Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

February 20, 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. **Todd Miller, Community Development Director -** Proclamation Declaring March 3-9, 2025, Flood Awareness Week

- Motion to approve the proclamation declaring March 3-9, 2025, as flood awareness month in Hardee County.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. Motion to approve the memorandum of agreement for use of WeatherSTEM stations between the County and the Florida Division of Emergency Management in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

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

C. Motion to approve the operating and capital budget amendments as presented.

D. Motion to ratify the County Manager's expenditures between $25,000 and $50,000 as presented.

E. Motion to approve Change Order No. 1 between the County and Nichols Contract, Inc. for the Courthouse Annex Elevator Modernization.

F. Motion to approve the purchase of a mobile 160KW generator for the Hardee County Jail in an amount not to exceed $119,000.

8. PRESENTATIONS

A. **Morgan Odum, The Mosaic Company -** Florida Fishing Trails Presentation

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. BUSINESS AGENDA - Ordinances:

A. **Casey Dasher, Public Safety Director -** Fire Prevention Ordinance 2025-01

- Motion to approve the final reading of Ordinance 2025-01, An Ordinance of the Board of County Commissioners of Hardee County, Florida, creating Chapter 15 of the Hardee County Code of Ordinances "Fire Prevention and Protection" to provide guidelines for fire prevention; providing for enforcement, imposition of penalties and administrative fines; providing for repeal, conflicts, severability, codification and for an effective date.

11. BUSINESS AGENDA - Action Items:

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

- Motion to approve Resolution 2025-29, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition of statutory dedication of Allen Road, as more particularly described herein, subject to the conditions set forth herein; providing for authorization, severability and for an effective date.

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

- Motion to approve the GNA Acres minor subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

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

- Motion to approve the Vang Lee Yang minor subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

D. **Lorie Ayers, General Services Director -** Watershed Planning Program Grant

- Motion to ratify the submission and acceptance of the Hazard Mitigation Grant Program Watershed Planning Program grant for creation of a stormwater master plan in the amount of

$800,000, authorizing matching funds in an amount not to exceed $200,000; 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. **Lorie Ayers, General Services Director -** Florida Rural Infrastructure Application

- Motion to ratify the submission and acceptance of the Florida Commerce Florida Rural Infrastructure Fund Program Grant for the Hardee County EOC Archeological Survey in the amount of $20,000; 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.

F. **Lorie Ayers, General Services Director -** Updated Mosquito Control Grant

- Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services Mosquito Control grant in the amount of $67,478.79, authorizing matching funds in an amount not to exceed $9,437.13; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

G. **Lorie Ayers, General Services Director -** Modification 1 to HMGP Grant H7039

- Motion to approve the submission and acceptance of modification 1 of the HMGP Grant H7039 for the Hardee County building department generator in the amount of $99,226; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

H. **Lorie Ayers, General Services Director -** Budget Amendments

- Motion to approve the capital budget amendments as presented.

I. **Bobby Keene, Capital Projects Manager -** Awarding Generator Purchase and Installation for the Building Department to Mid-Florida Diesel

- Motion to award the purchase and installation of a 50 KW generator for the building department to Mid-Florida Diesel in an amount not to exceed $99,226; subject to approval by the County Attorney, and authorization for the County Manager or Chair to sign any documents in furtherance thereof.

J. **Bobby Keene, Capital Projects Manager -** Work Order 4 for Professional Engineering Services Within Pioneer Park

- Motion to approve the continuing contract service agreement between the County and Craig A. Smith & Associates to include work order number 4 for Pioneer Park wastewater and potable water improvements, 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.

K. **Bobby Keene, Capital Projects Manager -** Resolution 2025-36 - Award ITB 25-002 to Syberstone LLC for Wi-Fi Installation at Hardee Lakes and Pioneer Park

- Motion to approve Resolution 2025-36, A Resolution of the Board of County Commissioners of Hardee County, approving the award of invitation to bid (ITB) number 25-002 for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park; authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Syberstone LLC in an estimated amount of $151,784; providing for authorization and providing for an effective date.

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

- Motion to approve Resolution 2025-33, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of invitation to bid number 25-001 for the construction of County Road 663 from south of State Road 64 at station 483+50.00 to north of DeSoto County Line at station 87+40.00; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Ajax Paving Industries of Florida, LLC, in an estimated amount of $5,412,203.80 accepting deductive alternates 1 and 2; providing for authorization and providing for an effective date.

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

- Motion to approve Resolution 2025-34, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L03 Florida project identification number 445070-1-54-01 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for authorization, severability, and providing for an effective date.

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

- Motion to approve Resolution 2025-35, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the construction of County Road 663 with FPID # 445065-01-54-01 (Segment 3); providing for severability and providing for an effective date.

O. **Christopher Simpron, Assistant City Manager -** Resolution 2025-37 - Transportation Off System Post Project Maintenance Agreement Between FDOT and Hardee County.

- Motion to approve Resolution 2025-37, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of the Transportation Off System Post Project Maintenance Agreement with the Florida Department of Transportation for the construction of sidewalks at West Main Street from Hanchey Road to west of Florida Avenue; providing for authorization, severability; and providing for an effective date.

P. **Christopher Simpron, Assistant County Manager -** Grant Applications for Florida Department of Transportation Fiscal Year 2026-31 SCRAP/SCOP Funding

- Motion to approve the submission of the Florida Department of Transporation SCRAP/SCOP grant application for Pool Road (south of County Road 664 to east of County

Road 664) in the amount of $3,293,207.35; 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.

Q. **Christopher Simpron, Assistant County Manager -** Grant Application for Florida Department of Transportation Fiscal Year 2026-31 SCOP Funding

- Motion to approve the submission of the Florida Department of Transportation SCOP funding for East-West Ten Mile Grade (from 0.30 miles east of Bridge #064120 to Marguerete Road at the Highlands County Line) in the amount of $3,371,176.07; 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.

R. **Lacey Webb, Parks, Recreation & Marketing Manager -** Gateway Entry Signs

12. APPOINTMENTS

A. **Terry Atchley, County Manager -** TDC Board Appointment

- Motion to appoint Kaylee Webb to the Tourist Development Council.

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

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

15. OTHER BUSINESS

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

17. REMINDERS

- February 25, 2025 - Mosaic Guided Tour
- February 27, 2025 - BOCC Special Workshop at 1:30 p.m.
- March 6, 2025 - BOCC Workshop at 8:30 a.m.
- March 19-20, 2025 - Rural Counties Day in Tallahassee
- March 25, 2025 - EDA Meeting at 8:30 a.m.
- March 27, 2025 - BOCC Meeting at 8:30 a.m.

18. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Todd Miller, Community Development Director -** Proclamation Declaring March 3-9, 2025, Flood Awareness Week
SUGGESTED ACTION:	- Motion to approve the proclamation declaring March 3-9, 2025, as flood awareness month in Hardee County.

ATTACHMENTS:
Proclamation.docx

Hardee County
FLORIDA

Proclamation

WHEREAS, Hardee County has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in the Peace River, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, Hardee County is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), declared the week of March 3rd-9th, 2025 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, The Board of County Commissioners of Hardee County, Florida do hereby proclaim March 3-9, 2025 as **FLOOD AWARENESS WEEK IN Hardee County** and further encourage the citizens of Hardee County to increase their knowledge of how to protect themselves and their property from flooding.

_____ _____

Russell Melendy Date

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Emergency Management
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the memorandum of agreement for use of WeatherSTEM stations between the County and the Florida Division of Emergency Management 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.
SUGGESTED ACTION:	

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

Hardee County FLORIDA

Emergency Management

To: Terry Atchley, County Manager

From: Lane Schneider, Emergency Management Director

Subject: MOA for the Use of WeatherSTEM Stations

Date: February 6th, 2025

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

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

The identified locations are:

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

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

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LANE SCHNEIDER
EMERGNECY MANAGEMENT DIRECTOR

MAILING ADDRESS
4O4 West Orange Street
Wauchula, FL 33873

PHONE
863-773-6373

WEBSITE
hardeecountyfl.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

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

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

Addendum

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

Serial Number	Address

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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:
asset trsf memo 020125.pdf
Transfer Forms.pdf
Asset Pictures.pdf
151-B.jpg

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Fixed Assets Disposition Form

Date: January 29, 2025

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

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

Staff recommends approval of these asset transfers.

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	258-B	2013 LANDPRIDE MOWER VIN# 797236	POOR
2	303-B	2011 BW1 1RH BOMAG ROLLER VIN# 901A22221048	POOR
3	312-B	2004 BW11RH ROLLER VIN# 901A22202090	POOR
4	RD-371	2004 JOHN DEERE 5105 BROOM TRACTOR VIN# LV5105C513200	POOR
5	313-B	2010 RP170 Roadtec Asphalt Paver VIN# RP-170-135	Poor
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

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

Custody Accepted: _____ Date ____/____/20____

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	258-B	2013 LANDPRIDE MOWER VIN# 797236	POOR
2	303-B	2011 BW1 1RH BOMAG ROLLER VIN# 901A22221048	POOR
3	312-B	2004 BW11RH ROLLER VIN# 901A22202090	POOR
4	RD-371	2004 JOHN DEERE 5105 BROOM TRACTOR VIN# LV5105C513200	POOR
5	313-B	2010 RP170 Roadtec Asphalt Paver VIN# RP-170-135	POOR
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

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

Custody Accepted: _____ Date ____ /____ /20____

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	247-B	2010 NEW HOLLAND TRACTOR VIN# ZAJH17984	POOR
2	151-B	1994 BUSH HOG MOWER VIN# 1200581	POOR
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

To: Fleet Maintenance Misti Flowers Date 1 /22/2025
(Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	247-B	2010 NEW HOLLAND TRACTOR VIN# ZAJH17984	POOR
2	151-B	1994 BUSH HOG MOWER VIN# 1200581	POOR
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

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

Custody Accepted: _____ Date ____ / ____ /20____

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	278-B	2016 D7E CAT DOZER VIN# SSH00337	POOR
2	200-B	2003 CAT D7R DOZER VIN# AEC00641	POOR
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

To: Fleet Maintenance Mitch Howers Date 1 /22 /20 25
(Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

	PRC #	Description	Condition
1	278-B	2016 D7E CAT DOZER VIN# SSH00337	POOR
2	200-B	2003 CAT D7R DOZER VIN# AEC00641	POOR
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

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

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

Custody Accepted: _____ Date ____ /____ /20____

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



2477B



258-B



RD-371



303-B



312-B



313-B

278B

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




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



AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the operating and capital budget amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:

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

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: January 29, 2025

There are three different operating amendments before the board.

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

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

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

Staff recommends approval of the attached operating amendments.

OPERATING BUDGET AMENDMENTS
2024-2025

February 1, 2024

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

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: January 29, 2025

There are four capital amendments before the board.

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

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

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

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

Staff recommends approval of the attached operating amendments.

CAPITAL BUDGET AMENDMENTS
2024-2025

February 1, 2024

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

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to ratify the County Manager's expenditures between $25,000 and $50,000 as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
contract memo.pdf
Expenditures.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 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Expenditures for Ratification

Date: January 31, 2025

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

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

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

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

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

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Change Order No. 1 between the County and Nichols Contract, Inc. for the Courthouse Annex Elevator Modernization.
SUGGESTED ACTION:	

ATTACHMENTS:

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

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Christopher Simpron, Assistant County Manager

From: Bobby Keene, Capital Project Manager

Date: February 6th, 2025

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

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

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

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

Hardee County
401 W Main Street, Wauchula, FL 33873

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

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

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

CHANGE ORDER

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

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

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

CONTRACTOR: Nichols Contracting, Inc.

CONTRACT FOR: Hardee County – Courthouse Annex Elevator Modernization

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

DESCRIPTION:

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

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

RECOMMENDED :

By Bobby Keene
BOBBY KEENE, CAPITAL PROJECTS MANAGER

ACCEPTED :

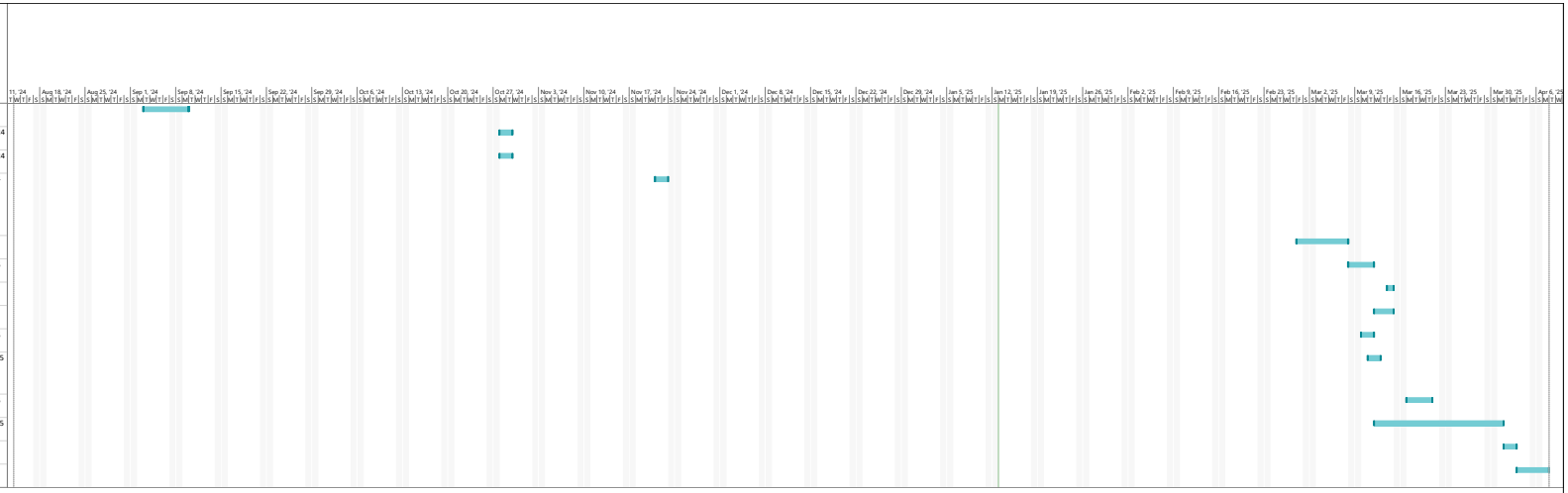
By _____
CONTRACTOR

APPROVED :

By _____
OWNER

END OF SECTION

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



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

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

AGENDA REQUEST FORM

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

Department/Agency Hardee County Capital Projects Department

Contact Person Bobby Keene Phone (863) 558-4781

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

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

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

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

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

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

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

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

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Item
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the purchase of a mobile 160KW generator for the Hardee County Jail in an amount not to exceed $119,000.

