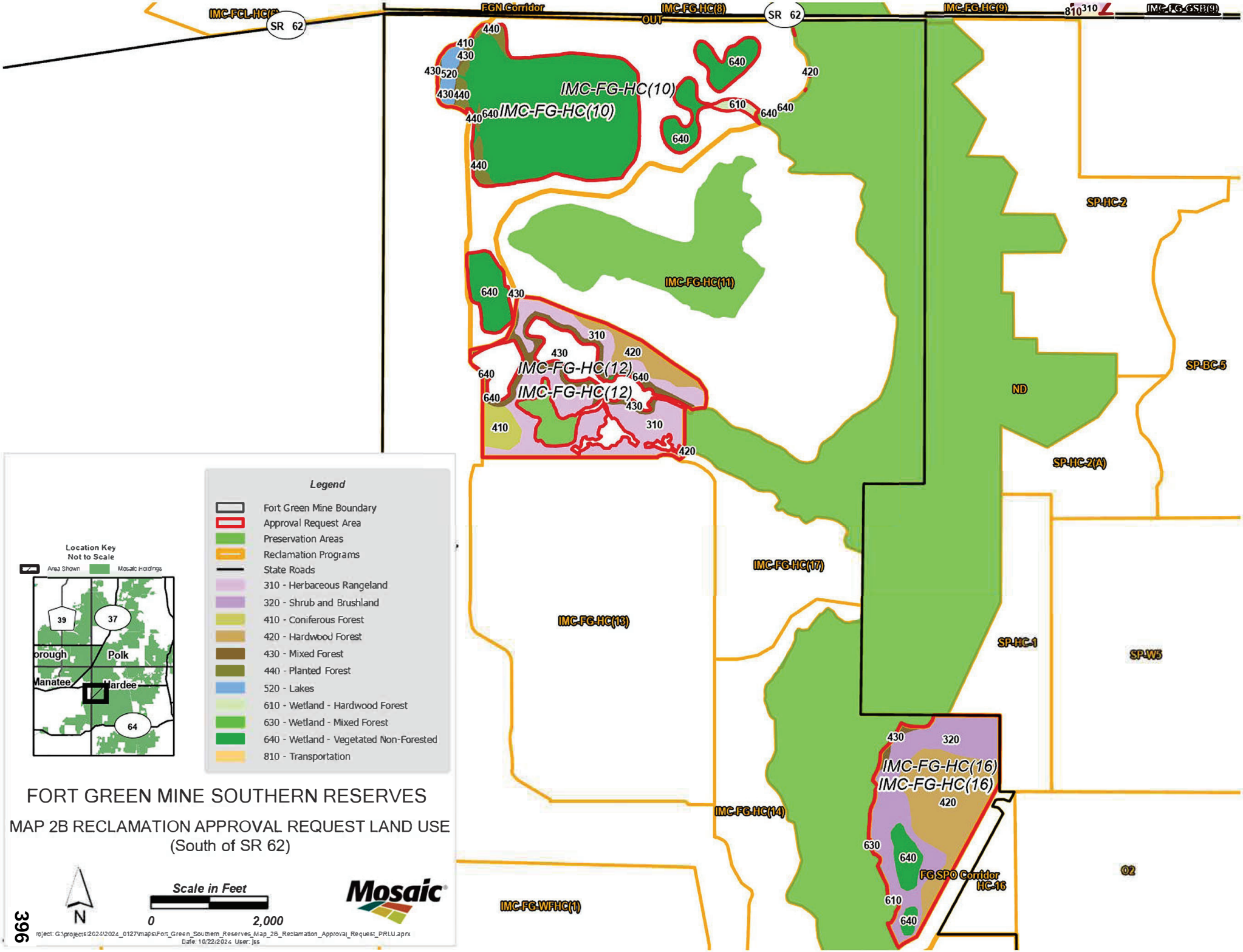
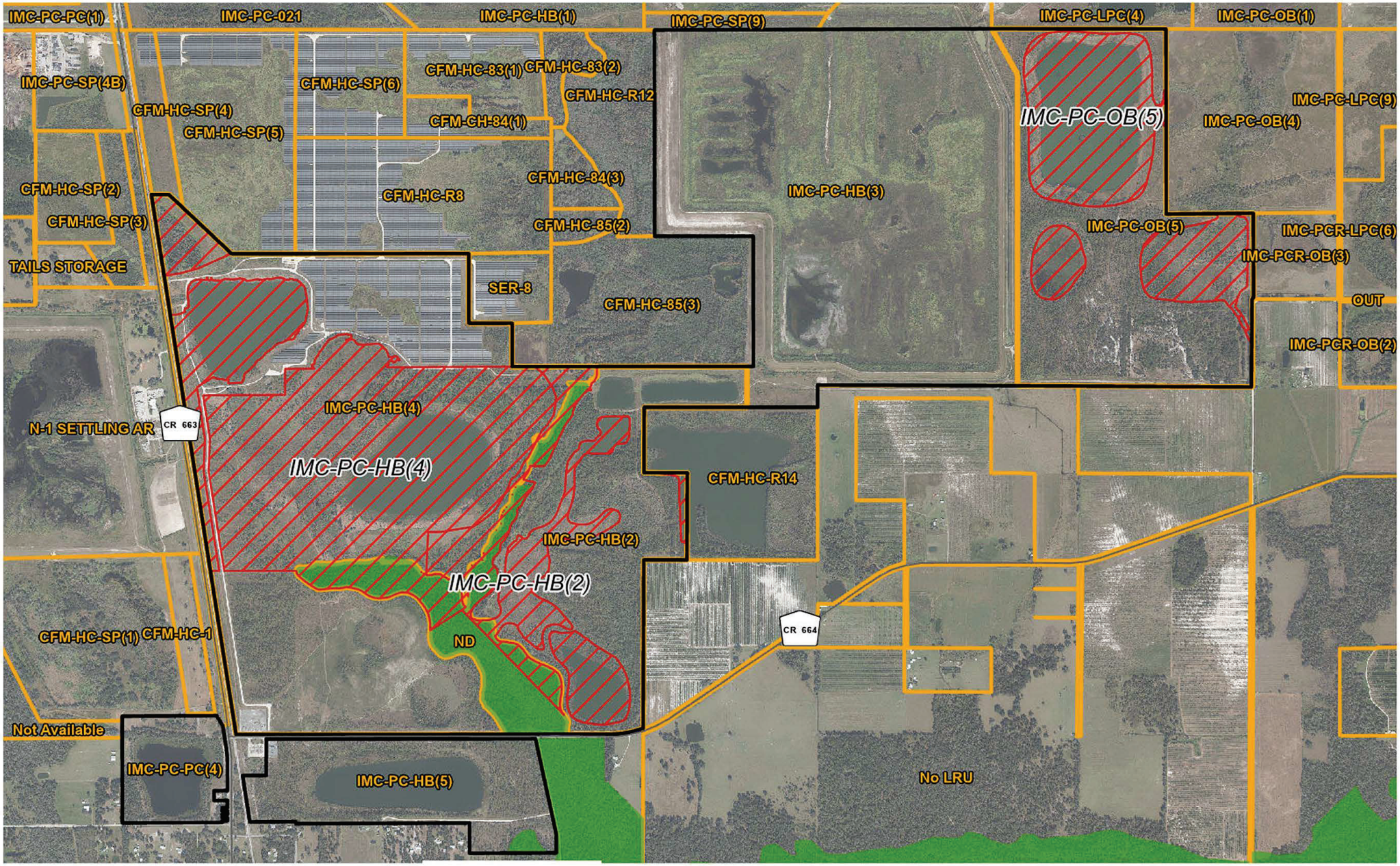

SR 62
FGN Corridor
OUT
IMC-FG-HC(8)
IMC-FG-HC(9)
IMC-FG-GSP(9)
IMC-FG-HC(10)
IMC-FG-HC(10)
IMC-FG-HC(11)
IMC-FG-HC(12)
IMC-FG-HC(12)
IMC-FG-HC(17)
IMC-FG-HC(13)
IMC-FG-HC(14)
IMC-FG-HC(16)
IMC-FG-HC(16)
IMC-FG-WFHC(1)
FG SPO Corridor
HC-16
SP-HC-2
SP-BC-5
ND
SP-HC-2(A)
SP-HC-1
SP-W5
02
Legend
Fort Green Mine Boundary
Approval Request Area
Preservation Areas
Reclamation Programs
State Roads
310 - Herbaceous Rangeland
320 - Shrub and Brushland
410 - Coniferous Forest
420 - Hardwood Forest
430 - Mixed Forest
440 - Planted Forest
520 - Lakes
610 - Wetland - Hardwood Forest
630 - Wetland - Mixed Forest
640 - Wetland - Vegetated Non-Forested
810 - Transportation
Location Key
Not to Scale
Area Shown
Mosaic Holdings
39
37
Polk
Manatee
Hardee
64
FORT GREEN MINE SOUTHERN RESERVES
MAP 2B RECLAMATION APPROVAL REQUEST LAND USE
(South of SR 62)
N
Scale in Feet
0
2,000
Mosaic
396

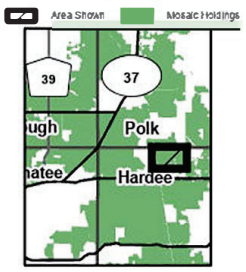


Legend

- North Pasture Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- County Roads

397

Location Key
Not to Scale



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Scale in Feet
0 2,000

Mosaic

NORTH PASTURE MINE

MAP 1 RECLAMATION APPROVAL REQUEST

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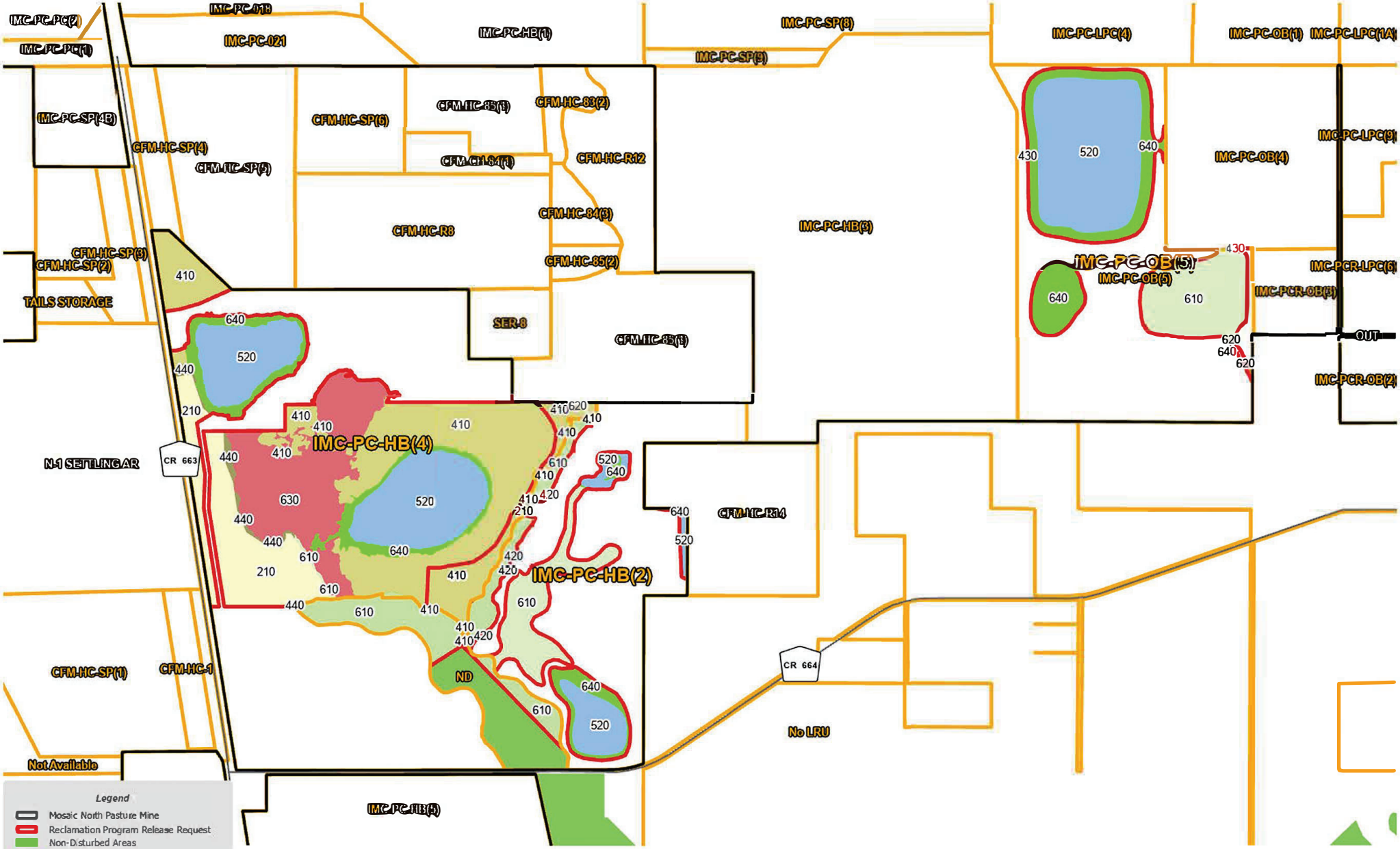
Date: 1/20/2025 User: jss