SUGGESTED ACTION:

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

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

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

From: Bobby Keene, Capital Project Manager

Date: February 6th, 2025

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

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

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

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

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

AGENDA REQUEST FORM

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

Department/Agency Hardee County Capital Projects Department

Contact Person Bobby Keene Phone (863) 558-4781

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

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

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

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

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

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

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

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

Quote No.: AO121624
Date:12/16/24

Power Systems Division

ST AUGUSTINE	ORLANDO	POMPANO BEACH	Tampa
500 World Commerce Parkway	9901 Ringhaver Dr.	2160 Blount Road	10421 Fern Hill Drive
St. Augustine, FL 32092	Orlando, FL 32824	Pompano Beach, FL 33069	Riverview, FL 33578
904-737-7730	**407-855-6195**	**954-971-9440**	**813-671-3700**

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

Purchase Agreement

Alan Obal
727-639-0599 - Cell

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

DESCRIPTION OF MATERIAL

(1) WANCO Silent Power Portable Diesel Generator Set

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

Serial Number: RPW531817
Current hours121

9 Pigtail
9 Camlocks

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

Rental Purchase Option:

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

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

Alan

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

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

Quotation accepted by: _____

Date: _____

Terms:

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

WSP220-R WANCO SILENT POWER DIESEL GENERATOR

ENGINE



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

GENERATOR

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

SYSTEM OUTPUTS

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

SYSTEM CONTROLS

- Deep Sea controller with heated display

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

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

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

SYSTEM CONTROLS (cont'd)

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

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

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

- Generator under voltage:

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

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

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

ELECTRICAL CONTROLS

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

ENCLOSURE

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

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

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

TRAILER

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

WEIGHTS & DIMENSIONS

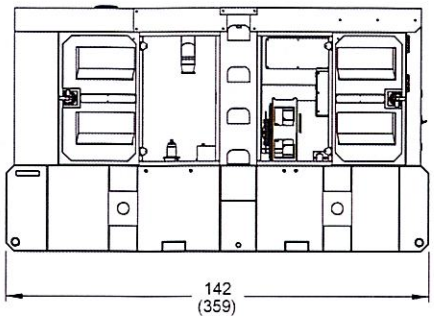
- Skid mounted
  - Dry weight: 7524 lbs. (3420 kg)
  - Operating weight: 9670 lbs. (4395 kg)
  - 141.3 x 47.24 x 81.67 (3.590 x 1.20 x 2.074 m)
- Trailer mounted
  - Dry weight: 9075 lbs. (4125 kg)
  - Operating weight: 11220 lbs. (5100 kg)
  - 208 x 81 x 87.75 in. (5.283 x 2.057 x 2.228 m)

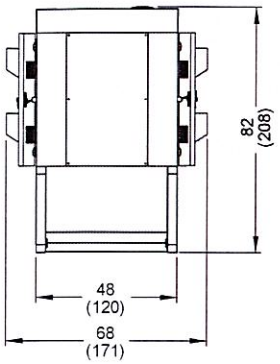
WARRANTY

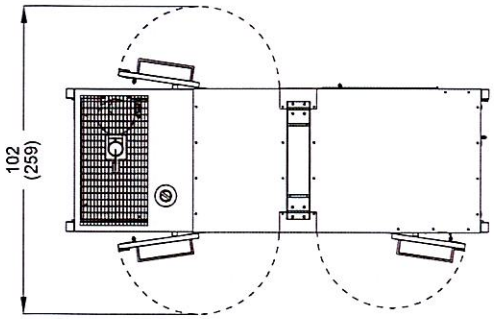
- 2 years/2,000 hours
  - Engines and alternators used in Wanco mobile generators carry a separate manufacturers (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. All warranty claims for defects in material and/or workmanship on Wanco product OEM components should be directed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

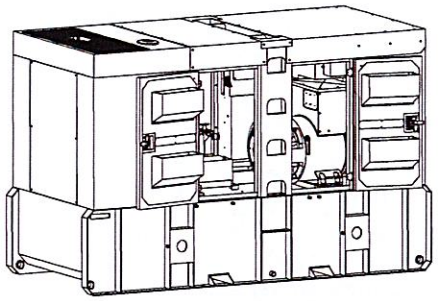
LINE DRAWINGS

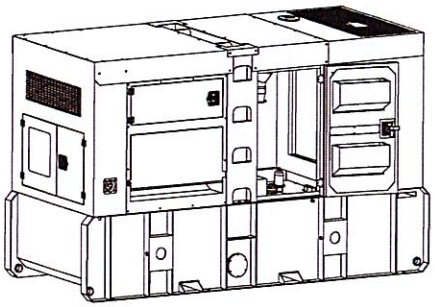
Dimensions in inches (cm)











AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Morgan Odum, The Mosaic Company -** Florida Fishing Trails Presentation
SUGGESTED ACTION:	

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Emergency Management
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Casey Dasher, Public Safety Director -** Fire Prevention Ordinance 2025-01
SUGGESTED ACTION:	- Motion to approve the final reading of Ordinance 2025-01, An Ordinance of the Board of County Commissioners of Hardee County, Florida, creating Chapter 15 of the Hardee County Code of Ordinances "Fire Prevention and Protection" to provide guidelines for fire prevention; providing for enforcement, imposition of penalties and administrative fines; providing for repeal, conflicts, severability, codification and for an effective date.

ATTACHMENTS:

Memo_Second Reading_Revised_Fire_Prevention_Ordinance (3).pdf
Chpt 15 Fire Prevention DRAFT .docx

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
149 KD Revell Road
Wauchula, FL 33873

PHONE
863-773-4362

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: Revision of Fire Prevention Ordinance

Date: February 17, 2024

This memo is for the second reading of the revised County Fire Prevention Ordinance. The first reading of the ordinance passed BOCC approval on January 16, 2025.

The updated ordinance consolidates the existing Fire Prevention Ordinance and Burn Ban Ordinance into a unified document. This revision ensures that the County's fire safety regulations are both current and comprehensive, aligning with modern best practices in fire prevention.

The previous ordinances, while effective over the years, had become fragmented and outdated. The revised ordinance addresses gaps, streamlining regulations and providing clearer guidance for both residents and businesses regarding fire safety and burn restrictions.

The revision of the Fire Prevention Ordinance is a critical step in enhancing the safety of our county's residents, businesses, and natural resources. By modernizing the ordinance language and updating safety procedures, the County is better positioned to prevent wildfires and respond more effectively to emergencies.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, CREATING CHAPTER 15 OF THE HARDEE COUNTY CODE OF ORDINANCES "FIRE PREVENTION AND PROTECTION" TO PROVIDE GUIDELINES FOR FIRE PREVENTION; PROVIDING FOR ENFORCEMENT, IMPOSITION OF PENALTIES AND ADMINISTRATIVE FINES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, authorizes the various counties of the State of Florida to adopt regulations in the interest of the public health, safety, and the general welfare of the public; and

WHEREAS, the Board of County Commissioners (the "Board") of Hardee County, Florida (the "County") desire to update the County Code of Ordinances as may be amended and revised from time to time, which serve as the laws and regulations of the County; and

WHEREAS, the Board has determined that it is in the best interests of the County to provide easily ascertainable regulations and requirements concerning fire prevention~~,~~ and

WHEREAS, it is desirable and beneficial to the citizens and residents of the County to protect the health, safety and welfare of the public by prescribing guidelines for fire prevention within the County; and

WHEREAS, this Ordinance was duly noticed and advertised pursuant to the law; and

WHEREAS, Chapter 15 "Fire Prevention and Protection" shall be created as provided for herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY:[1]

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Creation. That Chapter 15, "Fire Prevention and Protection," of the County Code of Ordinances is hereby created as follows:

CHAPTER 15 FIRE PREVENTION AND PROTECTION

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Article I. In General.

Section 15.1. Introduction and Title.

This Chapter sets forth Hardee County's rules and regulations for intended to control fire hazards; regulate the installation, use, testing, and maintenance of equipment; regulate the use of structures, premises, and open areas; provide for the abatement of fire hazards, establish responsibilities and the procedures for code enforcement; and setting for the standards for compliance and achievement of these regulations with the objective of improving public safety.

This Chapter shall be the "Hardee County Fire Prevention Code".

Section 15.2. Fire Prevention Division Established

15.2.1 In accordance with Chapter 633, F.S., the Fire Chief shall designate a Fire Official as Fire Marshal. The Fire Marshal of Hardee County shall be responsible for the enforcement of the Hardee County Fire Prevention Code. To assist in the performance of the responsibilities and duties placed upon the Fire Marshal of Hardee County, the Fire Prevention Division of Hardee County is hereby established, to be under the control of the Fire Chief.

15.2.2 The Fire Prevention Division within Hardee County Fire Rescue shall operate under the supervision of the Fire Marshal of Hardee County. In accordance with Chapter 633, F.S., the Fire Marshal shall be responsible for the direct administration and enforcement of the Hardee County Fire Prevention Code. The Fire Marshal may designate such number of Fire Inspectors as shall from time to time be authorized by the Fire Chief of Hardee County.

Section 15.3. Duties and Responsibilities

15.3.1 It shall be the duty of the Fire Marshal and his/her designees to enforce all rules and regulations of Hardee County Fire Prevention Code, which shall consist of but not be limited to the following:

(A) Prevention of Fires
(B) The storage and use of explosives and flammables
(C) Installation and maintenance of automatic and other fire alarm systems and fire extinguishing systems
(D) The means and adequacy of exits from buildings and all other places in which numbers of persons work, live, or congregate from time to time for any purpose, in case of a fire
(E) Investigation of the cause, origin, and circumstances of fires
(F) Maintenance of fire cause and loss records

Section 15.4. Definitions

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms not defined herein shall have the meaning found in the currently adopted edition of the Florida Fire Prevention Code.

Authority Having Jurisdiction ("AHJ") - Hardee County Fire Rescue through the Fire Chief and/or his designated State Certified Inspector

Building Code –The Florida Building Code, as amended from time to time, Chapter 553, F.S.

Building Rehabilitation - Any work on an existing building that includes repair, renovation, modification, addition, reconstruction, change of use, change of occupancy classification, change of subclassification or any building as described in NFPA 101, Chapter 43.

Division – the Hardee County Fire Prevention Division as established in Section 15.2.

Fire Department Access Road – The road or other means developed to allow access and operational setup for firefighting and rescue operations

National Fire Code – The compilation of the National Fire Protection Association codes, standards, guides, recommended practices, and manuals published by the National Fire Protection Association and as adopted by Hardee County Fire Rescue.

NFPA – National Fire Protection Association as referenced in the Florida Building Code. NFPA Standards or NFPA Codes # shall mean the referenced code or standard as compiled and published by the National Fire Protection Agency

Path of Egress – A path of travel from any point within a building, including but not limited to, the exit access, exit, and exit discharge as delineated on the life safety plan and/or as determined by the AHJ.

Story - That portion of a building including between the upper surface of a floor and the upper surface of the floor or roof next above. A parking area beneath a building is considered a story.

Substantial Damage – this shall have the meaning as provided in the ULDC.

Substantial Improvement – this shall have the meaning as provided in the ULDC.

Substantially Altered – A structural alteration increasing the square footage of an existing building such that the square footage of the entire building exceeds that listed in the Florida Fire Prevention Code, shall be considered a substantial alteration.

ULDC - shall be the Hardee County Unified Land Development Code

Section 15.5. Adoption and Conflicts.

15.5.1 Florida Fire Prevention Code (FFPC) –The Florida Fire Prevention Code as adopted by the State of Florida pursuant to Section 633.202, FS, as amended from time to time is hereby adopted and incorporated as fully as if set out at length herein, save and except such portions as are deleted, modified, added, or amended in this Chapter. Not less than one copy of the adopted issue of the Florida Fire Prevention Code of the National Fire Protection Association, and the adopted standards and codes of the National Fire Codes shall be filed in the office of Hardee County Fire Rescue and the provisions thereof shall be controlling within the limits of the County, and within any municipality which has entered into an interlocal agreement or contract for services from Hardee County Fire Rescue unless otherwise provided for. Whenever the Florida Fire Prevention Code as referenced herein and the Hardee County Code of Ordinances or the ULDC address an identical issue, the more stringent fire protection provisions shall apply unless otherwise prohibited by applicable Florida Law.

15.5.2 Florida Building Code (FBC) –All fire safety and/or protections standards or requirements of the Florida Building Code as identified in Section 15.4 of this Chapter are hereby incorporated and made a part of this Chapter Whenever the Florida Building Code or the Florida Fire Prevention Code addresses an identical issue, conflicts will be resolved in accordance with Section 533.73, F.S., as may be amended.

15.5.3 Hardee County Unified Land Development Code (ULDC) - Whenever there is a conflict between the ULDC and this Code, the more stringent fire protection provision shall apply.

Section 15.6 Application

15.6.1 The provisions of this Chapter shall apply to all buildings, structures, vehicles, marine vessels, premises, and conditions within the county. The provisions of this Chapter shall apply to existing and new buildings except as otherwise expressly and specifically provided for in this Chapter.. Structures, vehicles, marine vessels, premises, and conditions not in strict compliance with this Chapter may be permitted to continue unless, in the opinion of the Fire Marshal, they constitute a distinct fire hazard to life or property.

15.6.2 The provisions of this Chapter shall not apply to one- or two-family dwellings in the use or maintenance thereof, except that this Chapter shall apply whenever the activity or use of such dwelling creates a distinct fire hazard to life or property or is referenced by the Uniform Fire Safety Standards as provided for under Section 633.206 FS, as amended from time to time.

15.6.3 The provisions of this Chapter shall not apply to those buildings or structures specifically under the Uniform Fire Safety Standards of the State of Florida, as outlined in Section 633.206 FS, as amended from time to time.

15.6.4 The provisions of this Chapter shall be complied with whenever a building is built, or when an existing building meets the Classification of Rehabilitation Work categories as listed in Chapter 43 of NFPA 101.

15.6.5 The provisions of this Chapter, as far as they are substantially the same as existing provisions of law relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

15.6.6 The adoption of this Chapter or the repeal of any other existing provision of law, including regulations or orders, shall not be construed to alter any time limit that may have been imposed by any existing law, regulation, or order of the Fire Marshal or other authority relating to compliance with such limits.

15.6.7 If any provision of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this Chapter.

15.6.8 Existing Buildings that are occupied at the time of the adoption of this Chapter may be continued in use provided the following:

(1) The occupancy classification remains the same
(2) No serious life safety hazards exist that would constitute an imminent threat as determined by the Fire Marshal
(3) The building was not previously under review for Code compliance

Section 15.7: Authority

15.7.1 This Chapter is hereby deemed an exercise of the police powers of the County for preservation of public health, safety and welfare and all provisions of this Chapter shall be liberally construed for that purpose. This Chapter shall be administered and enforced by those fire officials who shall be qualified pursuant to Section 633.216, F.S.

15.72 The Board of County Commissioners may, by Resolution or ordinance, establish fees as determined necessary for the administration and enforcement of the provisions of this Chapter.

Section 15.8: Plans

15.8.1 The Fire Marshal or designee shall examine the submitted plans for evidence of compliance with this Chapter. A complete set of plans, drawings, and specifications (including but not limited to site, building, alarm, sprinkler, standpipe, hood exhaust systems, etc.) shall be submitted to the Division. Failure to do so will result in the issuance of a Stop Work Order, which will be enforced until the required material is provided.

15.8.2 All fire alarm, sprinkler system, hood, and extinguishing system drawings shall be submitted and approved prior to the commencement of any work on each respective system. Such system design criteria shall be included with the full architectural plan submittal.

15.8.3 The Division shall provide review comments following the rejection of any submitted plans.

Section 15.9: Fees for fire code inspections and other fire code inspection-related services/Permits

15.9.1 Fees shall be charged to the user/consumer for new construction permits, inspections, and yearly fire prevention code inspections and re-inspections performed on structures or buildings by Hardee County Fire Rescue as prescribed in the Hardee County Fee Schedule, adopted by Resolution. . Fees for other fire code inspection-related services, including, but not limited to, fire pump tests, hydrant tests, and preliminary plans review, shall be charged to the user/consumer as prescribed in the Hardee County Fee Schedule, adopted by Resolution.

15.9.2 This section shall not apply to single-family or duplex residential units, except where the installation of fire suppression systems, fire alarm systems, or liquid petroleum fuel tanks are proposed, or required by this Chapter, the Florida Building Code, the FFPC, or the ULDC.

Section 15.10 Enforcement and Penalties.

(A) *Responsibility for enforcement.* Hardee County Code Enforcement Officers shall have the power and authority to enforce this Chapter.

(B) *Penalties*. Penalties for violations of the ordinances to enforce shall be in the amount prescribed in the Schedule of Civil Penalties adopted by Resolution, or as otherwise provided in this Code or by law.

(C) Enforcement procedures. A violation of this Chapter shall be enforced pursuant to the procedures set forth in Chapter 3.

Section 15.11 Violations.

Except as otherwise may be provided for, any person violating any of the provisions of this Chapter shall be punishable as provided for in Chapter 3 of this Code.

Section 15.12 Other Remedies.

The procedures contained hereinare declared to be additional and supplemental means of enforcing the codes and ordinances of Hardee County, Florida. Nothing contained herein shall be construed as limited any of means of enforcement consistent with general or special law of the Hardee County Code of Ordinances.

Section 15.13 Appeals.

Appeals from this Chapter shall be in accordance with Section 3-8 of the Code.

Section 15.14 No Liability for Reasonable, Good Faith Trespass by Enforcement Officer.

The Hardee County Sheriff's Office and Officer's acting pursuant to this Code, any Code Enforcement Officer, any Animal Control Officer, and the County shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this Chapter.

Section 15.15 Abatement.

Failure to comply with or appeal the terms of this Chapter shall constitute a continuing nuisance. The County Manager or designee shall then have the authority, even during the pendency of an appeal, to promptly abate the nuisance, in whole or in part, at the expense of the owner. At least five days prior to an abatement of a nuisance pursuant to this Chapter, the County shall give notice to the owner of the property that the County will correct the violation if it is not otherwise corrected by the date specified in the notice and that all costs incurred will become a lien against the property. Such notice shall be provided in accordance with Chapter 3. The County, through its agents or authorized contractors, is authorized to enter upon the premises and take such steps as are reasonably necessary to effect abatement. The County shall not be required to have any nuisance abated by its contractors or agents.

Section 15.16 Abatement Nuisance Emergency.

The County Manager shall have the authority to promptly abate a nuisance that poses an immediate risk to the health, safety, and welfare of pedestrians, young children, and the general public, regardless of whether notice of the violation has been previously provided to the owner. Examples of such nuisances include, without limitation, obstructing access to a road, driveway, fire lane, etc. by a fire truck or other fire fighting apparatus. The County Manager or designee shall have the authority to order the immediate removal of the obstruction.

Section 15.17 Assessment of Cost of Abatement; Imposition of Lien.