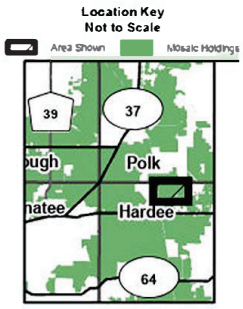


Legend

- Mosaic North Pasture Mine
- Reclamation Program Release Request
- Non-Disturbed Areas
- Reclamation Programs
- County Roads
- 210 - Cropland and Pastureland
- 410 - Coniferous Forest
- 420 - Hardwood Forest
- 430 - Mixed Forest
- 440 - Planted Forest
- 510 - Streams and Canals
- 520 - Lakes
- 610 - Wetland - Hardwood Forest
- 620 - Wetland Coniferous Forest
- 630 - Wetland Mixed Forest
- 640 - Wetland - Vegetated Non-Forested
- 830 - Utilities

398

Location Key
Not to Scale



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Scale in Feet
0 2,000

Mosaic

NORTH PASTURE MINE

MAP 2 RECLAMATION APPROVAL REQUEST LAND USE

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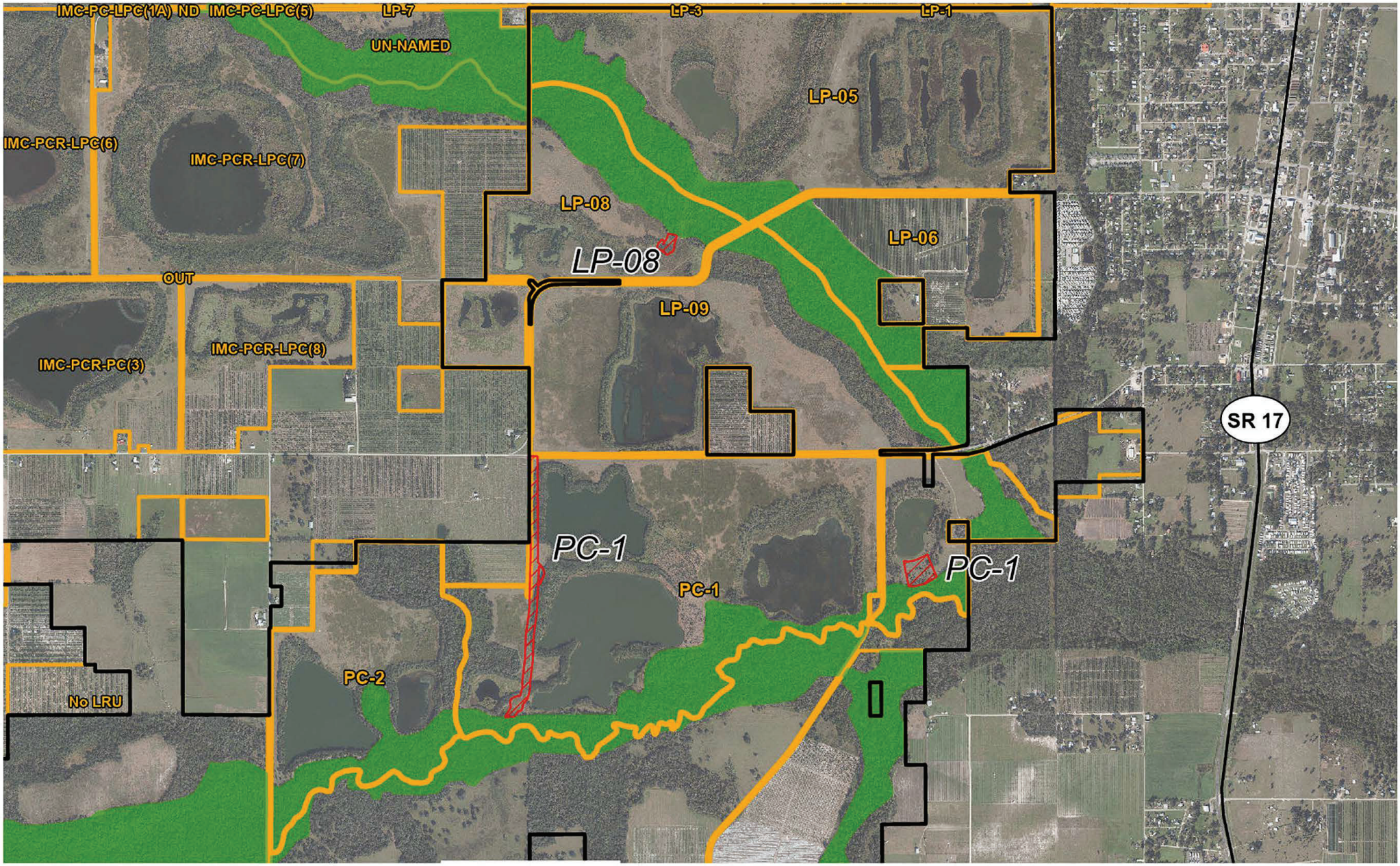
Date: 1/23/2025 User: jss

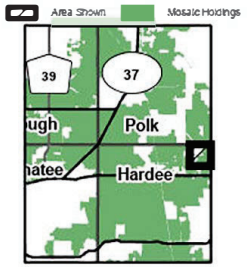


Legend

- North Hardee Extension Mine Boundary
- Approval Request Areas
- Preservation Areas
- Reclamation Programs
- State Roads

399

Location Key
Not to Scale



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Scale in Feet
0 2,000

Mosaic

FORT MEADE MINE
NORTH HARDEE EXTENSION

MAP 1 RECLAMATION APPROVAL REQUEST

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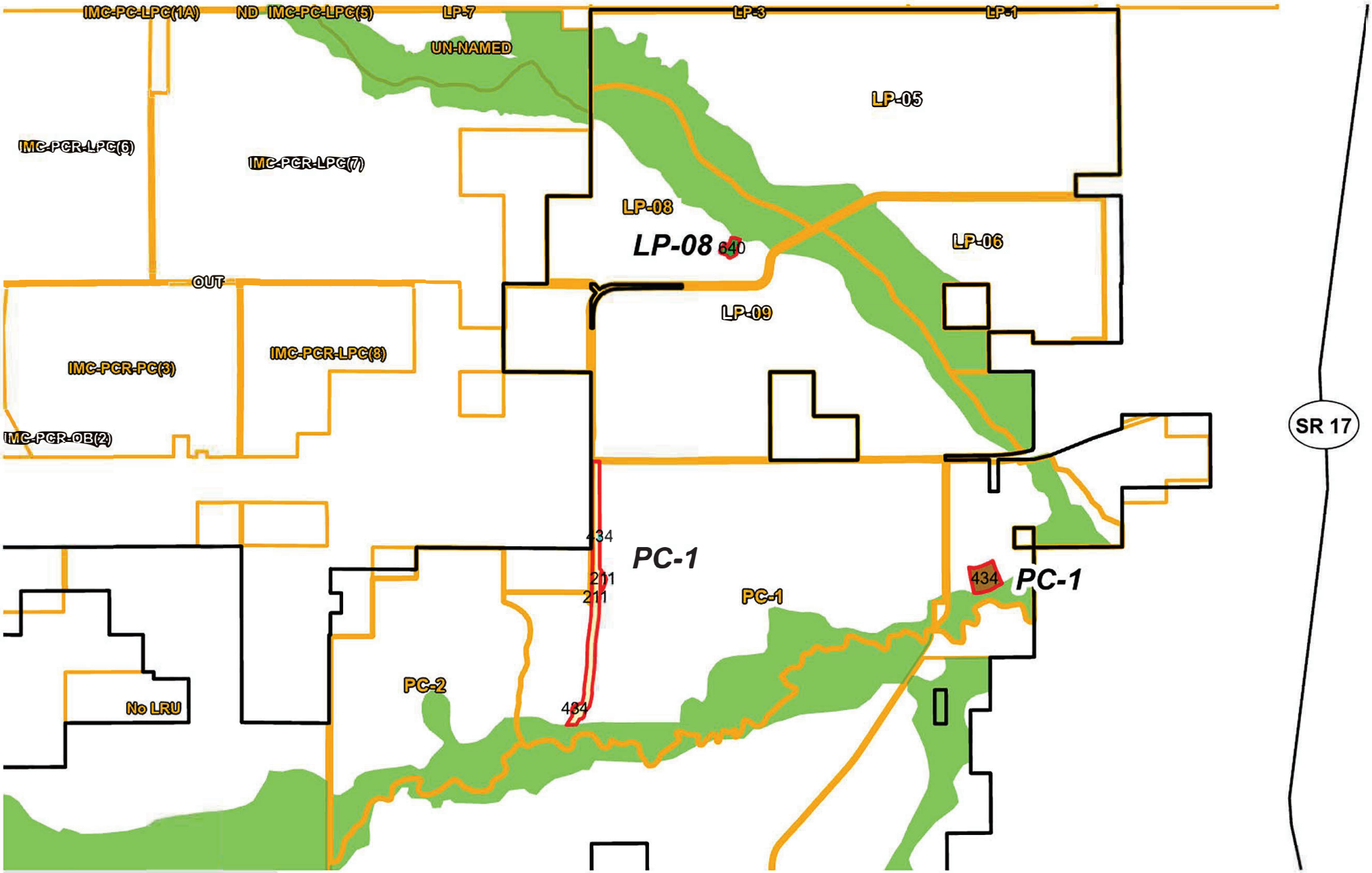
\projects\2024\2024_0127\maps\Fort_Mead_N_Hardee_Ext_Map_1_Reclamation_Approval_Request.aprx
Date: 11/7/2024 User: jss

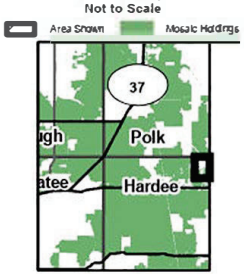


Legend

- North Hardee Extension Mine Boundary
- Approval Request Areas
- Preservation Areas
- Reclamation Programs
- Reclamation Programs
- State Roads
- 210 - Cropland and Pastureland
- 430 - Mixed Forest
- 640 - Wetland - Vegetated Non-Forested

400

Location Key
Not to Scale



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Scale in Feet

0 2,000

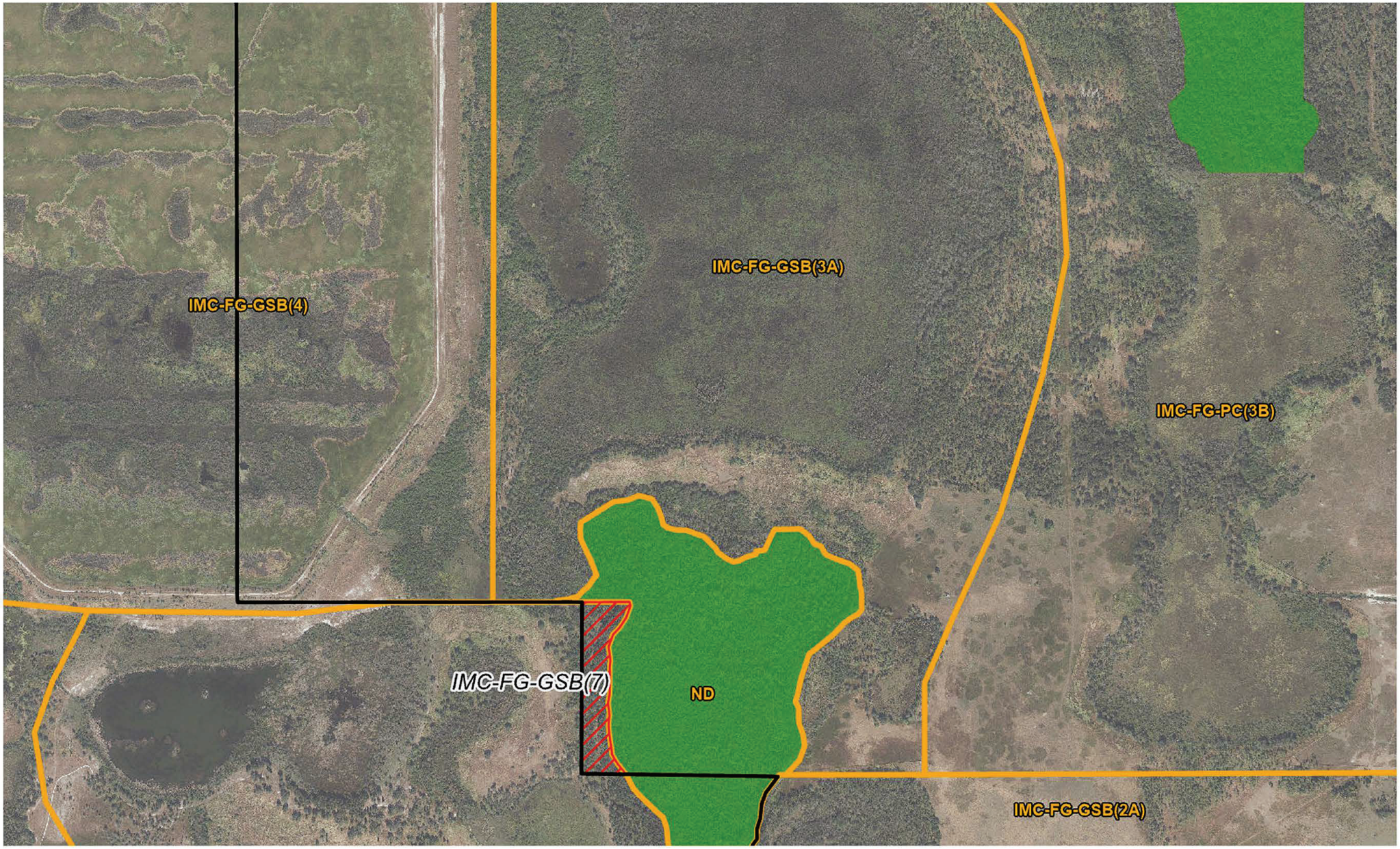
Mosaic

FORT MEADE MINE

NORTH HARDEE EXTENSION

MAP 2 RECLAMATION APPROVAL REQUEST LAND USE

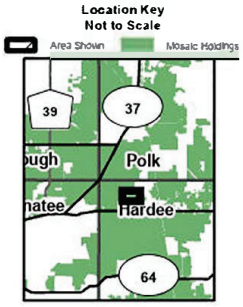
Project: G:
\projects\2024\2024_0127\maps\Fort_Mead_N_Hardee_Ext_Map_2_Reclamation_Approval_Request_PRLU.aprx
Date: 11/7/2024 User: jss



Legend

- Ft. Green/Payne Creek Ext.
- Approval Request Area
- Preservation Areas
- Reclamation Programs

Location Key
Not to Scale



N

Scale in Feet
0 1,000

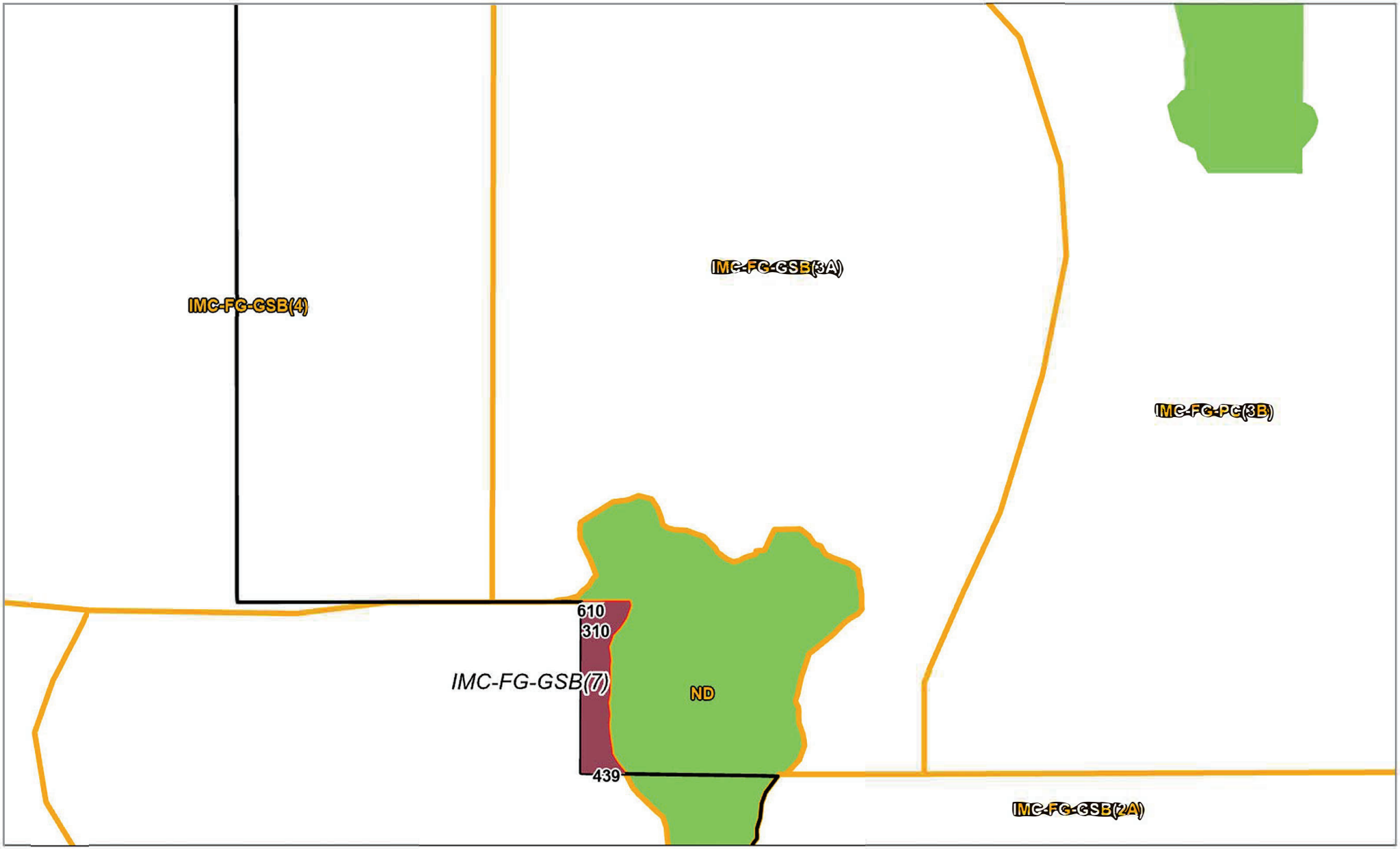
Mosaic

FT GREEN AND PAYNE CREEK MINE EXTENSION

MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:\projects\2024\2024_0127\maps\Payne_Creek_Extension_Map_1_Reclamation_Approval_Request.aprx Date: 1/27/2025 User: jss

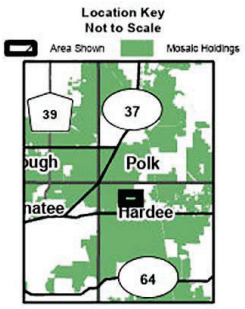
401



Legend

- Ft. Green/Payne Creek Ext.
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- 310 - Herbaceous Rangeland
- 420 - Hardwood Forest
- 610 - Wetland - Hardwood Forest

Location Key
Not to Scale



N

Scale in Feet
0 1,000

Mosaic

FORT GREEN AND PAYNE CREEK MINE EXTENSION

MAP 1 RECLAMATION APPROVAL REQUEST LAND USE

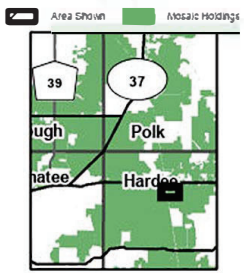
Project: G:\projects\2024\2024_0127\maps\Payne_Creek_Extension_Map_2_Reclamation_Approval_Request_PRLU.aprx Date: 1/27/2025 User: jss



Legend

- South Pasture Mine Boundary
- Preservation Areas
- Reclamation Programs
- County Roads
- Reclamation Programs