As soon after such abatement as provided for herein is feasible, the cost, plus administrative costs and recording fees for abating the nuisance on such premises, shall be calculated and invoiced by the County to the owner of the premises. The cost plus said expenses are due and payable upon the date of the mailing of said invoice. Such additional charges are hereby declared to be necessary for the purpose of inspection and administration and enforcement of this Chapter. Thereupon, the County shall levy a special assessment lien in the amount of such cost plus administrative costs and recording fees against such premises. Such lien shall describe the premises and show the total costs assessed are due and payable. Until payment is complete, such assessments shall be legal, valid and binding obligation upon the property. Thirty days after the filing of the lien, interest shall begin to accrue at the rate of 12 percent per annum on any unpaid portion thereof.

Sections 15.18-15.19 Reserved.

Article II. FIRE PREVENTION REGULATIONS

Section 15.21: Periodic Fire Safety Inspections

15.21.1 The Florida Fire Prevention Code and the Florida Statutes provide that each county, municipality, and special district with fire safety responsibilities is required to enforce the Florida Fire Prevention Code. Such enforcement requires inspections of each new structure or building

whose occupancy type is defined by the state statute and the Florida Fire Prevention Code. Fire safety annual inspections shall be conducted on each existing structure or building as defined by the Ch. 633, F.S.and the Florida Fire Prevention Code as adopted by the State Fire Marshal.

15.21.2 No such building shall be occupied without the required fire safety inspection. The frequency of the inspections shall be in accordance with Section 15.38 of this Ordinance.

Section 15.22: Unnecessary/False Alarms

15.22.1 The purpose of this section shall be to regulate and control the malfunctioning, negligence, or unintentional act resulting in the unnecessary response of emergency vehicles. In the case of unnecessary/false alarms, the AHJ shall cause an investigation to be made and keep a record of the number of unnecessary/false alarms on file.

15.22.2. For this section, the definition of "twelve-month period" shall mean the twelve months immediately prior to the most recent fire alarm activation this department responded to which has been determined to be a nuisance or false alarm.

15.22.3 Persons owning, managing, or otherwise overseeing the premises shall be responsible for regulating and controlling the use and maintenance of an automatic fire alarm system for those premises. The transmission of an excessive number of unnecessary/false alarms, as defined herein as the result of malfunctions, negligence, or unintentional acts resulting in the necessary response of emergency vehicles shall constitute a violation of this Chapter. The owner, tenant, manager, or person in charge shall, after the performance of an investigation by the AHJ as to the causes for each such unnecessary/false alarm, be responsible for such violation and may be assessed a service fee pursuant to the Fire Prevention Service Fees Resolution. An excessive number of unnecessary/false alarms for any premises within the County is defined as six (6) or more such unnecessary/false alarms within any given twelve (12) month period.

15.22.3.1 For the first through third unnecessary/false alarms, , occurring in any given twelve-month period, no action will be taken.

15.22.3.2 For the fourth and fifth unnecessary/false alarms in the same twelve-month period, a warning in writing shall be issued.

15.22.4 All unnecessary/false alarms in excess of six (6) in one twelve-month period shall be assessed a fee as prescribed in the Schedule of Civil Penalties adopted by Resolution.

15.22.53 Construction Related Nuisance Alarm

15.22.5 Any active or open permitted work conducted by contractors, subcontractors, or other construction-related fields (i.e., painting, Demolition, etc.) resulting in a false and/or nuisance alarm shall be assessed a fee in accordance with Section 15.22until the time the permit is closed..

Section 15.23: Required Access for Fire Apparatus

15.23.1 Fire and Emergency access may be required by the Fire Marshal and shall meet or exceed the access requirements of NFPA 1, Chapter 18 taking into account aerial apparatus placement and operations, unless otherwise approved by the AHJ. Provide at least two (2) accessible sides of all commercial, professional, industrial, and multi-family occupancy buildings.

15.23.2 Emergency access shall be kept unobstructed at all times and from any future growth and shall be dedicated on the approved site plan for the life of the building.

15.23.3 Automatic Vehicle Access Control Gates

15.23.3.1 Plans for each automatic gate system shall be submitted to the Division for review and approval prior to the initiation of any construction.

15.23.3.2 When in the fully open position, gates shall allow not less than fifteen (15) feet of horizontal clear space, including the roadway surface, as measured from inside curb to inside curb. A vertical clear space of not less than thirteen (13) feet six (6) inches shall also be required.

15.23.3.3 Each system shall have as a minimum for operation

(A) Fire Department access shall be through the use of an access key switch. The key switch shall match the fire department key. The key switch shall be mounted at the gate entrance (as approved by the AHJ) as to ensure fire department access is not hindered due to the malfunction of the gate.

(B) In the event of power outages, a battery backup system shall cause the gate(s) to be opened on the entry side of the complex to allow for emergency access (see 13.3.2). The gate(s) shall remain in the fully open position until power is restored.

(C) Any additional automatic gate system standards shall be developed in conjunction with Hardee County to ensure Department access to gated subdivisions or developments through the use of an approved device or system.

15.23.3.4 If the gate is to be used for emergency access only, signage shall be installed on both the interior and exterior of the gate indicating the gate is to be used for emergency access only and prohibiting parking.

15.23.3.5 In the event the gate becomes non-operational, the gate shall be secure in the fully open position until such time as the minimum requirements as outlined above have been restored to a fully operational condition.

15.23.3.6 Upon initial acceptance of the automatic gate(s), fire department personnel shall mark the entry gate(s) with reflective tape markings. These markings shall be maintained by the property owner or management.

15.23.3.7 No automatic vehicle access gate or crossbar used for entry control shall be placed in service until such time as the opening features have been inspected, tested, and approved by the jurisdiction.

15.23.4 Fire Lanes

15.23.4.1 Fire Lanes, where required by the AHJ, shall meet the requirements of the Hardee County Land Development Code and NFPA 1. Where the Hardee County Land Development Code and NFPA 1 address identical issues, the more stringent fire protection feature shall apply.

15.23.4.2 Fire lanes shall be established and maintained on private property where the public has the right to travel by motor vehicle or where the public is permitted by invitation or by license to travel by motor vehicle, to the extent that any such lane is necessary for access to buildings by

fire trucks or other firefighting apparatus, as determined by the Fire chief or Fire Marshal, or designee.

15.23.5 Closing of Private Driveways, Roadways, and Entrances

15.23.5.1 It shall be unlawful for any person to have or cause to have any driveway, roadway, or entrance barricaded or blocked by obstacles which would interfere with the response of the Department or other emergency vehicles. If an existing building requires a change of access, the owners shall provide revised life safety plans and obtain a permit from the County.

15.23.6 Dead Ends

15.23.6.1 Dead End fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus. Turnarounds of the following dimensions shall be provided:

(1) Eighty (80') foot diameter cul-de-sac
(2) Eighty (80') foot Wye
(3) Eighty (80') foot Hammerhead
(4) Forty (40') foot Shunt

Diagrams of the same appear in the table located in Section 31 Table 1.

15.23.2 During Construction, when combustibles are brought onto the site in such quantities as deemed hazardous by the AHJ, access roads and a suitable temporary supply of water acceptable to the AHJ shall be provided and maintained. Where the access roadway cannot be provided, an approved fire protection system or systems shall be installed as required and approved by the AHJ.

15.23.7 Penalty. See Section 15.10

Section 15.24: Key Box / Lock Systems

15.24.1 When a structure is equipped with a fire alarm system, fire sprinkler system, or standpipe system or where required by the AHJ, an approved key box shall be required. The tumbler shall match the Fire Department key. The location of the box shall be approved by the Division. Keys shall be provided to gain access to the fire alarm panels, electrical room, sprinkler room, and any other area to which the department may require access. Applications for the key box may be obtained from the Division.

15.24.1.1 Installation of the key box shall be a maximum height of six (6) feet or as approved by the AHJ.

15.24.1.2 New buildings requiring a key box shall have a recessed-style box installed unless otherwise approved by the AHJ.

15.24.2 In the event manual gates are installed which would impede access to a building, or complex of buildings, the gate shall meet the minimum requirements for access and clearances as specified in Section 13.3.2 of this Code.

15.24.3 Penalty. See Section 15.10

Section 15.25: Storage and/or Use of Appliances

15.25.1 This section shall apply to all buildings and structures.

Exceptions: Two-family dwellings of one-story design and single-family dwellings or Commercial cooking appliances

15.25.2 For the purpose of this section, an outdoor cooking appliance shall mean any portable and non-portable cooking appliance, grill, stove, or smoker, fueled or powered by electricity, wood, charcoal, liquefied petroleum gas, natural gas, gasoline, kerosene, naphtha, alcohol, or other liquid or gaseous fuels.

15.25.3 Outdoor cooking appliances shall be operated a minimum of ten (10) feet from the exterior of buildings or structures.

15.25.4 It shall be unlawful for any person to use or cause to be used any outdoor cooking appliance on any balcony, within a screened enclosure, in any covered parking area, in any corridor or hallway, under any overhang, or within any area of any building or structure; notwithstanding the foregoing, a tabletop or counter top electric grill, with a cooking surface that is two hundred (200) square inches or less in size, may be used on a balcony, as long as the balcony is not enclosed or within a screened enclosure.

15.25.5 No person shall place or maintain any gas or propane cylinders on porches, breezeways, balconies, or attached garages of a multi-unit, multi-story building.

15.25.6 No person shall store or use any other heat-producing device or appliance which is determined by the AHJ to be unsafe due to its application or use.

15.25.7 Penalty. See Section 15.10

Section 15.26: Festival Seating

15.26.1 Festival seating as defined in the current edition of the Life Safety Code shall be prohibited in any building within Hardee County.

Section 15.27: Premise Identification for First Responders

15.27.1 All new and existing buildings shall include signage that identifies the building address. All such signs shall be permanent and shall meet the requirements of NFPA 1. All such signage shall be placed on buildings in such a manner that their address numbers are legible and visible from the road or street fronting the property.

Section 15.28: Fire Alarm Systems

15.28.1 General Requirements

15.28.1.1 Approved Fire Alarm Systems shall be installed in buildings as follows:

(1) All required Fire Alarm Systems shall be annunciated and monitored.

(2) Fire Alarm control panels or required remote annunciators shall be installed within six (6) feet of the primary entrance.
(3) Horn/Strobe lights shall be installed on the exterior of each building for which a fire alarm system is required so as to be easily seen from the street and its location approved by the AHJ. The light shall be either red or white in color.
(4) Outside Stem and Yoke (OS&Y) valves on fire line backflow preventers shall be equipped with tamper switches and secured through the use of chain(s) and lock(s).

Section 15.29: Fire Sprinkler and Standpipe Systems

15.29.1 General Requirements

15.29.1.1 Approved Fire Sprinkler Systems shall be installed in buildings as required by the currently adopted Florida Fire Prevention Code.

15.29.1.2 Electric fire pumps that are required to ensure adequate flow and pressure in the sprinkler system shall be connected to an emergency power system per the current edition of NFPA 70.

15.29.1.3 All buildings having a fire sprinkler system shall have an approved audible and visual waterflow alarm (horn/strobe) provided on the exterior of the building in an approved location, facing the street front of the building.

15.29.2 All newly installed underground piping supplying water-based extinguishing systems that utilize plastic compounds, shall be identified by tracing tape or an approved method, from the point of connection to the base of the riser.

15.29.3 All sprinkler system installations shall be approved by the AHJ and all sprinkler system connections to the public water distribution system shall be approved by either the Hardee County Utilities Department or the Utilities Department of the respective municipalities.

15.29.4 All fire department connections shall be located on the private property side of the fire line backflow preventer unless a specific exception is issued in writing by the Fire Marshal. Such connection shall be attached directly to the backflow preventer, or approved free-standing FDC, and shall be a 2 ½" or 5" Storz connection unless otherwise approved by the AHJ.

15.29.6 Preplanned Sprinkler System Impairments

15.29.6.1 The requirements of the current edition of NFPA 25 and the Florida Administrative Code (FAC) shall apply to fire sprinkler system impairments.

15.29.2 The AHJ shall be notified by the building/property owner, occupant, the impairment coordinator, or the licensed contractor conducting the work which will cause the scheduled impairment, no less than three (3)
business days prior to the scheduled impairment. This will allow the building owner, agent, contractor, or other responsible parties to notify the AHJ of all arrangements to ensure life safety is upheld.

15.29.7 Standpipe and/or Hose Connections

15.29.7.1 Standpipes and/or hose connections shall be required for buildings three (3) or more stories in height.

15.29.7.2 Locations of standpipes and/or hose connections shall be required at each level and shall be approved by the AHJ.

15.29.7.3 Installations shall be in accordance with NFPA 14.

15.29.7.4 The AHJ may waive this requirement when firefighting access can be accomplished with pre-connected hoses to remote locations from firefighting apparatus.

15.29.7.4.1 Any such waiver as outlined in **15.29**.7.4 shall be authorized in writing for the AHJ and such waiver shall be acquired prior to initiation of any construction.

Section 15.30: Fire Protection Water Supply

15.30.1 In all developments, the adequacy of fire protection services, water capacity, hydrant locations, fire lanes, and maneuvering areas are subject to the approval of the Fire Marshal with the requirements set forth herein determined as minimum provisions.

15.30.2 All fire hydrants, wet or dry, shall be installed in accordance with the requirements of NFPA as referenced in the FFPC.

15.30.3 Fire hydrants shall be installed in all new developments that meet any of the following criteria:

(1) All developments that require an extension of the water distribution system

(2) All developments that require submission of a preliminary site plan as set forth in the Hardee County Land Development Code

(3) When, in the opinion of the AHJ, access to or distance from public fire hydrants would hamper or impair Firefighting operations

(4) All new water distribution systems shall be considered for hydrant locations and spacing by the AHJ

15.30.4 Approved Fire Hydrant: an approved fire hydrant shall mean a fire hydrant connected to a water main of not less than six (6) inches in diameter and shall meet the performance standards required by the AHJ, or its designee, and shall have one (1) 4 ½" and two (2) 2 ½" hose connections. All hydrant installations shall be approved by the jurisdiction in which they are located as pertains to the availability of water pressure, volume, and reliability of water service.

15.30.5 A fire hydrant shall be located within one hundred (100) feet from the fire department connection, as measured by the normal route of travel or as otherwise approved by the AHJ.

15.30.6 No person shall place or keep any post, fence, vehicle, growth, vegetation, trash, or storage of other materials that would obstruct a fire hydrant or fire protection appliance and hinder or prevent its immediate use by fire department personnel. Fire hydrants and fire protection appliances shall be maintained readily visible.

15.30.7 The following clearances shall be maintained for all fire hydrants and fire protection appliances.

(1) A clearance of five (5) foot clear space shall be maintained around the circumference of the fire hydrant and/or appliance, except as otherwise required or approved.

15.30.8 Reflective Markings

(1) Blue Markers shall be placed to indicate the location of a Hydrant
(2) Red Markers shall be placed to indicate the location of Fire Department Connections to a sprinkler or standpipe system

15.30.9 Dry Hydrants and alternate water supplies for firefighting purposes shall comply with the most current edition of the Florida Fire Prevention Code and NFPA 1142, Standard for Water Supplies for Suburban and Rural Fire Fighting including Annex A & B.

15.30.10 All exterior fire protection piping must be painted red or a contrasting color from the building.

Section 15.31: Mobile Food Dispensing Vehicle (MFVD)

15.31.1 Mobile and/or temporary cooking operations shall be inspected prior to operation at each event/location within the county.

15.31.2 Cooking equipment used in mobile and/or temporary cooking concessions, such as trucks, trailers, and/or buses shall comply with NFPA 1, NFPA 10, NFPA 96, FFPC, FAC 5K, and/or FAC 61C, as applicable.

15.31.3 Each vendor shall be properly licensed by the Florida Department of Business and Professional Regulation (DBPR), Division of Hotels and Restaurants, and/or the Florida Department of Agriculture, Division of Food Safety.

15.31.4 Penalty. see Section 15.10

Section 15.32: Fireworks

15.32.1 Permits for fireworks displays, flame effects, and pyrotechnics shall be regulated by the applicable provision of this Code, including NFPA 1123, NFPA 1126, and NFPA 160.

15.32.2 Any fair, association, amusement park, other organization, individual or group of individuals shall apply to the AHJ of Hardee County Fire Rescue for a permit for the display and loading of fireworks, flame effects or pyrotechnics at least fifteen (15) days in advance of the date of display. The application shall contain all of the following:

(1) The exact location of the display
(2) The number, type, and size of the pyrotechnics and/or fireworks to be displayed.
(3) The name and qualifications of the individuals performing the display.
(4) Proof of liability insurance in the amount of $1,000,000.00 (one million dollars), minimum, in which the County is named as a co-insured party.
(5) A non-refundable application fee, per the fee schedule.

15.32.3 The AHJ or his designee shall issue a permit to the applicant upon satisfaction of the conditions listed in the above section, including NFPA 1123, NFPA 1126, and NFPA 160.

15.32.4 Standby fire watch shall be on duty from the time of display set up, during the display, and until termination of the display and removal of all fireworks, debris, pyrotechnical materials, and devices from the site.