Location Key
Not to Scale



N

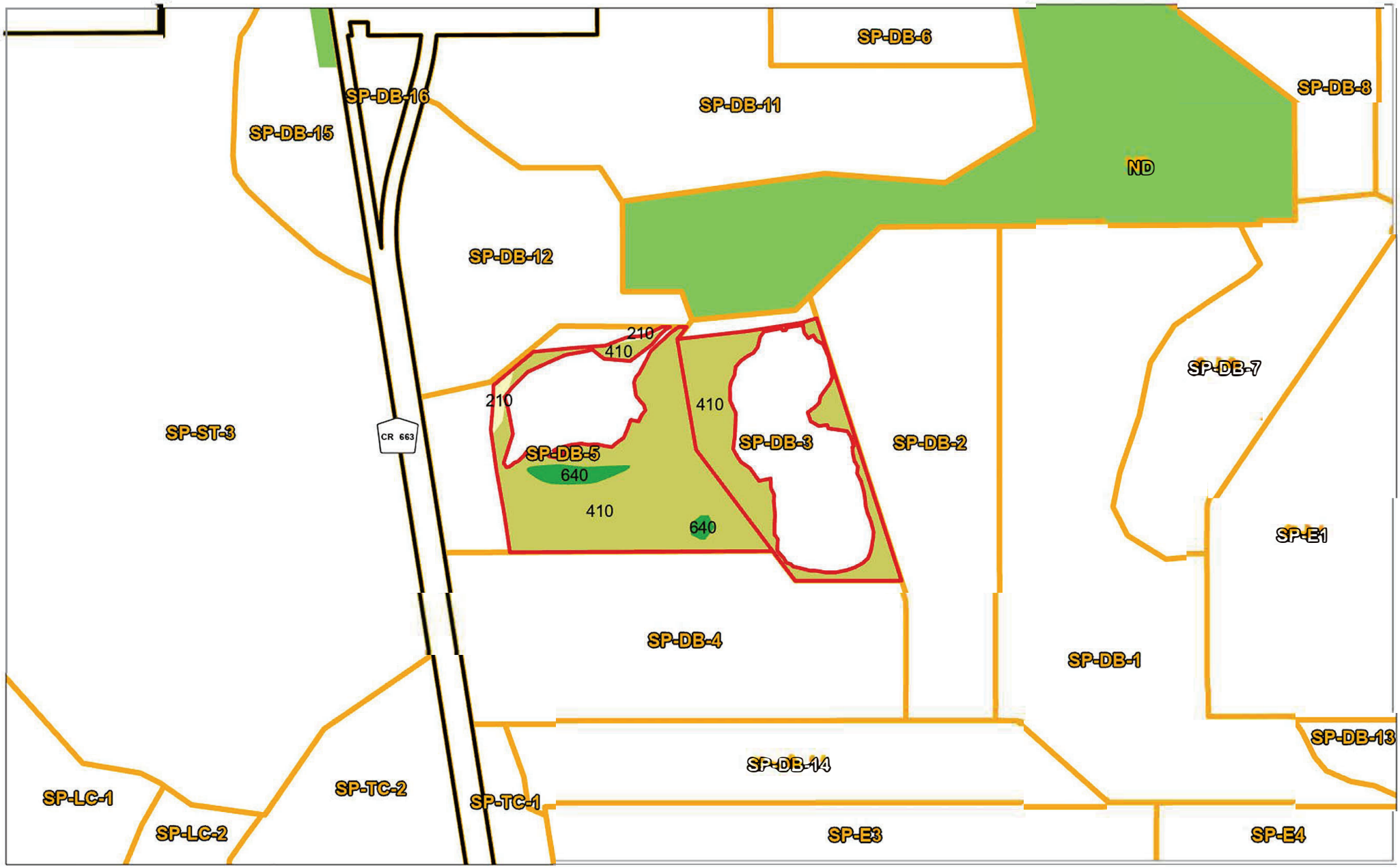
Scale in Feet

0 1,000

Mosaic

SOUTH PASTURE MINE
MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:\projects\2024\2024_0127\maps\South_Pasture_Map_1A_Reclamation_Approval_Request.aprx
Date: 1/28/2025 User: jss



Legend

- South Pasture Mine Boundary
- Approval Request Area
- Reclamation Programs
- Preservation Areas
- 210 - Cropland and Pastureland
- 410 - Coniferous Forest
- 640 - Wetland - Vegetated Non-Forested
- County Roads

Location Key
Not to Scale



N

Scale in Feet
0 1,000

Mosaic

SOUTH PASTURE MINE

MAP 2 RECLAMATION APPROVAL REQUEST LAND USE

Project: G:\projects\2024\2024_0127\maps\South_Pasture_Map_1B_Reclamation_Approval_Request_PRLU.aprx
Date: 1/29/2025 User: jss

I hereby certify that the reclamation for the 2195.4 acres identified in the Application for Reclamation Approval submitted March 4, 2025 has been performed in accordance with the regulations contained in Hardee County Ordinance No. 1999-02.

Russell Schweiss
Senior Director, Land & Resource Management

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Affirmed and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Russell Schweiss, Senior Director, Land & Resource Management, The Mosaic Company.

SANDRA A. ADAMS
Notary Public - State of Florida
Commission # HH 538908
My Comm. Expires Oct 7, 2028
Bonded through National Notary Assn.

Sandra A. Adams
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced

HARDEE COUNTY
RESOLUTION NO. 2025-25

A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS HARDEE COUNTY, FLORIDA APPROVING PORTIONS OF RECLAMATION UNITS IMC-FG-GSB(6), IMC-FG-GSB(8), IMC-FG-HC(3), IMC-FG-HC(7), IMC-FG-HC(10), IMC-FG-HC(12), IMC-FG-HC(16) LOCATED WITHIN THE FORT GREEN MINE SOUTHERN RESERVES AND IMC-FG-GSB(7) LOCATED WITHIN THE FORT GREEN AND PAYNE CREEK MINE EXTENSION AND FORT GREEN MINE SOUTHERN RESERVES AS DEPICTED IN THE ATTACHED EXHIBIT "B"; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic Fertilizer, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of reclamation for certain parcels located within the Fort Green Mine Southern Reserves ("FGSR") and Fort Green and Payne Creek Mine Extension ("FGPCME"); and

WHEREAS, FGPCME, initially approved in 1978 and FGSR initially approved in 1993, were subject to a series of amendments, in 2018 the Board of County Commissioners of Hardee County ("Board") approved Resolution No. 18-21 amending the FGPCME Master Mining and Reclamation Plan ("MMRP") and Resolution No. 18-22 amending the FGSR MMRP; and

WHEREAS, both amended MMRP's were subject to Ordinance No. 2015-03, to the extent that the subject of the amendment or transfer constituted a change to the approved reclamation plan (see LDC section 3.14.02.01(D), 2015); and

WHEREAS, Mosaic has submitted an application requesting approval of portions of reclamation units IMC-FG-GSB(6), IMC-FG-GSB(8), IMC-FG-HC(3), IMC-FG-HC(7), IMC-FG-HC(10), IMC-FG-HC(12), and IMC-FG-HC(16) located within the Fort Green Mine Southern Reserves and IMC-FG-GSB(7) located withing the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the application for reclamation approval attached as Exhibit "A" ("Application"); and

WHEREAS, the reclamation for the parcels was substantially underway prior to adoption of Ordinance No. 2015-03 and accordingly, the applicable reclamation standards are set forth in Ordinance No. 1999-02 (adopted on May 20, 1999); and

WHEREAS, the Application was reviewed and recommended for approval by Hardee County staff; and

WHEREAS, the Board has reviewed and carefully considered all documents submitted, including but not limited to releases from the Florida Department of

Environmental Protection and certifications from Mosaic, and all testimony given by the parties and members of the general public at a duly-noticed public hearing.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval. The Board of County Commissioners of Hardee County find that, based on the certifications provided by Mosaic, the reclamation was completed in accordance with the reclamation standards set forth in Ordinance No. 1999-02, adopted on May 20, 1999; approve the reclamation requested by the Application; and release Mosaic from further obligation to perform reclamation activities for those parcels depicted in the attached "Exhibit B".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL
SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

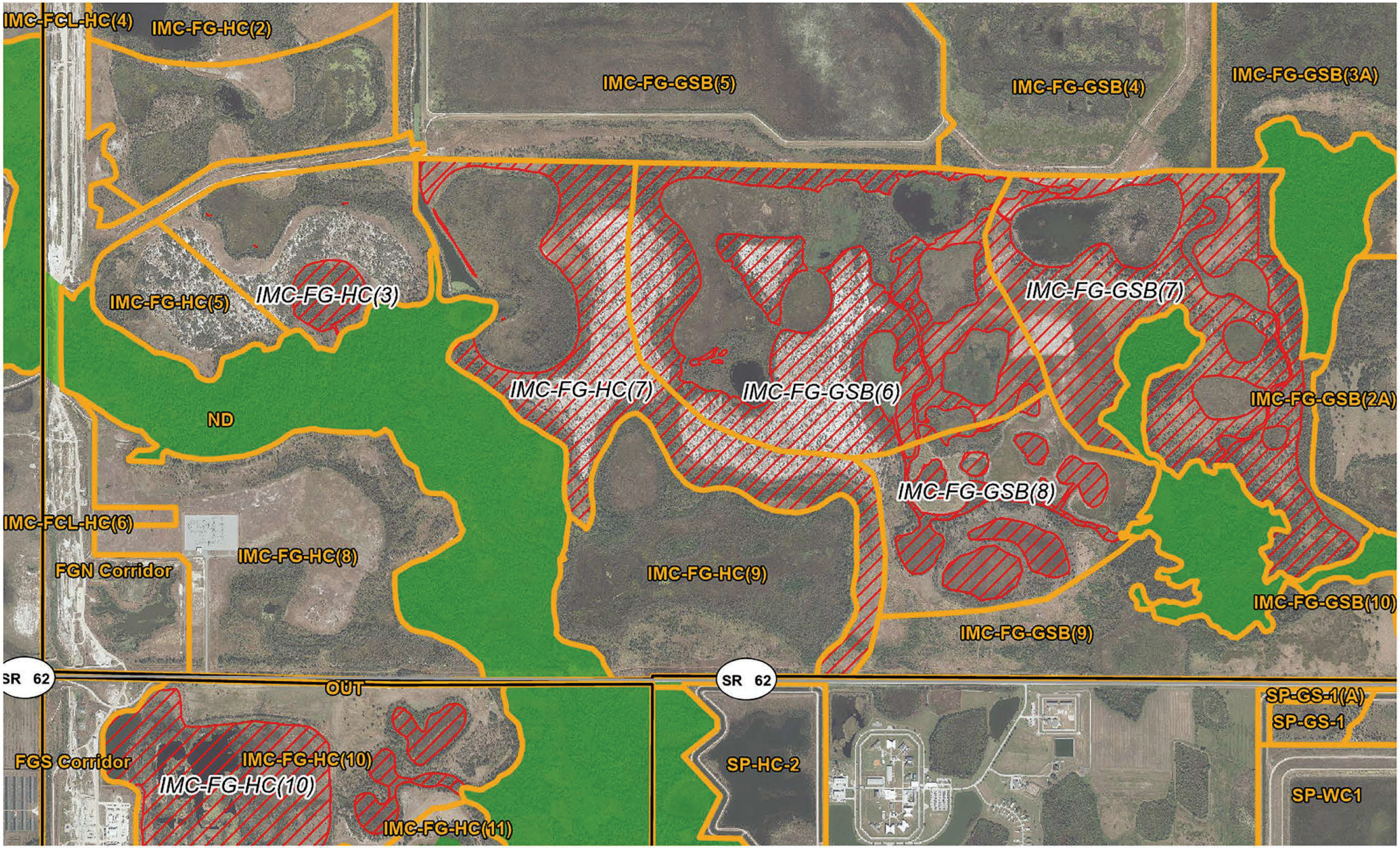
EXHIBIT A

Application for approval of portions of reclamation units IMC-FG-GSB (6), IMC-FG-GSB (8), IMC-FG-HC (3), IMC-FG-HC (10), IMC-FG-HC (12), and IMC-FG-HC (16) located within the Fort Green Mine Southern Reserves and IMC-FG-GSB (7) located within the Fort Green Mine Southern Reserves and Fort Green and Payne Creek Mine Extension.

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

EXHIBIT B

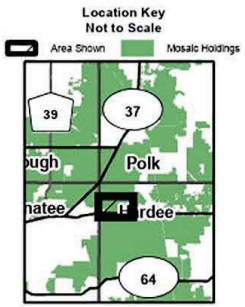
Map depicting approval of portions of reclamation units IMC-FG-GSB (6), IMC-FG-GSB (8), IMC-FG-HC (3), IMC-FG-HC (10), IMC-FG-HC (12), and IMC-FG-HC (16) located within the Fort Green Mine Southern Reserves and IMC-FG-GSB (7) located within the Fort Green Mine Southern Reserves and Fort Green and Payne Creek Mine Extension



Legend

- Fort Green Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- State Roads

Location Key
Not to Scale



N

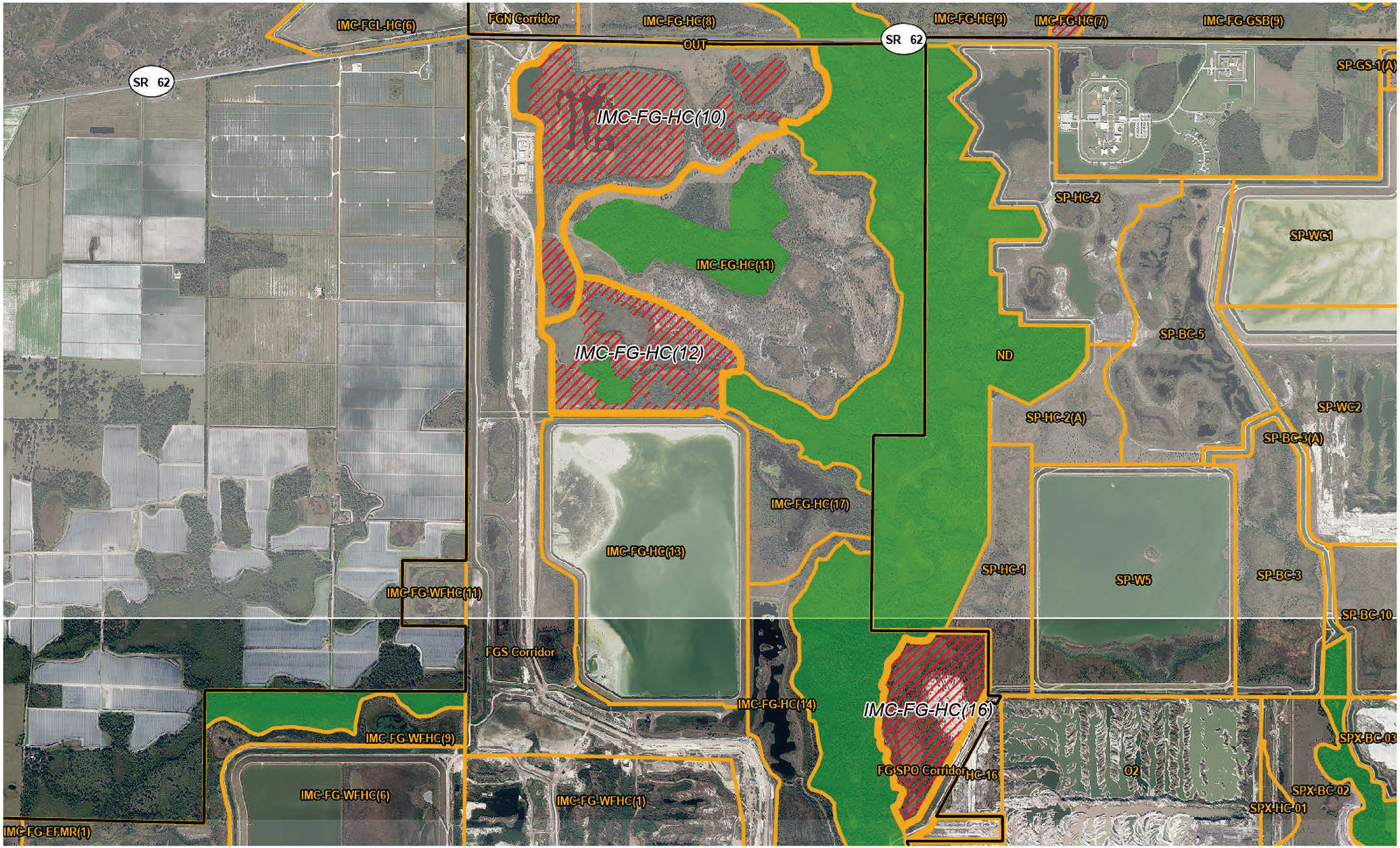
Scale in Feet
0 2,000

Mosaic

FORT GREEN MINE SOUTHERN RESERVES

MAP 1A RECLAMATION APPROVAL REQUEST (North of SR 62)

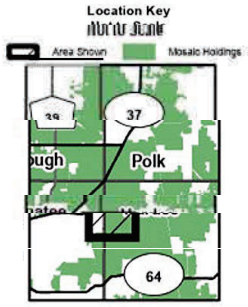
Project: G:\projects\2024\2024_0127\maps\Fort_Green_Southern_Reserves_Map_1A_Reclamation_Approval_Request.aprx
Date: 1/21/2025 User: jss



Legend

- Fort Green Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- State Roads

Location Key



N

Scale in Feet

0 3,000

Mosaic

FORT GREEN MINE SOUTHERN RESERVES

MAP 1B RECLAMATION APPROVAL REQUEST (South of SR 62)

Project: G:\projects\2024\2024_0127\maps\Fort_Green_Southern_Reserves_Map_1B_Reclamation_Approval_Request.aprx
Date: 1/10/2025 User: jss

AGENDA ITEM NO. 10.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-26, Mosaic Fort Meade Mine North Hardee Extension Reclamation Approval
SUGGESTED ACTION:	- Motion to approve Resolution 2025-26, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-FM-PC(1) and IMC-FM-LP(8), located within Fort Meade Mine North Hardee Extension as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

ATTACHMENTS:
Resolution 2025-26.pdf

HARDEE COUNTY
RESOLUTION NO. 2025-26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING PORTIONS OF RECLAMATION UNITS IMC-FM-PC(1), AND IMC-FM-LP(8), LOCATED WITHIN FORT MEADE MINE NORTH HARDEE EXTENSION AS DEPICTED IN ATTACHED "EXHIBIT B"; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic Fertilizer , LLC("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code (ULDC), approval of reclamation for certain parcels located within Fort Meade Mine North Hardee Extension (FMNH) units FM-PC (1) and FM-LP (8) as depicted in the application attached as Exbibit A ("Application"); and

WHEREAS, the reclamation for the parcels was substantially underway prior to adoption of Ordinance No. 2015-03 and accordingly, the applicable reclamation standards are set forth in Ordinance No. 1999-02 (adopted on May 20, 1999); and

WHEREAS, the Application was reviewed and recommended for approval by Hardee County staff; and

WHEREAS, the Board has reviewed and carefully considered all documents submitted, including but not limited to releases from the Florida Department of Environmental Protection and certifications from Mosaic, and all testimony given by the parties and members of the general public at a duly noticed public hearing.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval. The Board of County Commissioners of Hardee County find that, based on the certifications provided by Mosaic, the reclamation was completed in accordance with the reclamation standards set forth in Ordinance No. 1999-02, adopted on May 20, 1999. approve the reclamation requested by the Application; and release Mosaic from further obligation to perform reclamation activities for those parcels depicted in the attached "Exhibit B".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

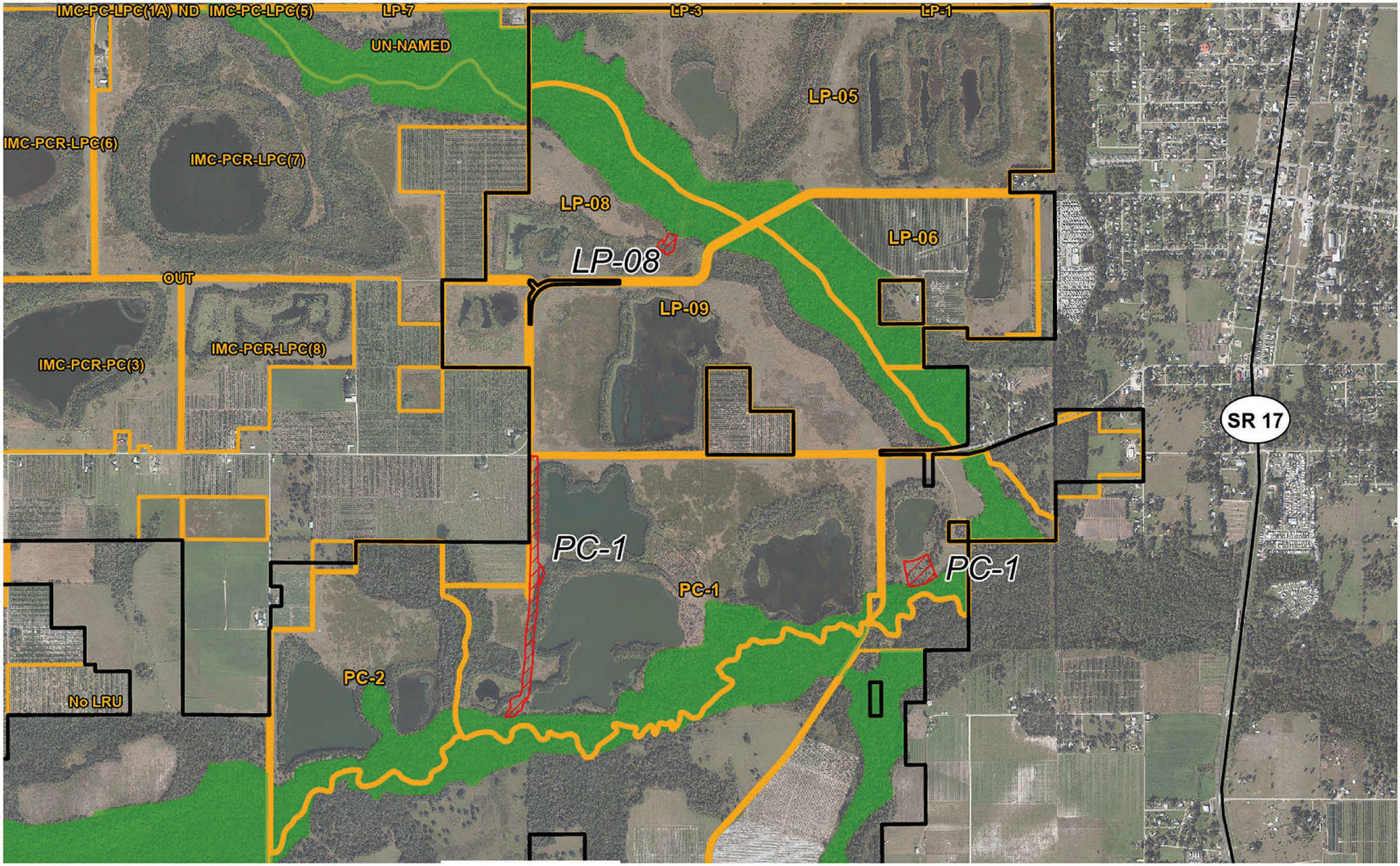
EXHIBIT A

Application for approval of a portions of reclamation units FM-PC(1), and FM-LP(8) located within the Fort Meade Mine North Hardee Extension

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

EXHIBIT B

Map depicting approval of portions of reclamation units FM-PC(1), and FM-LP(8) located within the Fort Meade Mine North Hardee Extension

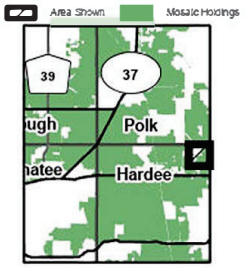


Legend

- North Hardee Extension Mine Boundary
- Approval Request Areas
- Preservation Areas
- Reclamation Programs
- State Roads

417

Location Key
Not to Scale



N

Scale in Feet
0 2,000

Mosaic

FORT MEADE MINE
NORTH HARDEE EXTENSION

MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:
\projects\2024\2024_0127\maps\Fort_Mead_N_Hardee_Ext_Map_1_Reclamation_Approval_Request.aprx
Date: 11/7/2024 User: jss

AGENDA ITEM NO. 10.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-27, Mosaic North Pasture Mine Reclamation Approval
SUGGESTED ACTION:	- Motion to approve Resolution 2025-27, A Resolution of Board of County Commissioners of Hardee County, Florida, approving portions of reclamation units IMC-PC-HB(2), IMC-PC-HB(4) and IMC-PC-OB(5), located within Mosaic North Pasture Mine as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

ATTACHMENTS:
Resolution 2025-27.pdf

HARDEE COUNTY
RESOLUTION NO. 2025-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING PORTIONS OF RECLAMATION UNITS IMC-PC-HB (2), IMC-PC-HB (4), AND IMC-PC-OB (5), LOCATED WITHIN MOSAIC NORTH PASTURE MINE AS DEPICTED IN ATTACHED "EXHIBIT B"; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic Fertilizer, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code (ULDC), approval of reclamation for certain parcels located within Mosaic North Pasture Mine (NP) units IMC-PC-HB (2), IMC-PC-HB (4) and IMC-PC-OB (5) as depicted in the application attached as Exhibit "A" ("Application"); and