15.32.5 The requirements for the use of pyrotechnics before a proximate audience shall be in accordance with the standards as set forth in the FFPC.

15.32.6 Any indoor use of pyrotechnics shall not be permitted in buildings or any portion thereof unless protected by an approved automatic sprinkler system.

15.32.6.1 Indoor use of pyrotechnics shall be prohibited in temporary structures such as tents and canopies.

15.32.7 Penalty. See Section 15.10

Section 15.33: Alternate Fire Extinguisher Placement

15.33.1 Application. This alternative to fire extinguisher placement shall apply to multi-unit residential buildings only.

15.33.2 Where, in the opinion of the AHJ, it is difficult or impractical to have fire extinguishers inside each residential unit inspected and tagged annually, as required by FFPC, and verified by the Division, the AHJ may require that the fire extinguishers be installed on the exterior of the structure.

15.33.3 All other requirements of NFPA 10 shall be maintained.

15.33.4 Penalty. See Section 15.10

Section 15.34: Certificate of Inspection

15.34.1 No building shall be occupied in whole or in part without the approval of, and issuance of a Certificate of Occupancy inspection report being completed and filed by the AHJ.

15.34.2 A Certificate of Occupancy shall not be issued until the occupancy has passed inspection by the Hardee County Fire Prevention Division and said fees have been paid in full.

15.34.3 Penalty. See Section 15.10

Section 15.35: Change of Use/Occupancy

15.35.1 The Division shall only conduct its inspection when there is a change of use/occupancy after the Hardee County Zoning Department and the Hardee County Building Department have inspected the premises to ensure the structure(s) is/are properly zoned and in compliance with applicable Florida Building Codes.

15.35.2 No building that requires a certificate of occupancy (CO) from the Building Offical shall be occupied for any purpose until a Fire Department fire final inspection has been approved

Section 15.36: Cease and Desist Order or Stop Work Order

15.36.1 Whenever the violation of any provision of this Code presents an immediate danger to life, safety, or property or when any new construction or existing building is occupied in whole or in part in violation of the provisions of this Code, or when any fire, explosion or other such disaster occurs and presents an immediate danger to life or property, the AHJ shall immediately post, or cause to be posted a Cease and Desist Order, Stop Work Order or other approved signage or documentation on the premises and shall suspend any and all use of the building, marine vessel, structure, or premises until such time that the danger to life or property has been removed or correction to the violation has been made.

15.36.2 If it is determined by the AHJ that a violation specified in this subsection exists, the AHJ or designee may issue and deliver to the person committing the violation an order to cease and desist from such violation, to correct any hazardous condition, to preclude occupancy of the affected building or structure, and/or vacate the premises of the affected building or structure. Such violations include one or more of the following:

(1) A violation of any provision of this section, of any rule adopted pursuant thereto, of any applicable Uniform Fire Safety standard adopted pursuant to Florida Law, which is not adequately addressed by an alternative requirement adopted on a local level.

(2) A substantial violation of an applicable minimum Fire Safety standard adopted in pursuance to Florida Law, which is not reasonably addressed by any alternative requirement imposed at the local level, or an unreasonable interpretation of any applicable minimum fire safety standard, and which violation or interpretation clearly constitutes a danger to, safety, or property.

(3) A building or structure that is in a dilapidated condition and as a result thereof creates a danger to life, safety, or property.

(4) A building or structure that contains explosive matter or flammable liquids or gases constituting a danger to life, safety, or property.

15.36.3 If, during the conduct of a fire safety inspection authorized by Florida Law, it is determined that a violation described in this section exists that poses an immediate danger to the public health, safety, or welfare, the AHJ may issue an order to vacate the building in question, which order shall be immediately effective and shall be an immediate final order. With respect to a facility under the jurisdiction of a District School Board or Community College Board of Trustees, the order to vacate shall be issued jointly by the District Superintendent or College President and the AHJ.

15.36.4 The AHJ may seek an injunction in the Circuit Court of Hardee County to enforce an order issued pursuant to this subsection.

15.36.6 Penalty. See Section 15.10

Section 15.37: Burn Ban Implementation Procedures

15.37.1 Hardee County Fire Rescue finds and declares that the provisions of this Section are necessary to protect the health, safety, and welfare of the Hardee County Citizens and their property when extreme dry weather conditions due to lack of normal precipitation increase the threat of fire or other disaster, thereby threatening the safety of life and property. Outside burning in unauthorized areas during dry weather conditions increases the danger of wildfires throughout the County. The purpose and intent of this Section is to provide an orderly and expeditious procedure for implementing a ban on open burnings when extreme dry weather conditions warrant such a ban.

15.37.2 Burn Ban

(1) The County Manager shall have the power, duty, and responsibility to sign a Burn Ban Executive Order prohibiting all open burning within the County when dry weather conditions result in a Keetch-Byram Drought Index reading is 600 or higher, or under the advisement of the Fire Chief or his designee. Unless otherwise provided, the Burn ban shall take effect upon the County manager signing the Executive Order.

(2) The burn ban prohibition will continue to be in effect in seven (7) day increments for as long as the Keetch-Byram Drought Index is at or above 600, or under the advisement of the Fire Chief or his designee, unless rescinded as provided in this section.

(3) This burn ban prohibition will be lifted after the Keetch-Bryam Drought Index has fallen below 600 for at least seven (7) consecutive days, and any further disaster is mitigated.

(4) If the Keetch-Byram Drought Index falls below 600 for at least seven (7) consecutive days, and any further disaster has been mitigated calling for the rescinding of the Burn Ban Executive Order, and the County Manager or designee shall have the authority to rescind the Burn Ban Executive Order.

15.37.3 Publication of Burn Ban

(1) The Fire Chief or his designee shall immediately publish the Burn Ban on and in all forms of media for general circulation in Hardee County for a minimum of 7 days. A copy of the Burn Ban shall be kept available for public inspection during the regular business hours of the office of the Clerk of the Board of County Commissioners.

15.37.4 Applicability

The Burn Ban shall apply to all unincorporated areas of Hardee County and within the corporate limits of each Hardee County municipality where Hardee County Fire Rescue is the provider of fire services and the governing body certifies to the Board of County Commissioners that the municipality adopted the Burn Ban through the governing body and desires to be subject to the provisions of this Burn Ban.

15.37.5 Penalty See Section 15.10**.**

Section 15.38: Minimum Inspection Frequency

Occupancy Risk	**Frequency**
High	Annual
Moderate	Biennially

Low Critical Infrastructure	Triennially Per AHJ

Occupancy Risk Defined

High-Risk Occupancy. An occupancy that has a history of high frequency of fires, high potential for loss of life or economic loss, or that has a low or moderate history of fires or loss of life but the occupants have a high dependency on the built-in fire protection features or staff to assist in evacuation during a fire or other emergency

- Examples of high-risk occupancies could include multiple family swellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, child care, detention, educational, health care, and industrial.

Moderate-Risk Occupancy. An occupancy that has a history of moderate frequency of fires or a moderate potential for loss of life or economic loss

- Examples of moderate-risk occupancies could include ambulatory health care and industrial occupancies that do not maintain, store, use, or handle hazardous materials in excess of exempt amounts.

Low-Risk Occupancy. An occupancy that has a history of low frequency of fires and minimal potential for loss of life or economic loss.

- Examples of low-risk occupancies could include storage, mercantile, and business

Critical Infrastructure. The assets, systems, and networks, whether physical or virtual, that are so vital to the community that their damage or destruction would have a debilitating effect.

- Examples of critical infrastructures could include water treatment plants, special structures, public safety buildings, and power plants.

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

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

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

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

PASSED ON FIRST READING on the ___ day of January, 2025.

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

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Russell A. Melendy, Chair

ATTEST:

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

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Sarah Johnston, County Attorney

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tara Holton, Project Coordinator & Right of Way Agent -** Resolution 2025-29, Certification of Statutory Dedication for Allen Road
SUGGESTED ACTION:	- Motion to approve Resolution 2025-29, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition of statutory dedication of Allen Road, as more particularly described herein, subject to the conditions set forth herein; providing for authorization, severability and for an effective date.

ATTACHMENTS:

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

Hardee County
FLORIDA

Public Works
Road and Bridge Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

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

From: Tara Holton, Project Coordinator/ROW Agent

Date: February 6th, 2025

Re: Statutory Dedication of Allen Road

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

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

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

RESOLUTION NO. 2025-29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: _____
Russell Melendy, Chair

(SEAL)

ATTEST:

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

Approved as to Form, Content & Legal Sufficiency:

_____
Sarah Johnston, County Attorney

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

HEARTLAND SURVEYING LLC

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

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

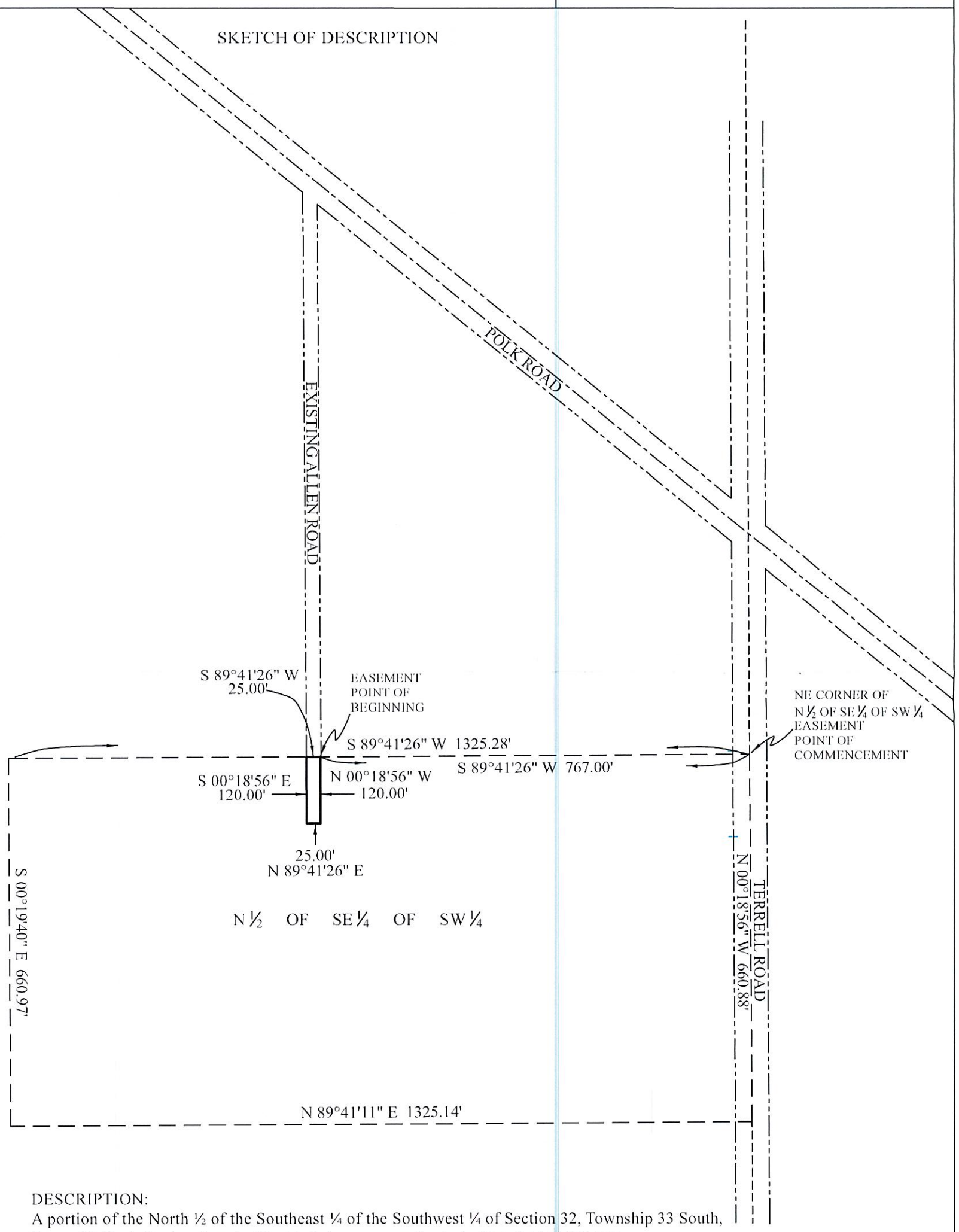
CERTIFIED TO:
-DOUA THAO AND KIA YANG

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

JOB #: 8314

SCALE: 1" = 200'

SKETCH OF DESCRIPTION



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

PROPERTY ADDRESS:
HARDEE COUNTY, FL

SURVEY TYPE: SPECIFIC PURPOSE

SURVEY DATE: 12-05-24

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

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

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

DocuSigned by:
William Waters
9B998E574CFA4D7...

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

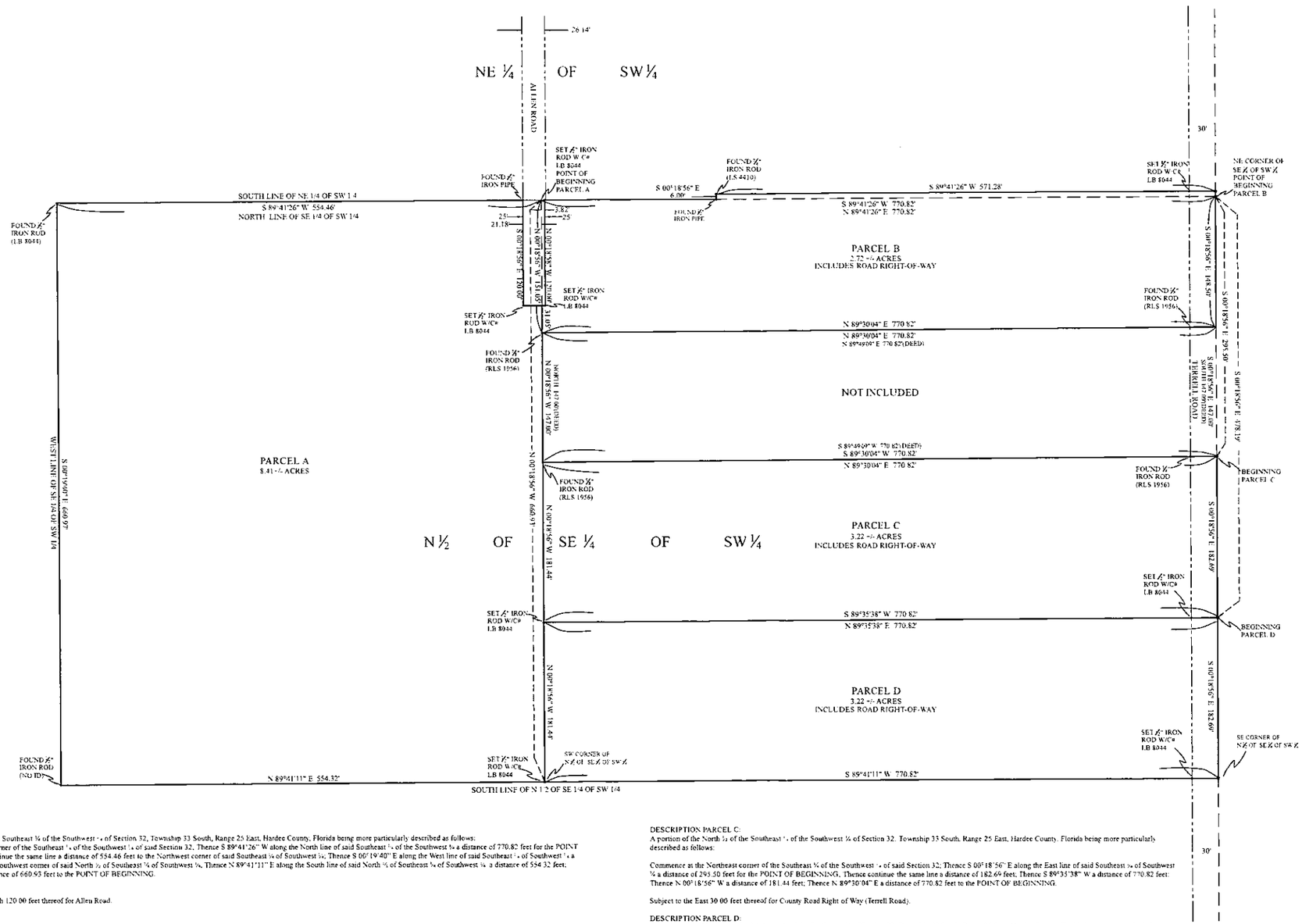
WILLIAM R WATERS License Number 6795 STATE OF FLORIDA Professional Surveyor and Mapper

NOT VALID WITHOUT
SIGNATURE AND
RAISED SEAL.