WHEREAS, the reclamation for the parcels was substantially underway prior to adoption of Ordinance No. 2015-03 and accordingly, the applicable reclamation standards are set forth in Ordinance No. 1999-02 (adopted on May 20, 1999); and

WHEREAS, the Application was reviewed and recommended for approval by Hardee County staff; and

WHEREAS, the Board has reviewed and carefully considered all documents submitted, including but not limited to releases from the Florida Department of Environmental Protection and certifications from Mosaic, and all testimony given by the parties and members of the general public at a duly-noticed public hearing.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval. The Board of County Commissioners of Hardee County find that, based on the certifications provided by Mosaic, the reclamation was completed in accordance with the reclamation standards set forth in Ordinance No. 1999-02, adopted on May 20, 1999; approve the reclamation requested by the Application; and release Mosaic from further obligation to perform reclamation activities for those parcels depicted in the attached "Exhibit B".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

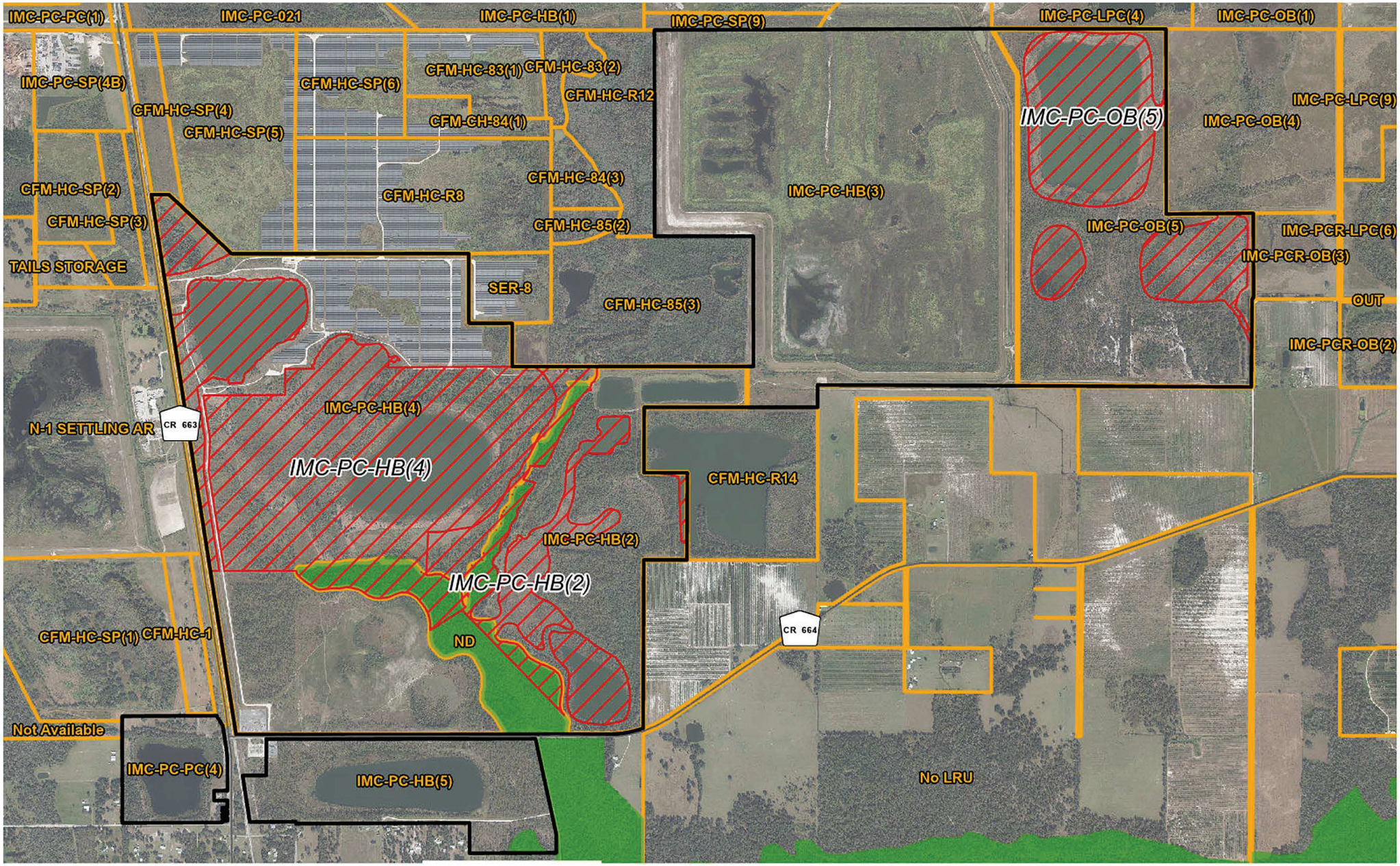
EXHIBIT A

Application for approval of portions of reclamation units IMC-PC-HB (2), IMC-PC-HB (4), AND IMC-PC-OB (5), located within Mosaic North Pasture Mine.

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

EXHIBIT B

Map depicting approval of portions of reclamation units IMC-PC-HB (2), IMC-PC-HB (4), AND IMC-PC-OB (5), located within Mosaic North Pasture Mine

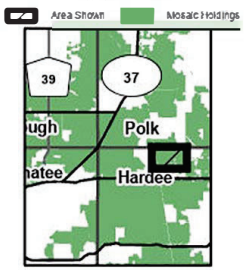


Legend

- North Pasture Mine Boundary
- Approval Request Area
- Preservation Areas
- Reclamation Programs
- County Roads

423

Location Key
Not to Scale



N

Scale in Feet
0 2,000

Mosaic

NORTH PASTURE MINE

MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:\projects\2024\2024_0127\maps\North_Pasture_Map_1_Reclamation_Approval_Request.aprx
Date: 1/20/2025 User: jss

AGENDA ITEM NO. 10.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-28, Mosaic South Pasture Mine Reclamation Approval
SUGGESTED ACTION:	- Motion to approve Resolution 2025-28, A Resolution of the Board of County Commissioners of Hardee County, Florida approving the reclamation of reclamation units SP-DB-3 and SP-DB-5, located within Mosaic South Pasture Mine as depicted in attached Exhibit B; providing for authorization and providing for an effective date.

ATTACHMENTS:
RESO-2025-28 Reclamation Approval for LRU in South Pasture - Final.pdf

HARDEE COUNTY
RESOLUTION NO. 2025-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING THE RECLAMATION OF RECLAMATION UNITS SP-DB-3 AND SP-DB-5, LOCATED WITH MOSAIC SOUTH PASTURE MINE AS DEPICTED IN ATTACHED "EXHIBIT B"; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic Fertilizer, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code (ULDC), approval of reclamation for certain parcels located within Mosaic South Pasture Mine (SP)units SP-DB-3 and SP-DB-5 as depicted in the application attached as Exhibit "A" ("Application"); and

WHEREAS, the reclamation for the parcels was substantially underway prior to adoption of Ordinance No. 2015-03 and accordingly, the applicable reclamation standards are set forth in Ordinance No. 1999-02 (adopted on May 20, 1999); and

WHEREAS, the Application was reviewed and recommended for approval by Hardee County staff; and

WHEREAS, the Board has reviewed and carefully considered all documents submitted, including but not limited to releases from the Florida Department of Environmental Protection and certifications from Mosaic, and all testimony given by the parties and members of the general public at a duly-noticed public hearing.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval. The Board of County Commissioners of Hardee County find that, based on the certifications provided by Mosaic, the reclamation was completed in accordance with the reclamation standards set forth in Ordinance No. 1999-02, adopted on May 20, 1999; approve the reclamation requested by the Application; and release Mosaic from further obligation to perform reclamation activities for those parcels depicted in the attached "Exhibit B".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

EXHIBIT A

Application for approval of a portion of reclamation units SP-DB-3 and SP-DB-5, located within Mosaic South Pasture Mine

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

EXHIBIT B

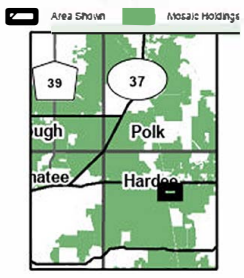
Map depicting for approval of a portion of reclamation units SP-DB-3 and SP-DB-5, located within Mosaic South Pasture Mine



Legend

- South Pasture Mine Boundary
- Preservation Areas
- Reclamation Programs
- County Roads
- Reclamation Programs

Location Key
Not to Scale



N

Scale in Feet

0 *1,000*

Mosaic

SOUTH PASTURE MINE
MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:\projects\2024\2024_0127\maps\South_Pasture_Map_1A_Reclamation_Approval_Request.
Date: 1/28/2025 User: jss

AGENDA ITEM NO. 10.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILIZER, LLC RECLAMATION APPROVAL APPLICATION**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2025-32, Mosaic Fort Green Southern Reserves Reclamation Approval
SUGGESTED ACTION:	- Motion to approve Resolution 2025-32, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a portion of reclamation unit IMC-FG-GSB(7) located within the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the attached Exhibit B; providing for authorization and providing for an effective date.

ATTACHMENTS:
Resolution 2025-32.pdf

HARDEE COUNTY
RESOLUTION NO. 2025-32

A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS HARDEE COUNTY, FLORIDA APPROVING A PORTION OF RECLAMATION UNIT IMC-FG-GSB (7) LOCATED WITHIN THE FORT GREEN AND PAYNE CREEK MINE EXTENSION AND FORT GREEN MINE SOUTHERN RESERVES AS DEPICTED IN THE ATTACHED EXHIBIT "B"; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mosaic Fertilizer, LLC ("Mosaic") requested, pursuant to Article 13 of the Unified Land Development Code of Hardee County ("ULDC"), approval of reclamation for certain parcels located within the Fort Green Mine Southern Reserves ("FGSR") and Fort Green and Payne Creek Mine Extension ("FGPCME"); and

WHEREAS, FGPCME, initially approved in 1978 and FGSR initially approved in 1993, were subject to a series of amendments, in 2018 the Board of County Commissioners of Hardee County ("Board") approved Resolution No. 18-21 amending the FGPCME Master Mining and Reclamation Plan ("MMRP") and Resolution No. 18-22 amending the FGSR MMRP; and

WHEREAS, both amended MMRP's were subject to Ordinance No. 2015-03, to the extent that the subject of the amendment or transfer constituted a change to the approved reclamation plan (see ULDC section 3.14.02.01(D), 2015); and

WHEREAS, Mosaic has submitted an application requesting approval of a portion of reclamation unit IMC-FG-GSB(7) located withing the Fort Green and Payne Creek Mine Extension and Fort Green Mine Southern Reserves as depicted in the application for reclamation approval attached as Exhibit "A" ("Application"); and

WHEREAS, the reclamation for the parcel was substantially underway prior to adoption of Ordinance No. 2015-03 and accordingly, the applicable reclamation standards are set forth in Ordinance No. 1999-02 (adopted on May 20, 1999); and

WHEREAS, the Application was reviewed and recommended for approval by Hardee County staff; and

WHEREAS, the Board has reviewed and carefully considered all documents submitted, including but not limited to releases from the Florida Department of Environmental Protection and certifications from Mosaic, and all testimony given by the parties and members of the general public at a duly-noticed public hearing.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

Section 2. Approval. The Board of County Commissioners of Hardee County find that, based on the certifications provided by Mosaic, the reclamation was completed in accordance with the reclamation standards set forth in Ordinance No. 1999-02, adopted on May 20, 1999; approve the reclamation requested by the Application; and release Mosaic from further obligation to perform reclamation activities for those parcels depicted in the attached "Exhibit B".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17th day of April, 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, Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL
SUFFICIENCY:

_____
Sarah Johnston,
COUNTY ATTORNEY

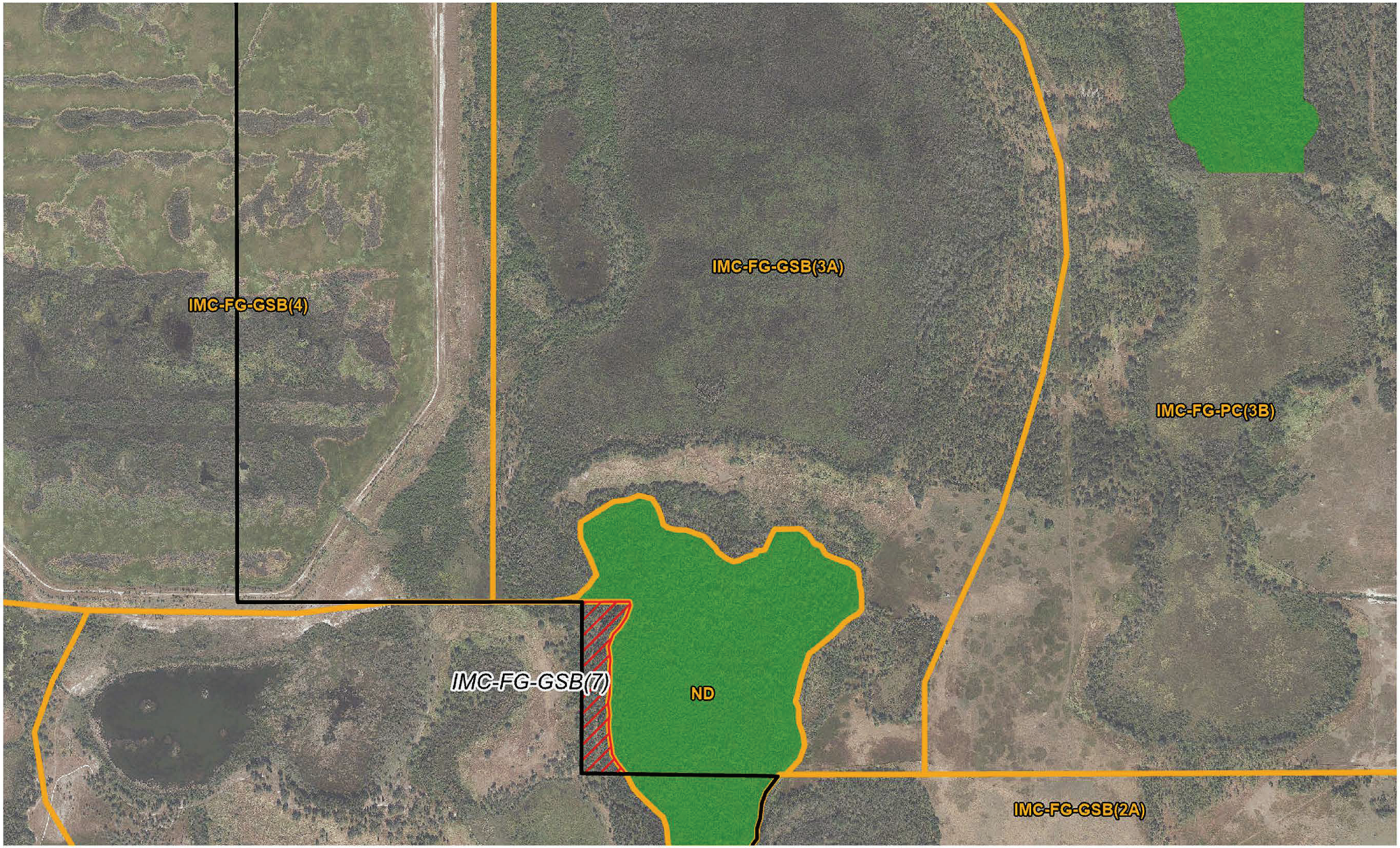
EXHIBIT A

Application for approval of a portion of reclamation unit IMC-FG-GSB (7) located within the Fort Green Mine Southern Reserves and Fort Green and Payne Creek Mine Extension.

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

EXHIBIT B

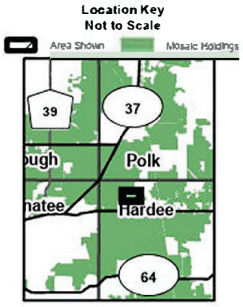
Map depicting approval of a portion of reclamation unit IMC-FG-GSB (7) located within the Fort Green Mine Southern Reserves and Fort Green and Payne Creek Mine Extension.



Legend

- Ft. Green/Payne Creek Ext.
- Approval Request Area
- Preservation Areas
- Reclamation Programs

Location Key
Not to Scale



N

Scale in Feet
0 1,000

Mosaic

FT GREEN AND PAYNE CREEK MINE EXTENSION

MAP 1 RECLAMATION APPROVAL REQUEST

Project: G:\projects\2024\2024_0127\maps\Payne_Creek_Extension_Map_1_Reclamation_Approval_Request.aprx Date: 1/27/2025 User: jss

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**MOSAIC FERTILZER, LLC ONA MINE APPLICATION FOR MINING MAJOR SPECIAL EXCEPTION & AMENDMENT TO THE MASTER MINE & RECLAMATION PLAN**
SUBJECT:	**Deb Bulter, Mining Coordinator -** Resolution 2025-23, Mosaic Ona Mine Special Exception and Amendment to MMRP
SUGGESTED ACTION:	- Motion to approve Resolution 2025-23, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending Resolution 2018-20 for the Mosaic Ona Mine, approving an amendment to the Master Mining and Reclamation Plan (MMRP); approving a mining major special exception use; finding the modification does not constitute a substantial deviation; and providing for an effective date.

ATTACHMENTS:

Agenda Packet Resolution 2025-23.pdf

Hardee County FLORIDA

Mining Department

To: Mr. Terry Atchley, County Manager

From: Deb Butler, Mining Coordinator

Subject: Mosaic Fertilizer, LLC - Ona Mine

Date: April 7, 2025

Mosaic has submitted an application to add approximately 178.3 acres to the existing Ona Mine, as previously approved by Resolution 2018-20, including four parcels and previously vacated segments of Roy Road, Owen Roberts Road Sidney Roberts Road and remove 47.4 acres from the previously approved boundary. The application was submitted as required by Section 13.02.06(K) of the Hardee County Unified Land Development Code (HCULDC).

The application has been reviewed by Hardee County Mining Department staff and has been determined to be complete.

Mining Department staff has determined that the proposed addition does not create a substantial deviation and is in compliance of the HCULDC.

The Mining Department Staff Report, resolution 2025-23 approving this application and amending resolution 2018-20 and a USB with the application from Mosaic Fertilizer, LLC are attached.

Staff recommends approval of this application.

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

DEB BUTLER
MINING COORDINATOR

CARRIE EDENFIELD
PERMITTING SPECIALIST II

MAILING ADDRESS
220 S 9th Ave
Wauchula, FL 33873

PHONE
863-773-0136

WEBSITE
hardeecountyfl.gov

HARDEE COUNTY MINING DEPARTMENT
220 South Ninth Avenue ♦ Wauchula, FL 33873
Telephone: (863) 773-0136

Mosaic Fertilizer, LLC
November 7, 2024 Application for Mining Major Special Exception and Amend MMRP
Ona Mine
Staff Summary

On November 7, 2024, Mosaic submitted an application to expand the boundary of the Ona Mine by adding five parcels of land (approximately 171.1 acres) and three road segments (7.2 acres) to the current mine boundary. Contained in the application is also a request for the removal of 47.4 acres from the current mine boundary. The application was submitted as required by Section 13.02.06(K) of the Hardee County Unified Land Development Code (HCULDC).

The original project area that was approved under Resolution 2018-20 totaled 26,853 acres with approximately 22,854 of those acres being proposed for disturbance and approximately 3,999 acres to not be disturbed. Section 13.02.06(J)(02) of the HCULDC states "*Any acreage increase to the project equal to or greater than 10 percent of the approved project area."* shall constitute a substantial deviation. Therefore, Mosaic could add up to 2,285.3 acres to the original project area before it is considered a substantial deviation.

The parcels requested for addition are all located adjacent to the current Ona Mine boundary and are north of State Road 64. These parcels are identified as the Roberts Parcel located at Roy Road totaling approximately 41.0 acres, the Roberts Parcel located at Owen Roberts Road which totals approximately 80.0 acres, and three parcels referred to as the Smith Exchange totaling approximately 50.1 acres. The road segments that are proposed to be added are previously-vacated and comprised of approximately 2.2 acres of Roy Road that runs north from State Road 64, approximately 5.0 acres of Owen Roberts Road that runs north of State Road 64 and a 334 feet section of Sidney Roberts Road. There is a portion of the currently permitted mine boundary that is proposed to be removed as it is part of a land exchange with the Smith Family. The total to be removed is approximately 47.4 acres. The overall acreage is proposed to increase by 130.9 acres. It has been confirmed that none of the acreage is encumbered by a conservation easement, or required to be dedication for preservation.

The areas requested to be added are comprised of 140.8 acres of agricultural use which is primarily improved pasture, 1.1 acres of upland forest, 6.1 acres of open water primarily comprised of upland cut ditches and cattle ponds, 21.2 acres of forested and herbaceous wetlands, and 9.1 acres of roads. There is a portion of Owen Roberts Road that is contained within the parcel being added to the boundary which was not owned or encumbered as County right of way making the actual road acreage larger than the vacated road acreage.

The area that is proposed to be removed from the existing boundary is comprised of 47.4 acres of improved pasture. There was a land exchange with the Smith family located along the north end of Sidney Roberts Road that added acreage to the Ona Mine boundary. The portion to be removed that was part of the land swap is adjacent to the existing pastureland owned by the Smith Family. The County been provided with these deeds to confirm consistency with the DO.

The proposed changes would bring the total mine footprint to 26,984 acres. Overall mining activities will disturb approximately 22,907 acres leaving 4,077 acres to be left undisturbed. Within the portions to be added there are 129.0 acres of uplands/roads, 10.0 acres of herbaceous and/or forested wetlands and other surface waters which are to be disturbed, and 39.3 acres of wetlands associated with the 100-year floodplain of West Fork Horse Creek that are proposed to be avoided. An approximate 362 linear feet of existing stream channel is contained within the infill parcels and will be impacted. There will be no additional mitigation for the impacts to wetlands as there is an excess of wetlands that are being reclaimed on the mine site. The historical stream channel will be mitigated through preservation of 535 linear feet of the stream channel located within the floodplain of West Fork Horse Creek.

The additional acreage will not result in a need for another clay settling area and will extend the project buildout by less than one year. The approval of the application would allow Mosaic to mine additional land and facilitate more complete extraction of phosphate ore from the Ona Mine.

Mining Department staff has determined that the proposed addition does not create a substantial deviation and is in compliance of the HCULDC including the review standards set forth in 13.02.03.

Staff recommends approval with the condition that Mosaic submits three copies of an updated Master Mining and Reclamation Plan that reflects the changes outlined above within 30 days of approval.