TRUE HAVEN

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

SCALE: 1" = 60'



CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

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

_____ _____
WITNESS OWNER

_____ _____
WITNESS OWNER

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

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

_____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

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

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

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

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

APPROVAL

_____
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

_____
COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

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

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

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

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

LESS AND EXCEPT

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

AND ALSO

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

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

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

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

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

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

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

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

CERTIFICATION OF STATUTORY DEDICATION
FLORIDA STATUTES SECTION 95.361

Allen Road

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

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

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

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

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

_____
Russell Melendy, Chair
Board of County Commissioners

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

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

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

PLEASE DO NOT PRINT ON CLASSIFIED PAGES

NOTICE OF ACKNOWLEDGEMENT OF ROADWAY MAINTENANCE

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

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

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

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

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

_____

Russell Melendy, Chair
Hardee County Board of County Commissioners

Hardee County
FLORIDA

BOCC Meeting

FEBRUARY 20, 2024



Allen Road

STATUTORY DEDICATION OF ALLEN ROAD

Hardee County
FLORIDA

Allen Road Location

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



Hardee County FLORIDA

Residents Request for Statutory Dedication

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

Hardee County FLORIDA

Layout Of Parcels

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


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

Approval of the Board

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



Conclusion

Questions?

Hardee County FLORIDA

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

Certification for ROW Survey or Sketch

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

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

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

Victoria L. Rogers, Clerk of Courts

By: _____
Deputy Clerk



Heartland Survey 12/6/2024



Heartland Survey 12/6/2024

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director -** GNA Acres Subdivision
SUGGESTED ACTION:	- Motion to approve the GNA Acres minor subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
BOCC Agenda Packet- GNA Acres SD Revised.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

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

I request the following item be placed on the 02/20/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

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

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

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

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

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

STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

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

Request:	Request for a Minor Subdivision to subdivide three (3) new 1.18 +/- acre parcels out of an existing 4.7 +/- acre parcel zoned F-R (Farm Residential) in the Residential Low Future Land Use Category.
Property Owner/Applicant:	Farr Groves, LLC **co: Nicole & Chad Anderson** PO Box 995, Wauchula, FL 33873
Location:	Johns Rd, Hardee County Located on the east side of Johns Rd, South of Altman Rd and West of S. Florida Ave.
Parcel Identification:	16-34-25-0000-01910-0000
Site Size:	**4.7** +/-acres
Existing Zoning/Land Use:	**F-R** zoning/**Res-Low** FLU
Surrounding Zoning/Land Use:	Adjacent properties: **North:** F-R/Residential Low **South:** P-1/Residential Low **East:** F-R/Residential Low **West:** A-1 zoning/Agriculture FL

STAFF ANALYSIS

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

9.11.05.01 Approval of Minor Subdivisions

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

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

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

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

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

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

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

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

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

Staff Response: N/A

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

Staff Response:

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Response: N/A

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

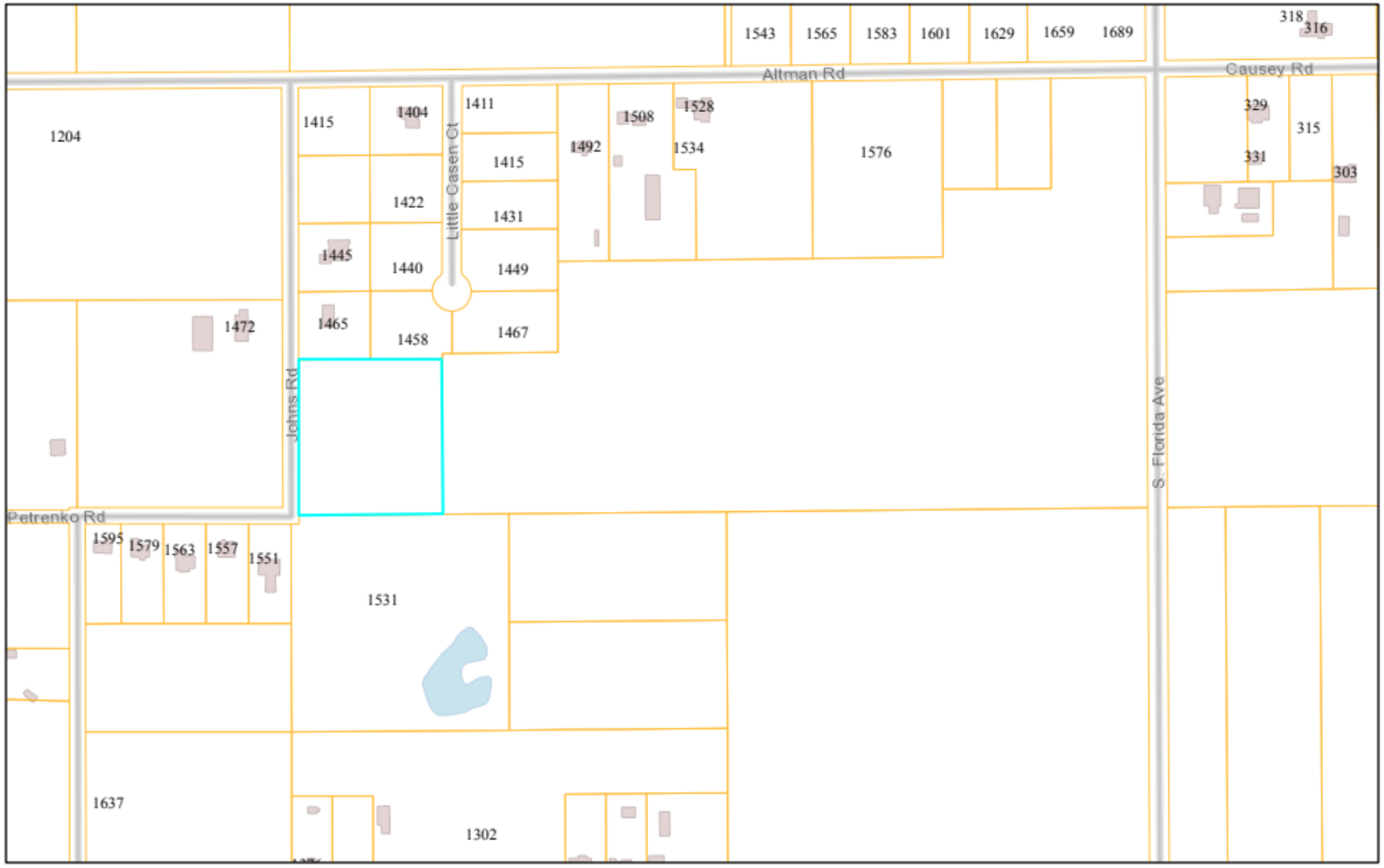
Staff Response: The property is not located on an access management corridor. Access drives to a county-maintained right-of-way require a driveway permit at the time of development.

CONCLUSION

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

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

GNA Acres Subdivision - Location Map



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

Address Point

Owner Parcels

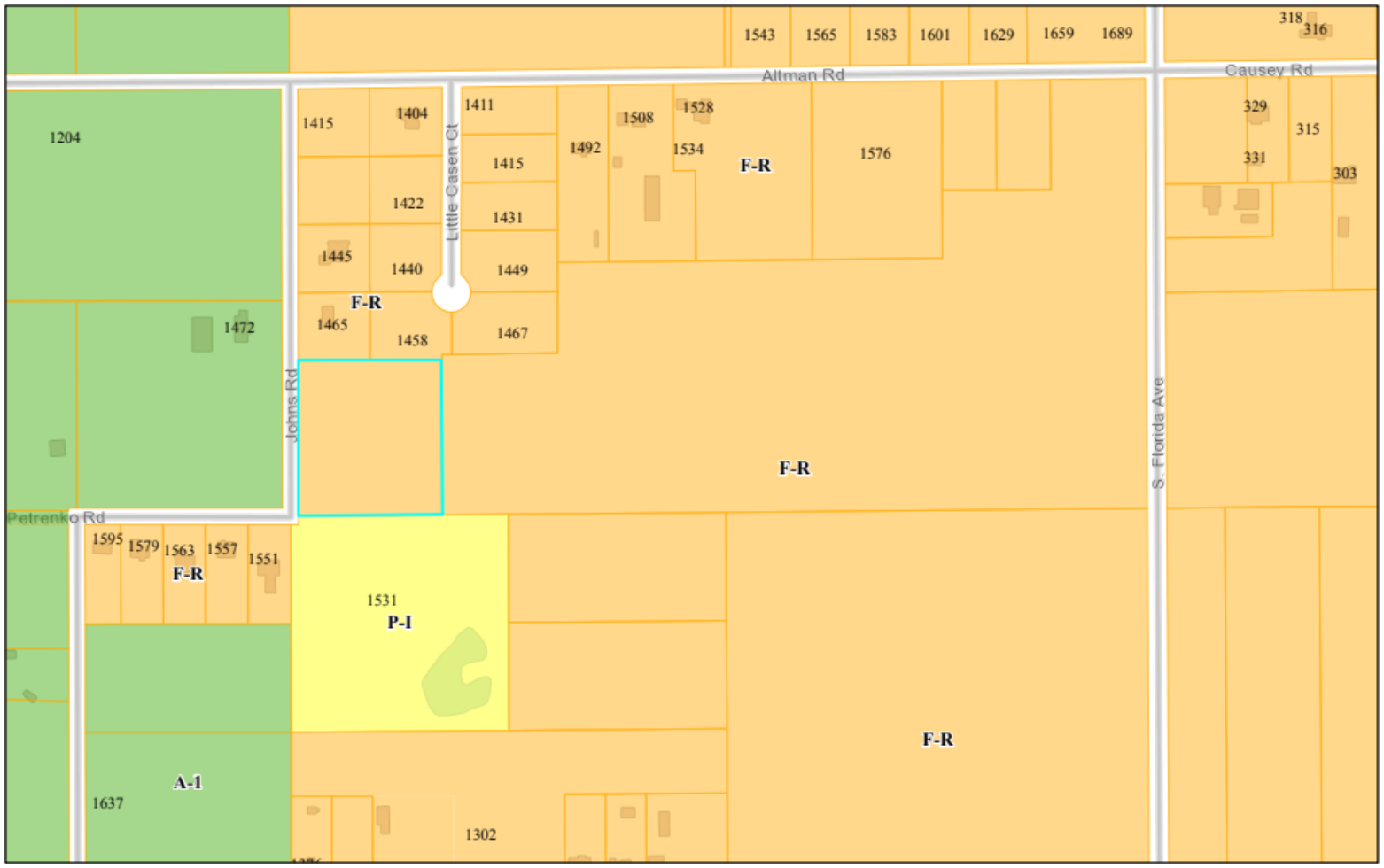
1:5,712

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri., Inc., City of Naperville, Illinois

GNA Acres Subdivision - Zoning Map



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

1:5,712

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri., Inc., City of Naperville, Illinois

Address Point

Owner Parcels

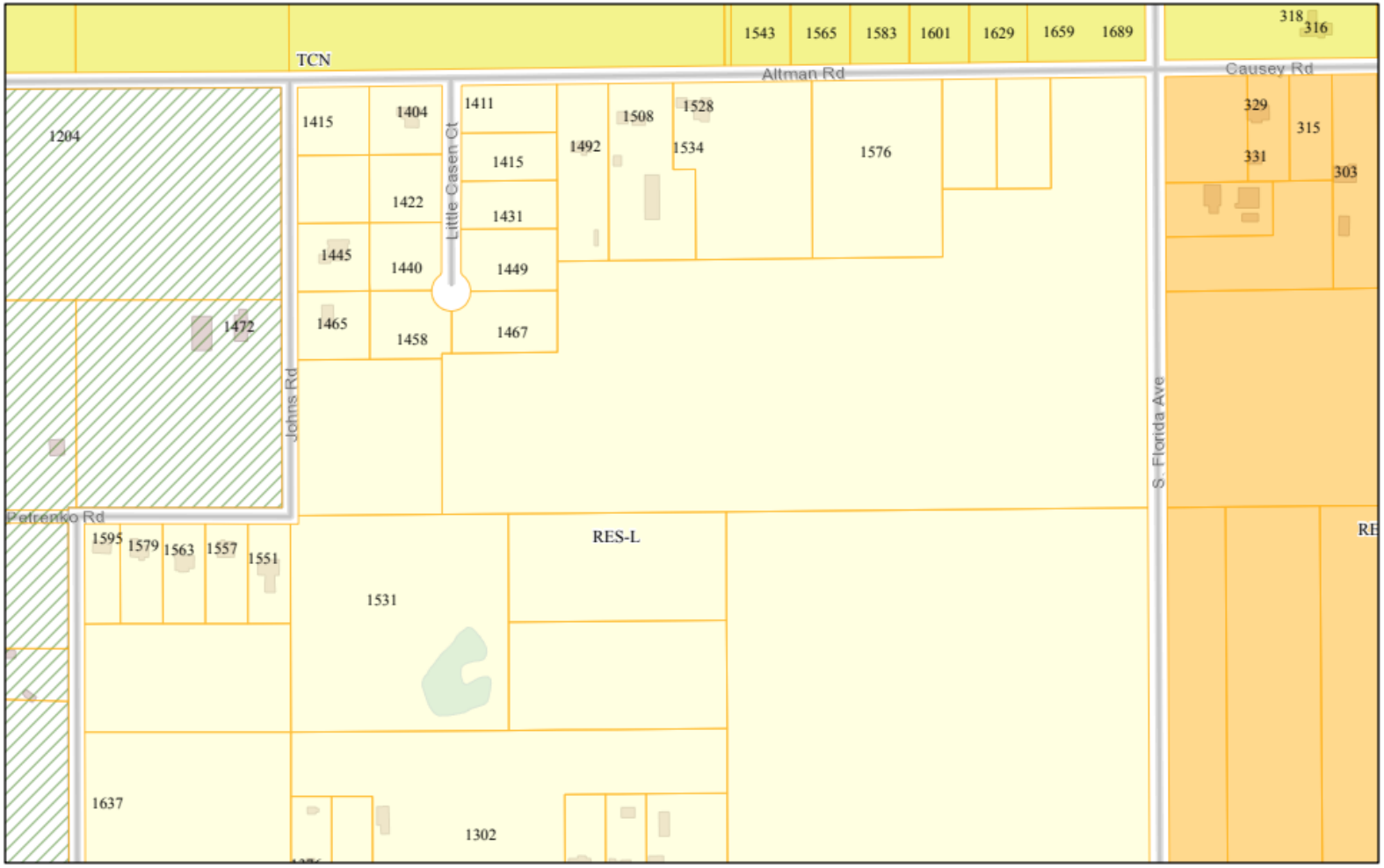
Zoning

A-1 - (Agriculture)

F-R - (Farm Residential)

P-I - (Public Institutional)

GNA Acres Subdivision - FLU Map



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

Address Point

Owner Parcels

Future Land Use

AGRICULTURE

RESIDENTIAL LOW

RESIDENTIAL HIGH

TOWN CENTER

1:5,712

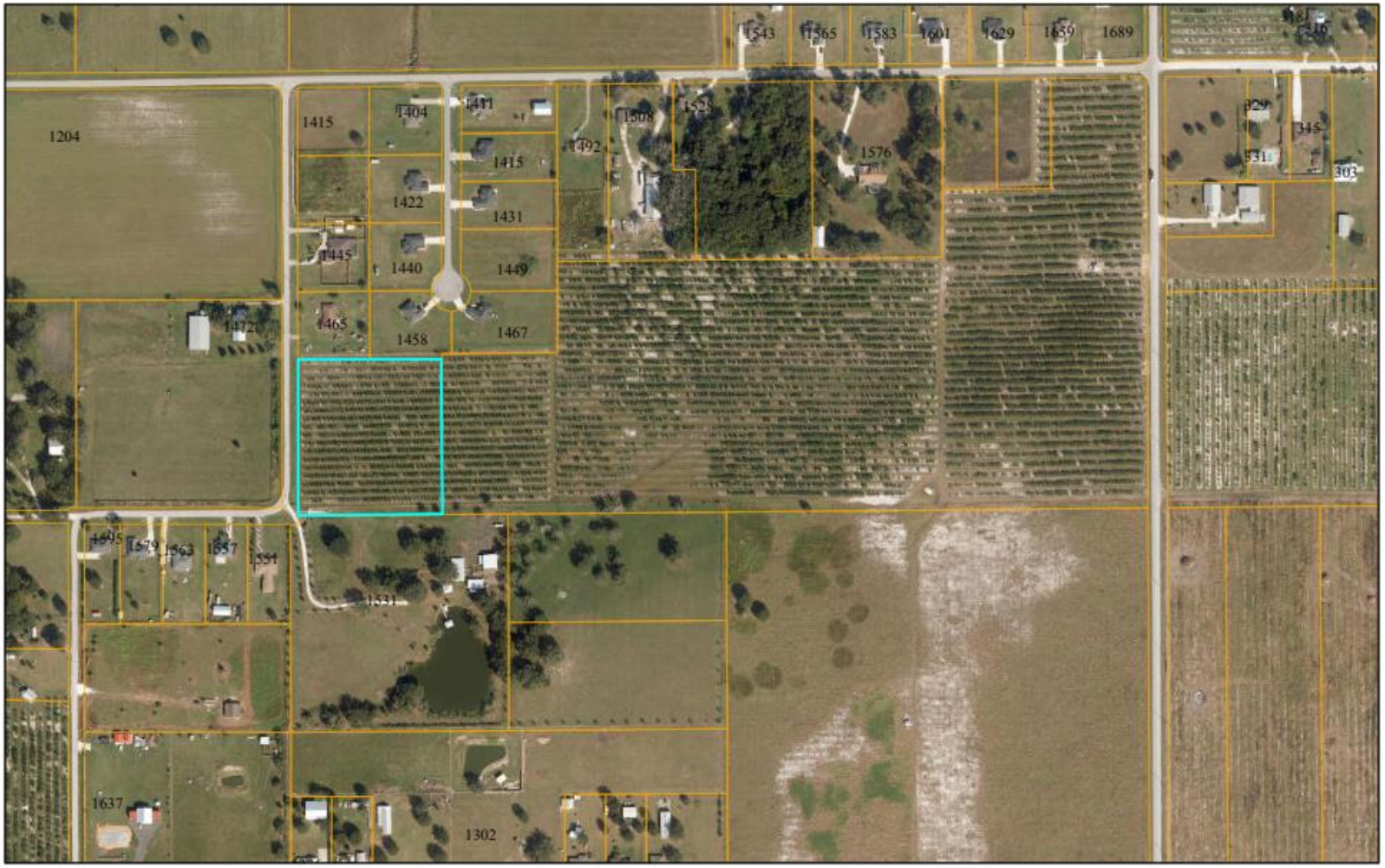
0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Esri., Inc., City of Naperville, Illinois