HARDEE COUNTY
RESOLUTION NO. 2025-23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING RESOLUTION 2018-20 FOR THE MOSAIC ONA MINE, APPROVING AN AMENDMENT TO THE MASTER MINING AND RECLAMATION PLAN; APPROVING A MINING MAJOR SPECIAL EXCEPTION USE; FINDING THE MODIFICATION DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Hardee County (the "Board") approved a Development Order for a Master Mining and Reclamation Plan ("MMRP") and a Mining Major Special Exception Use Permit ("MMSE") for the Mosaic Fertilizer, LLC ("Mosaic") Ona Mine in Resolution No. 2018-20; and

WHEREAS, on November 7, 2024 Mosaic filed an application requesting approval of a Proposed Change to the Development Order to add approximately 178.3 acres to the Ona Mine, including four parcels and previously vacated segments of Roy Road, Owen Roberts Road and Sidney Roberts Road; and remove 47.4 acres of undisturbed lands depicted in Exhibit "A" and as more specifically provided for in the legal description attached as Exhibit "B" (the complete application and supporting documents are incorporated herein and shall be attached as Exhibit "C"); and

WHEREAS, the location of the four Parcels, vacated road segments, and portion to be removed from the mine boundary are shown in Exhibit "A" hereto; and

WHEREAS, on April 17, 2025, the Board held a duly-noticed public hearing on the Application for Amending the Ona Mine Development Order (Resolution No. 2018-20) and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations; and

WHEREAS, the Board finds the proposed amendments to Resolution No. 2018-20, the Development Order for the Ona Mine, do not constitute a substantial deviation and is consistent with the Hardee County Comprehensive Plan and is in the best interest of the County;

NOW THEREFORE, be it resolved, by the Board of County Commissioners of Hardee County, Florida, in a regular meeting assembled this 17th Day of April, 2025:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference. The Recitals to Resolution 2018-20 are also incorporated herein by reference.

Section 2. Amendment Application. The Amendment Application its supporting documentation are hereby incorporated into this Resolution by reference. The Amendment

Application is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

A. Add one new Whereas Clause to the existing Whereas Clauses after the fourth Whereas Clause on Page 2:

WHEREAS, on November 7, 2024 Mosaic Fertilizer, LLC ("Mosaic" or "Operator") filed an application to request a Proposed Change to the Project ("Application") to add approximately 178.3 acres to the Ona Mine, including previously vacated segments of Roy Road, Owen Roberts Road and Sidney Roberts Road; and remove 47.4 acres of undisturbed lands; and

B. Amend Paragraph 23 on page 10 as follows:

The Project shall be developed on the DO Property and shall consist of three parts – the OFGC consisting of 4,370 acres, and East Ona and West Ona consisting of ~~22,483~~ 22,614 acres as depicted on Exhibit "B", "Ona Mine Boundary Map", which is attached to this Development Order and incorporated into it by this reference.

C. The legal description for the Project attached to the existing Resolution 2018-20 as adopted on July 10, 2018, as "Exhibit A", is modified to include the area described in the legal description attached to this development order as Exhibit "B" and incorporated herein by reference.

D. The mine boundary map, Exhibit "B", for the Project attached to the existing Resolution No. 18-20 as adopted on July 18, 2018, is modified to include the area shown on Exhibit "A" attached to this resolution.

E. The MMRP as adopted on July 10, 2018, is modified to conform to the additional Findings of Fact noted below.

F. Except as amended herein, Resolution No. 2018-20, Development Order for Ona Mine, shall remain effective and enforceable.

G. Three copies of the updated MMRP reflecting all approved amendments shall be submitted to the Hardee County Mining Department within thirty (30) days of the effective date of this Resolution.

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

Section 4. **Effective Date.** This resolution shall take effect upon approval by the Board and signature by the Chairman.

Section 4. **Effective Date.** This resolution shall take effect upon approval by the Board and signature by the Chairman.

DULY APPROVED AND ADOPTED this 17th day of April, 2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS

OF HARDEE COUNTY, FLORIDA

_____

Russell Melendy, Chairman

ATTEST:

_____

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____

Sarah Johnston,
COUNTY ATTORNEY

Exhibit A

(Locations of Project Area)

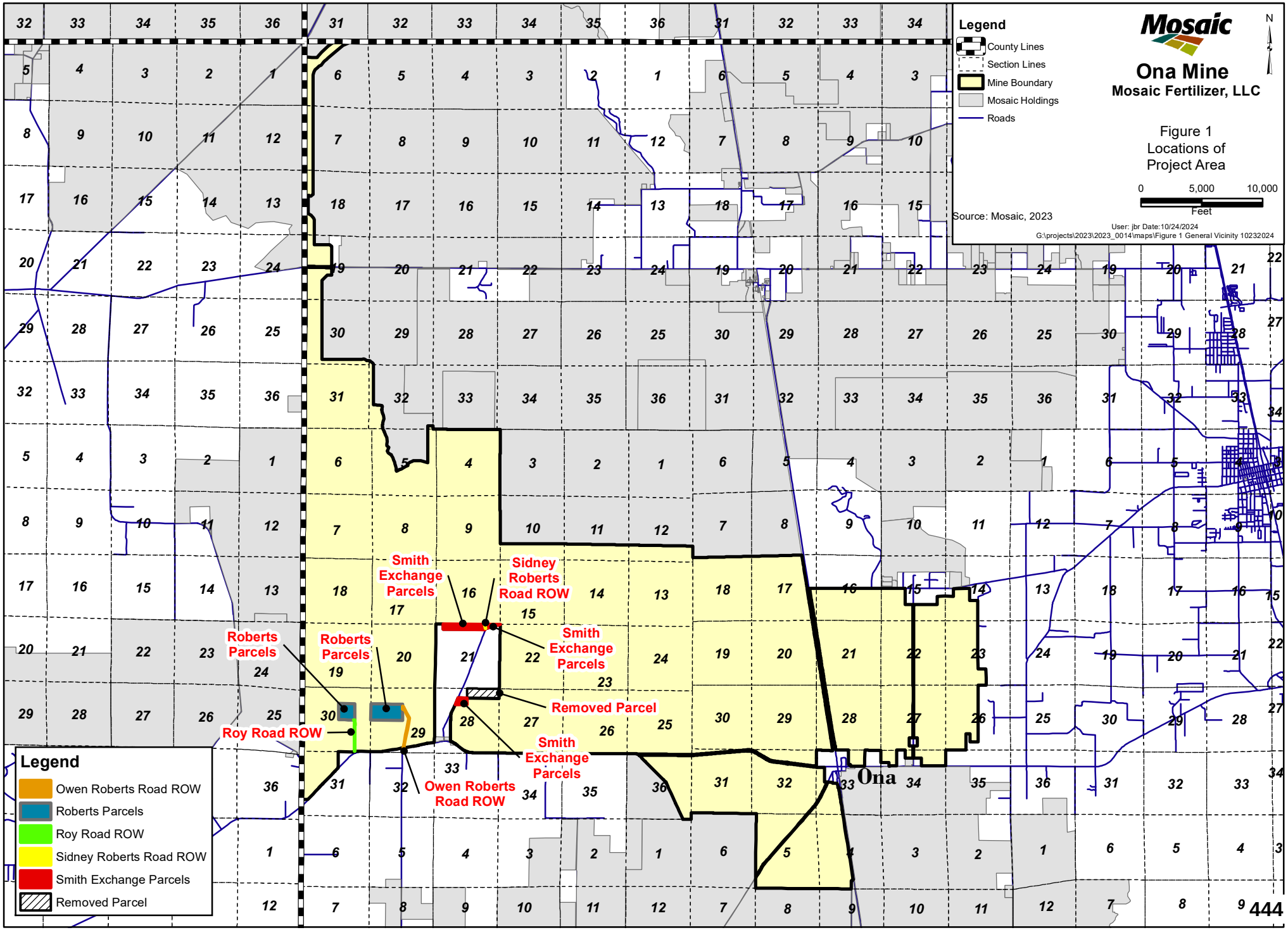

Legend
County Lines
Section Lines
Mine Boundary
Mosaic Holdings
Roads
Mosaic
Ona Mine
Mosaic Fertilizer, LLC
Figure 1
Locations of
Project Area
0
5,000
10,000
Feet
N
Source: Mosaic, 2023
User: jbr Date:10/24/2024
G:\projects\2023\2023_0014\maps\Figure 1 General Vicinity 10232024
Smith Exchange Parcels
Sidney Roberts Road ROW
Roberts Parcels
Roberts Parcels
Smith Exchange Parcels
Removed Parcel
Roy Road ROW
Smith Exchange Parcels
Owen Roberts Road ROW
Ona
Legend
Owen Roberts Road ROW
Roberts Parcels
Roy Road ROW
Sidney Roberts Road ROW
Smith Exchange Parcels
Removed Parcel

Exhibit B

(Legal Description)

LEGAL DESCRIPTION

The following parcels are to be added to the Ona Mine:

Parcel 1:

Parcel ID 29-34-23-0000-02440-0000

The S ½ of NW ¼ of Section 29, Township 34 South, Range 23 East, Hardee County, Florida. Subject to the Right-of-Way for Owen Roberts Road

Containing total gross acres 79.708 more or less

Less acres in Owen Roberts Road right-of-way 2.099 more or less

Parcel 2: Vacated Owen Roberts Road, Phase No. 2

All that part of the Owen Roberts Road right-of-way lying in the following parcels of land; (1) the E 1/2 of Section 29; (2) the S 1/2 of the NW 1/4 of Section 29.

Parcel 3:

Parcel ID 30-34-23-0000-05610-0000

The SW ¼ of NE ¼ of Section 30, Township 34 South, Range 23 East, Hardee County, Florida. Subject to the Right-of-Way for Roy Road

Containing total gross acres 40.014 more or less

Less acres in Owen Roberts Road right-of-way 0.030 more or less

Parcel 4: Roy Road Closure

All that part of the Roy Road right-of-way lying in the following 2 parcels of land; (1) The SE 1/4 lying North of Florida Department of Transportation Maintained Right-of-Way according to Map No. 06050-000 and (2) The NE 1/4. All lying in Section 30, Township 34 South, Ranger 23 East, Hardee County, Florida.

Parcel 5:

Parcel ID 21-34-23-0000-00900-0000

That part of the NE 1/4 of Section 21, Township 34 South, Range 23 East, Hardee County, Florida, lying Easterly of Sidney Roberts Road and Northerly of McLeod Road.

Containing 5.062 acres more or less

and

That part of the North 430.87 feet of the NE 1/4 of Section 21, Township 34 South, Range 23 East, Hardee County, Florida, lying Westerly of Sidney Roberts Road.

Containing 13.574 acres more or less.

and

That part of the NW 1/4 of Section 21, Township 34 South, Range 23 East, Hardee County, Florida described as follows:

Beginning at the NE corner of the NW 1/4 of said Section 21; thence S00°57'23"W along the East boundary of the NW 1/4, a distance of 430.89 feet to a point lying 430.87 feet South of the North boundary of said NW 1/4; thence N89°35'06"W parallel with said North boundary of the NW 1/4, a distance of 2,058.65 feet; thence N00°30'41"E, 430.87 feet to the North boundary of the NW 1/4; thence S89°35'06"E along said boundary 2,062.00 feet to the POINT OF BEGINNING.

Containing 20.379 acres more or less.

Parcel 6

Parcel ID 28-34-23-0000-07900-0000

That part of the NE 1/4 of the NW 1/4 of Section 28, Township 34 South, Range 23 East, Hardee County, Florida, lying Easterly of Sidney Roberts Road, less the North 780.00 feet thereof.

Containing 10.634 acres more or less

Parcel 7: Vacated Sidney Roberts Road

The North 333.86 feet of the NE¼ of Section 21 all lying in Township 34 South, Range 23 East, Hardee County, Florida.

And removing the following parcel from the Ona Mine Boundary:

That portion of Parcel ID 28-34-23-0000-07750-0000 lying easterly of Sidney Roberts Road in Section 28, Township 34 South, Range 23 East.

Containing 47.4 acres more or less

Exhibit C

Mosaic Fertilizer, LLC November 7, 2024 Ona Mine Amendment Application and Supporting Documents

(The Application is on file at the Hardee County Mining Department and are available for viewing, please call (863) 773-0136.)

AGENDA ITEM NO. 12.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Manager Non-Consent
AGENDA SECTION:	**COUNTY MANAGER NON-CONSENT**
SUBJECT:	**Terry Atchley, County Manager -** Annual Evaluation
SUGGESTED ACTION:	

AGENDA ITEM NO. 13.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 17, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**Sarah Johnston, County Attorney -** April 2025 County Attorney Report
SUGGESTED ACTION:	