Hardee County GIS

GNA Acres Subdivision - Aerial Map



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

Address Point

Owner Parcels

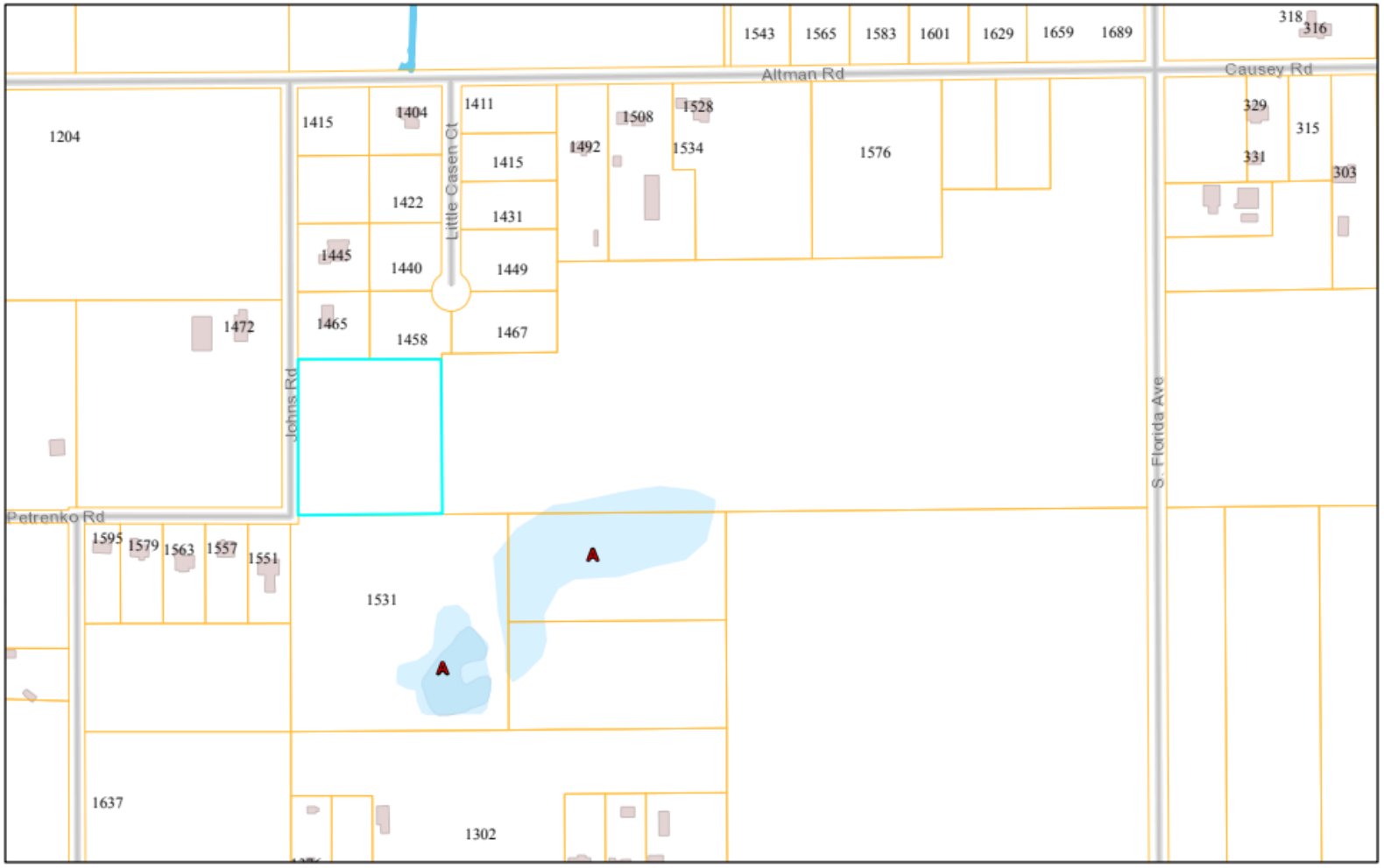
1:5,712

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

State of Florida, Maxar

GNA Acres Subdivision - Flood Hazard Map



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

Address Point

Owner Parcels

FEMA Flood Zone

AE,

A,

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Farr Groves, LLC
PO Box 995
Wauchula, FL 33873

NAME OF SUBDIVIDING
GNA Acres Subdivision

DATE OF HEARING February 20, 2025,

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

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

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

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

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

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

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

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

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

Legal Description:

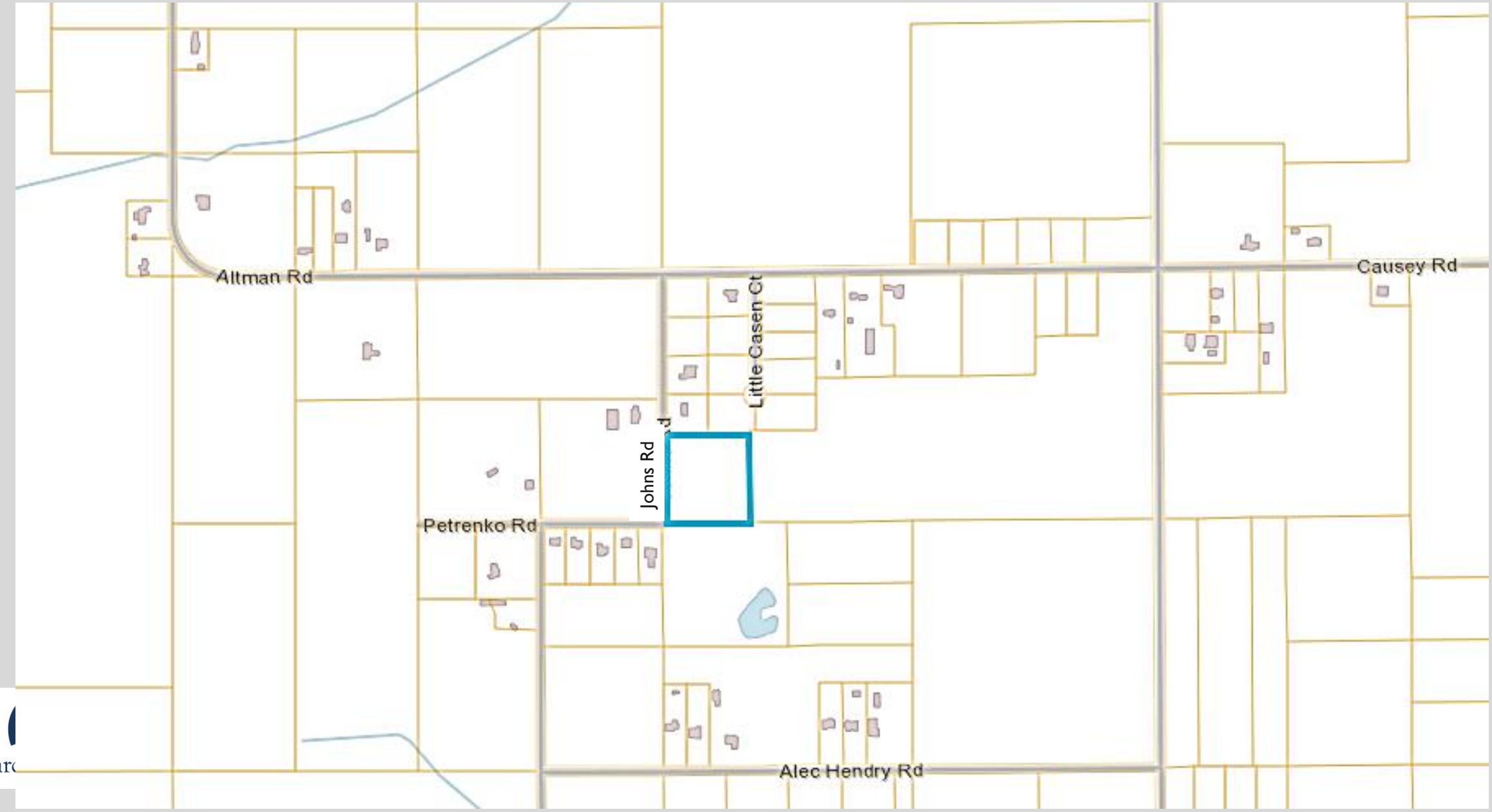
A TRACT OF LAND LYING IN SETION 16, TOWNSHIP 34 SOUTH, RANGE 25 EAST, OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

GNA ACRES SUBDIVISION
FARR GROVES, LLC

Hardee County
FLORIDA

LOCATION MAP

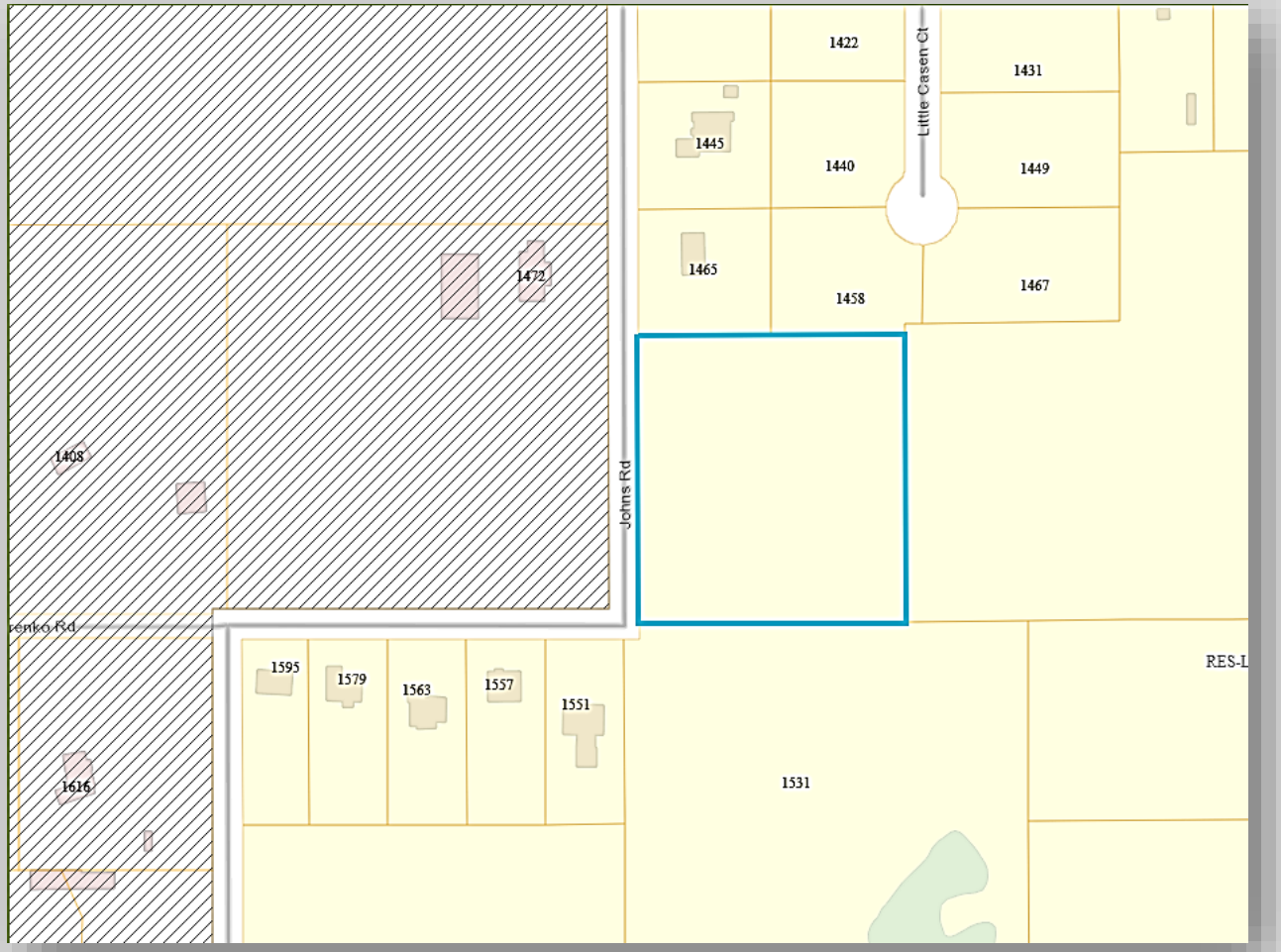


AERIAL MAP


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



APPLICATION



Farr Groves, LLC.

c/o: Amanda and Chad Anderson

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

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

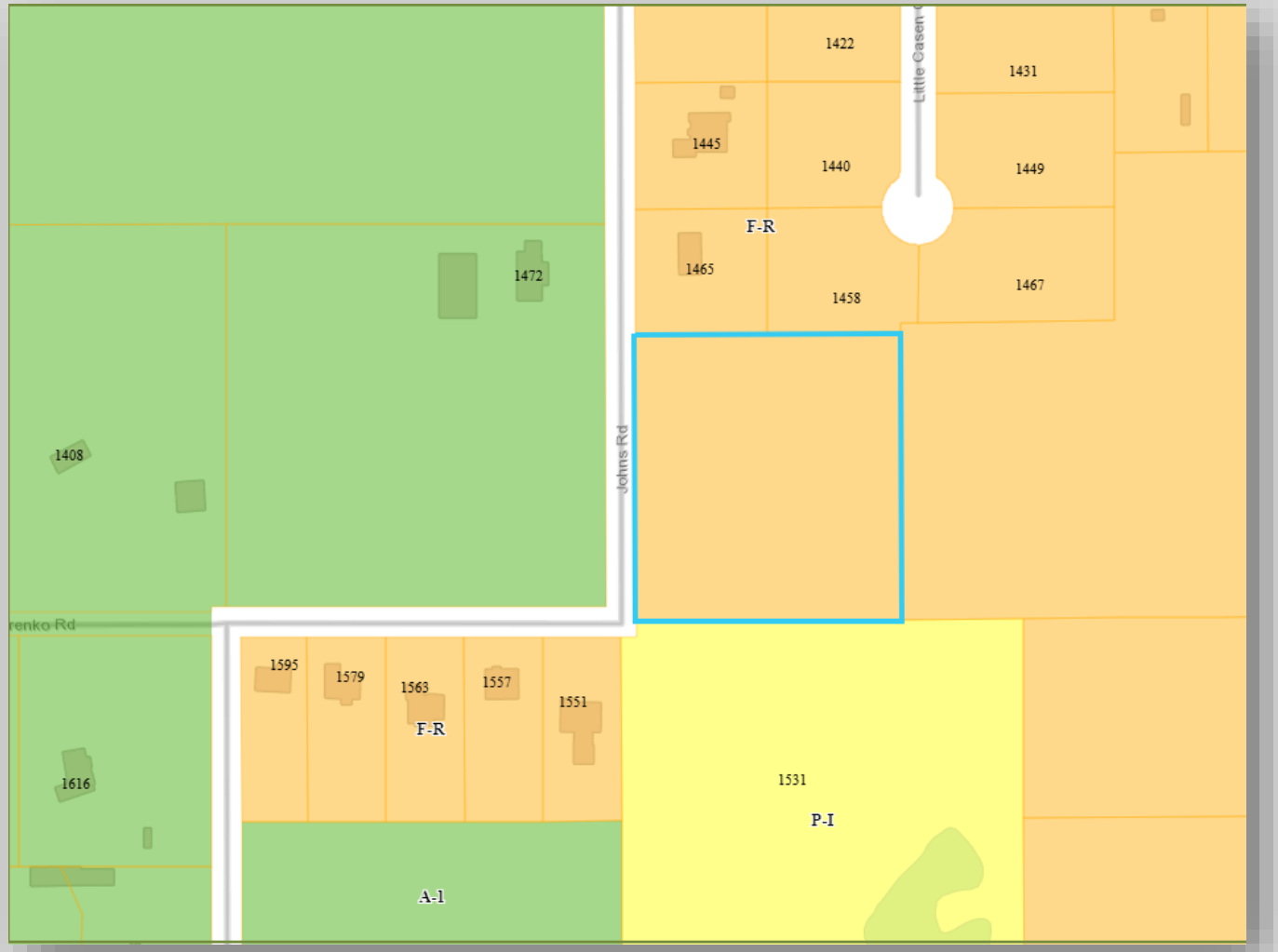
- Located on the E side of Johns Rd,

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

Hardee County FLORIDA

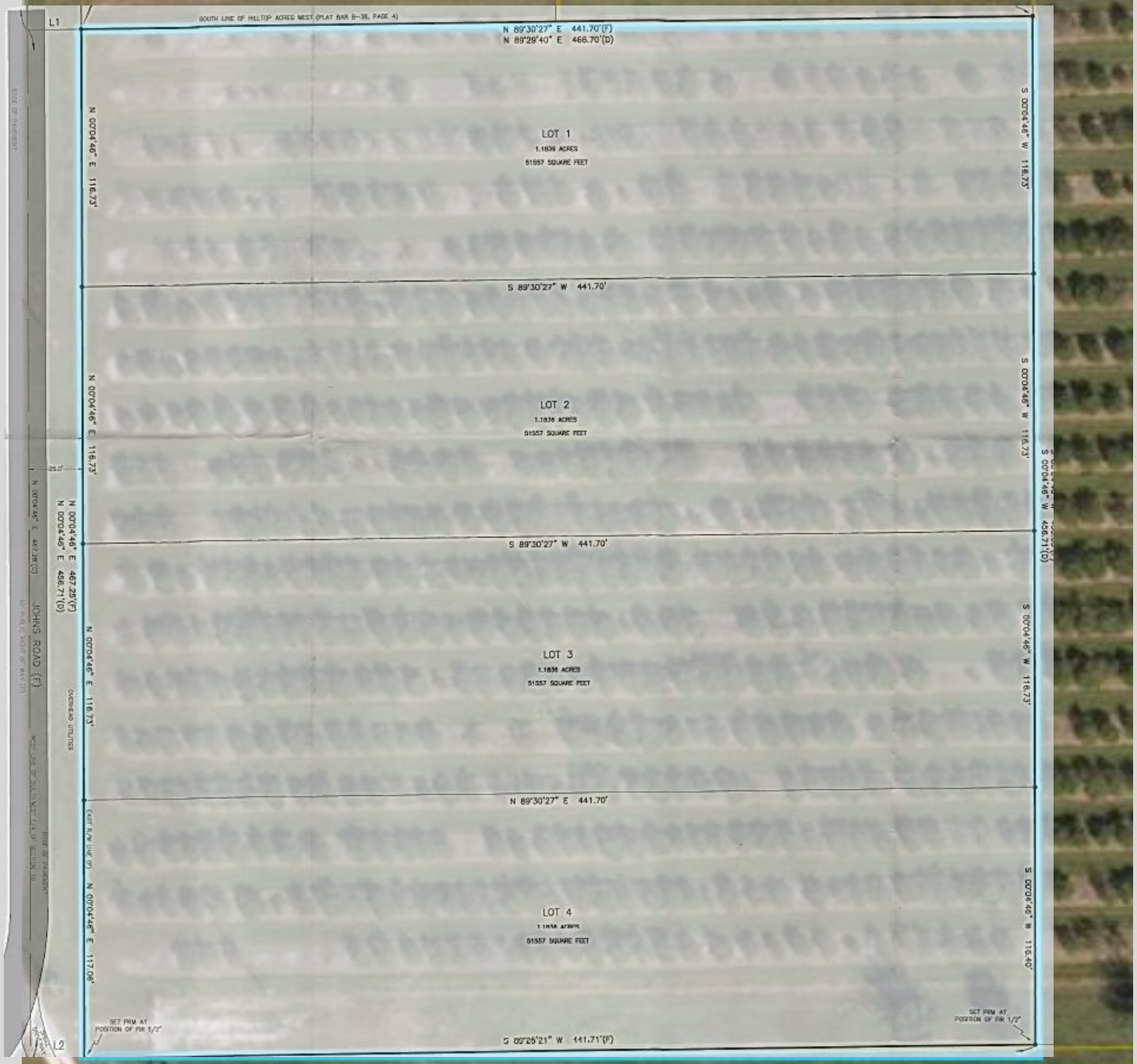
REQUIREMENTS

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



Hardee County FLORIDA

SUBDIVISION MAP



Hardee County
FLORIDA

CONCLUSION

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

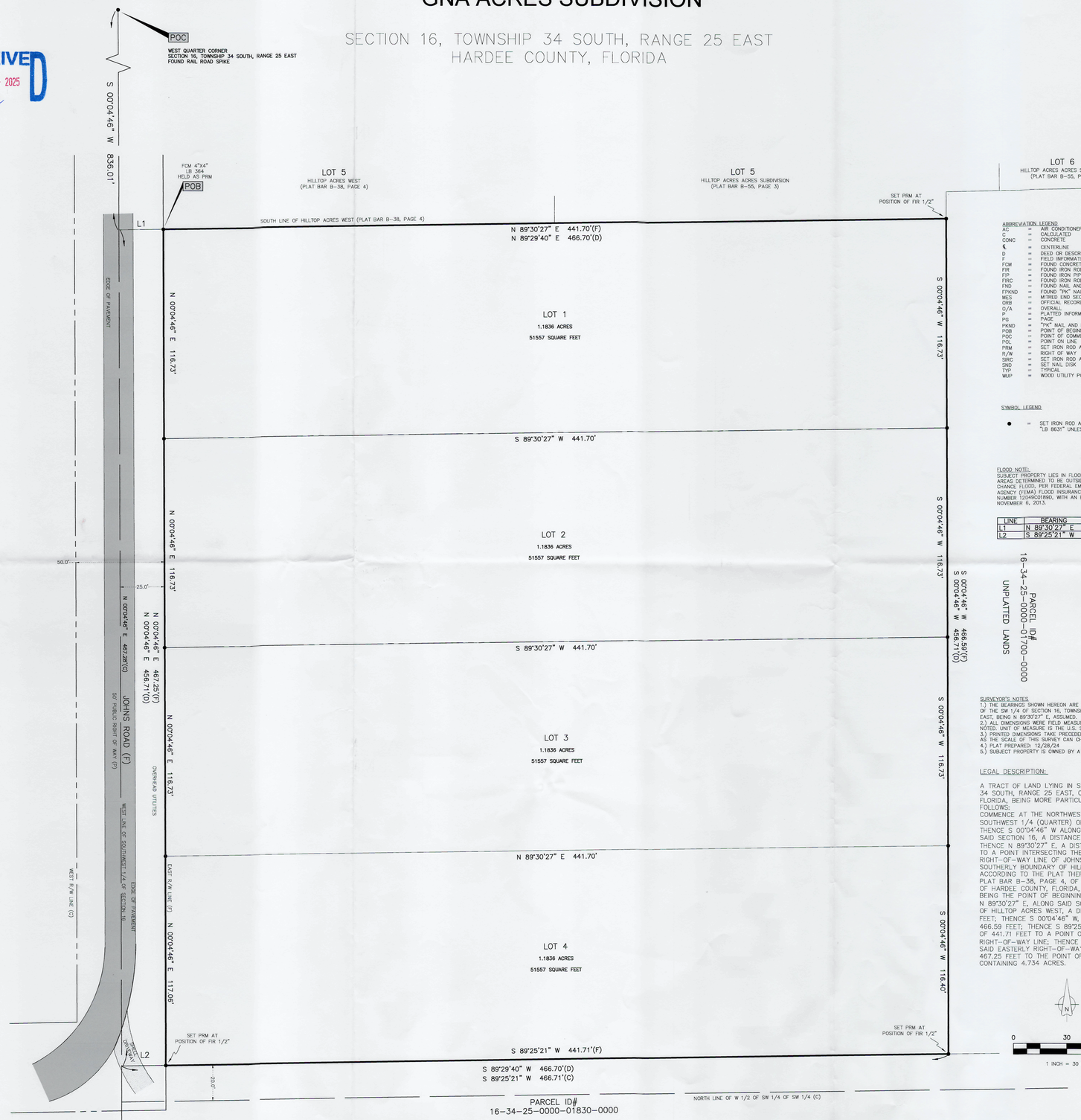
- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

GNA ACRES SUBDIVISION

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

RECEIVED
JAN 14 2025
BY:



ABBREVIATION LEGEND

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

SYMBOL LEGEND

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

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

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

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

LEGAL DESCRIPTION:

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

HARDEE COUNTY PLANNING AND DEVELOPMENT APPROVAL

STATE OF FLORIDA
COUNTY OF HARDEE

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

BY:_____ DATE:_____

TITLE:_____

HARDEE COUNTY PUBLIC WORKS APPROVAL

STATE OF FLORIDA
COUNTY OF HARDEE

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

BY:_____ DATE:_____

TITLE:_____

CERTIFICATION OF OWNERSHIP AND LOCATION STATE OF FLORIDA:

STATE OF FLORIDA
COUNTY OF HARDEE

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

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

WALTER FARR

PRINTED NAME: Walter Farr

TITLE: Owner

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

Tammy Tyre Hagwood

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

STATE OF FLORIDA
COUNTY OF HARDEE

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

SURVEYOR'S STATEMENT

STATE OF FLORIDA
COUNTY OF HARDEE

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

STATE OF FLORIDA
ROBERT D. STIVENDER
PROFESSIONAL SURVEYOR AND MAPPER
No. 7380

_____ DATE 1/14/25
ROBERT D. STIVENDER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER: 7380
STIVENDER SURVEYING, INC.
LICENSED BUSINESS NUMBER: 8631
1745 U.S. HIGHWAY 27 S.
SEBRING, FL 33870

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

863.664.1222
INFO@STIVENDERSURVEY.COM

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Item
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Vang Lee Yang Subdivision
SUGGESTED ACTION:	- Motion to approve the Vang Lee Yang minor subdivision and authorize the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
BOCC --Agenda Packet Vang Lee Yang SD 02.20.25 (1).pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

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

I request the following item be placed on the 02/20/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

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

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

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

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

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

Hardee County FLORIDA

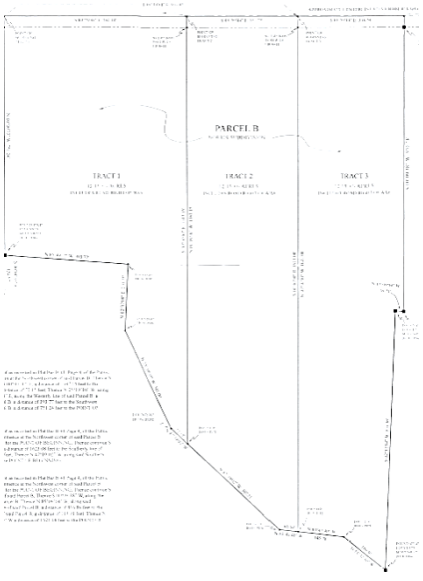
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

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

Request:	Request for a Minor Subdivision to subdivide three (3) new 12.15 +/- acre parcels out of an existing 36.5 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	Soua V. Lee, Mai C. Vang and Mai B. Yang **co: Soua Lee** 2238 N. 26th St., Sheboygan, WI 53083
Location:	Steve Roberts Special, Hardee County Located on the south side of Steve Roberts Special, east of Lonnie Shackleford Rd.
Parcel Identification:	29-34-26-0400-00001-000B
Site Size:	**36.5** +/-acres
Existing Zoning/Land Use:	**A-1** zoning/Agriculture FLU
Surrounding Zoning/Land Use:	All adjacent properties: A-1 zoning/Agriculture FLU



STAFF ANALYSIS

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

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

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

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

d. A-1

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

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

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

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

Staff Response: *N/A*

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

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

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

Staff Response:

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Response: *N/A*

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

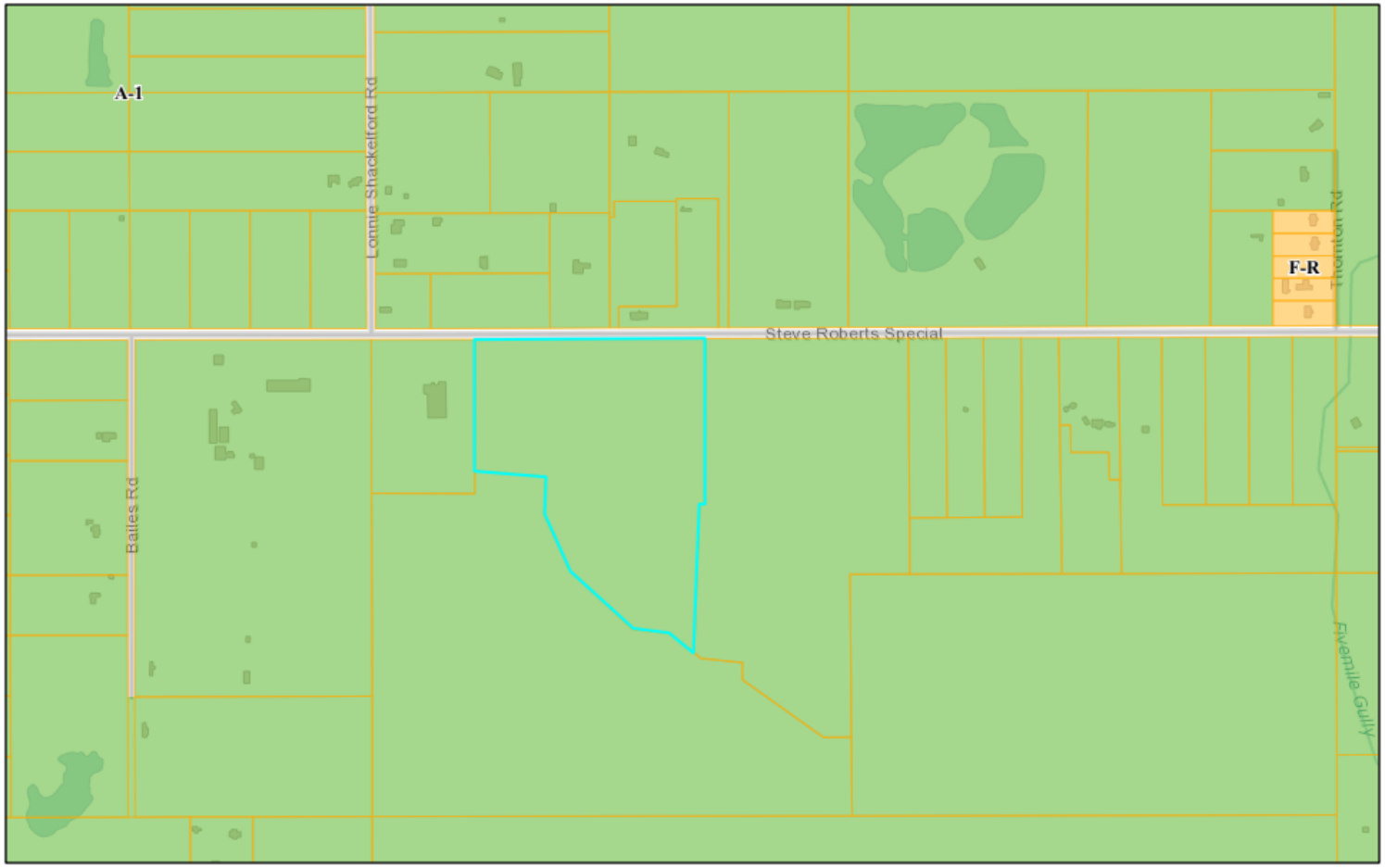
Staff Response: *The property is not located on an access management corridor. Access drives to a county-maintained right-of-way require a driveway permit at the time of development.*

CONCLUSION

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

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

Vang Lee Yang Subdivision- Zoning Map



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

Owner Parcels

F-R - (Farm Residential)

Zoning

A-1 - (Agriculture)

1:10,243

0 0.07 0.15 0.3 mi

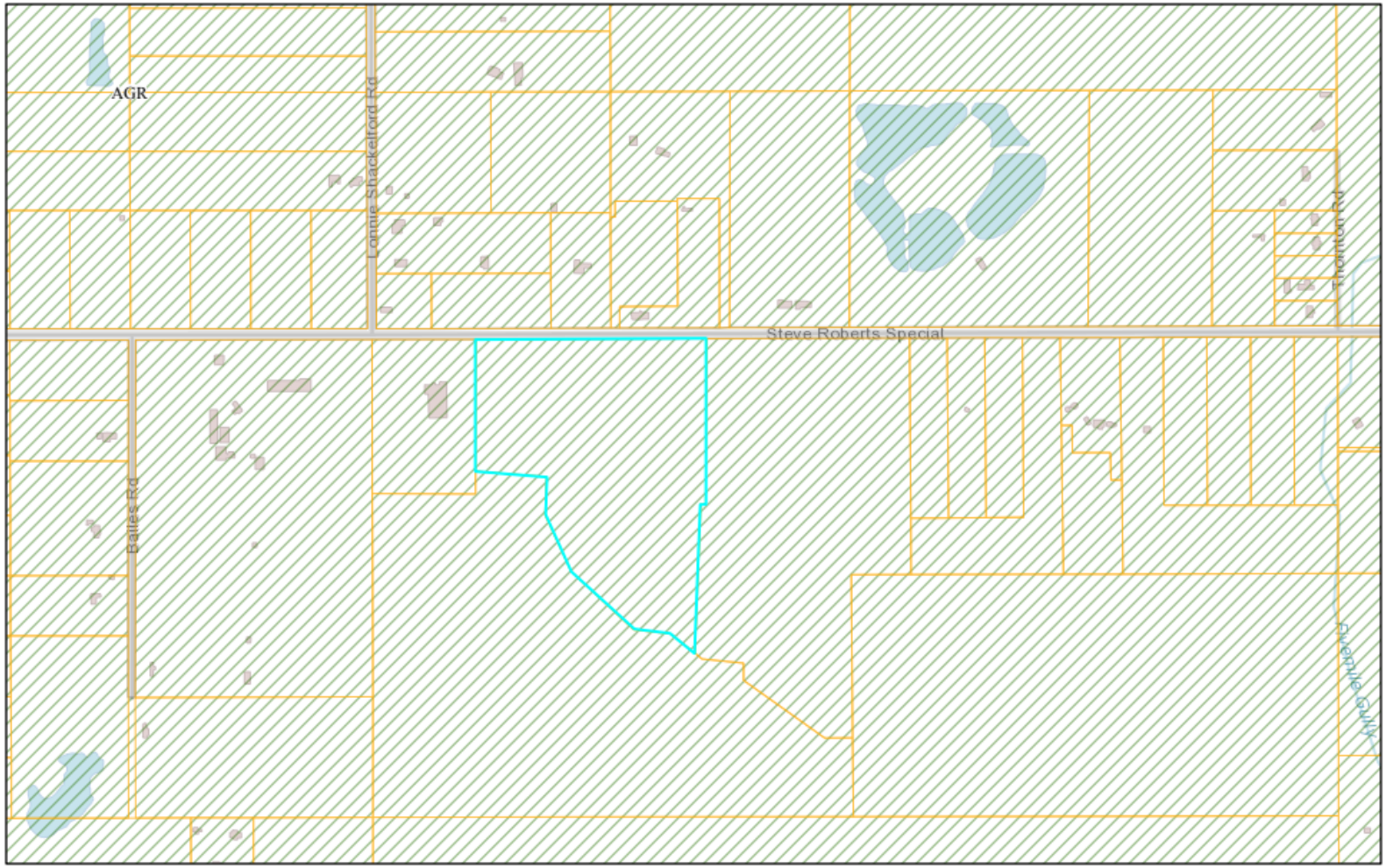
0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

Hardee County GIS

© 2017 Hardee County GIS ALL RIGHTS RESERVED

Vang Lee Yang Subdivision- FLU Map



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

Owner Parcels

Future Land Use

AGRICULTURE

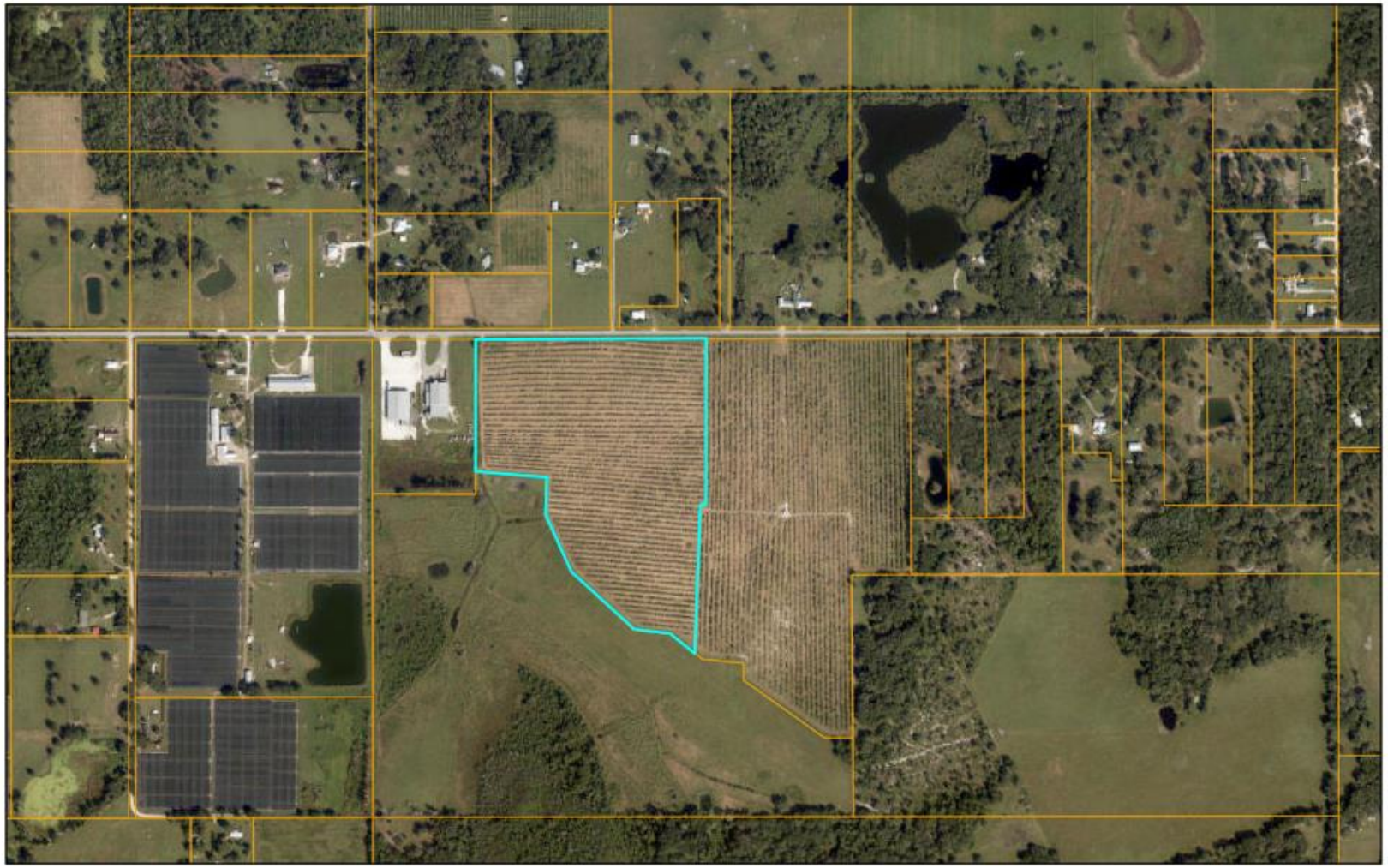
1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

Vang Lee Yang Subdivision- Aerial Map



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

Owner Parcels

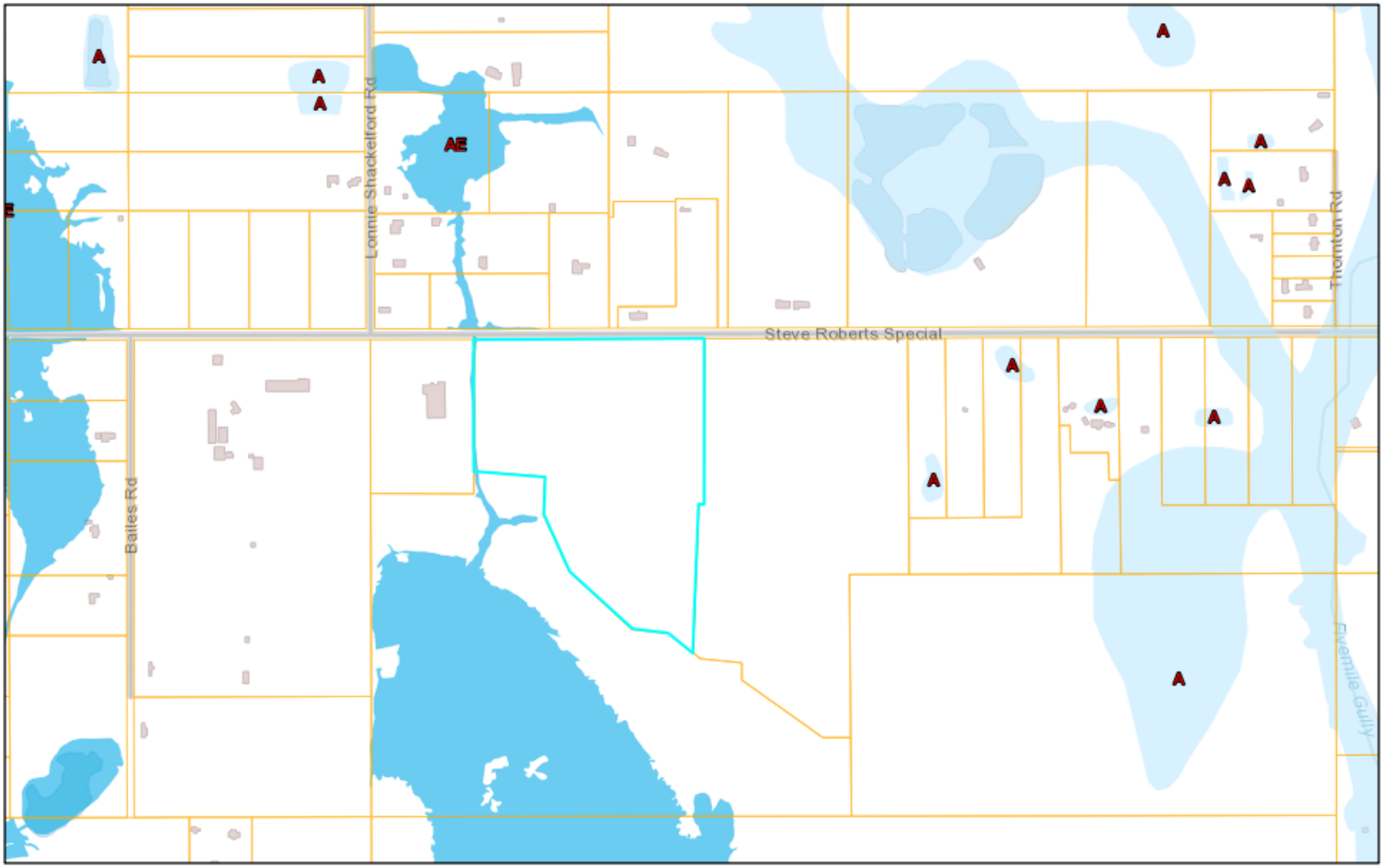
1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

State of Florida, Maxar

Vang Lee Yang Subdivision- Flood Map



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

Owner Parcels FEMA Flood Zone AE, A,

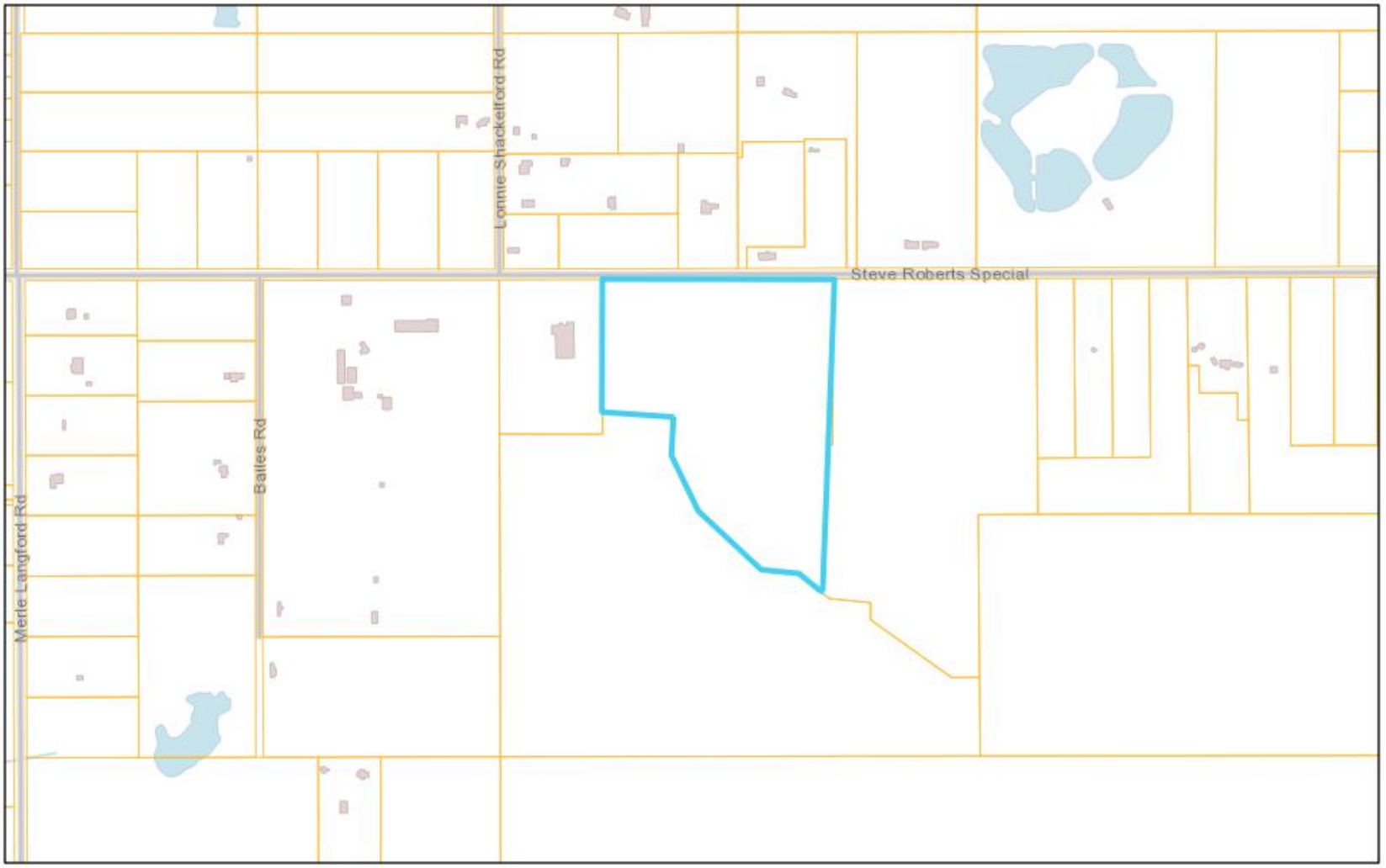
1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

Vang Lee Yang Subdivision- Location Map



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

Owner Parcels

1:10,243

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Esri., Inc., City of Naperville, Illinois

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Soua V. Lee
2238 N 26th St.
Sheboygan, WI 53083

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

Mai C. Vang
5202 Scott St
Weston, WI 54476

NAME OF SUBDIVIDING
Vang Lee Yang

DATE OF HEARING February 20, 2025,

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

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

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

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

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

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

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

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

DESCRIPTION TRACT 1:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48, Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Begin at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 582.10 feet; Thence S 00°00'00" E, a distance of 1347.15 feet to the Southerly line of said Parcel B; Thence N 47°19'02" W, along said Southerly line a distance of 72.15 feet; Thence N 25°19'10" W, along the Southwesterly line of said Parcel B, a distance of 341.00 feet; Thence N 02°37'08" E, along the Westerly line of said Parcel B, a distance of 210.33 feet; Thence N 85°49'12" W along the Southerly line of said Parcel B, a distance of 393.77 feet to the Southwest corner of said Parcel B; Thence N 00°00'33" W, along the Westerly line of said Parcel B, a distance of 751.24 feet to the POINT OF BEGINNING.

DESCRIPTION TRACT 2:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48 Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 582.10 feet for the POINT OF BEGINNING; Thence continue S 89°59'44" E along said North line, a distance of 351.75 feet; Thence S 00°00'00" E, a distance of 1623.08 feet to the Southerly line of said Parcel B; Thence N 83°41'40" W, along said Southerly line, a distance of 60.04 feet; Thence N 47°19'02" W, along said Southerly line, a distance of 397.31 feet; Thence N 00°00'00" W, a distance of 1347.15 feet to the POINT OF BEGINNING.

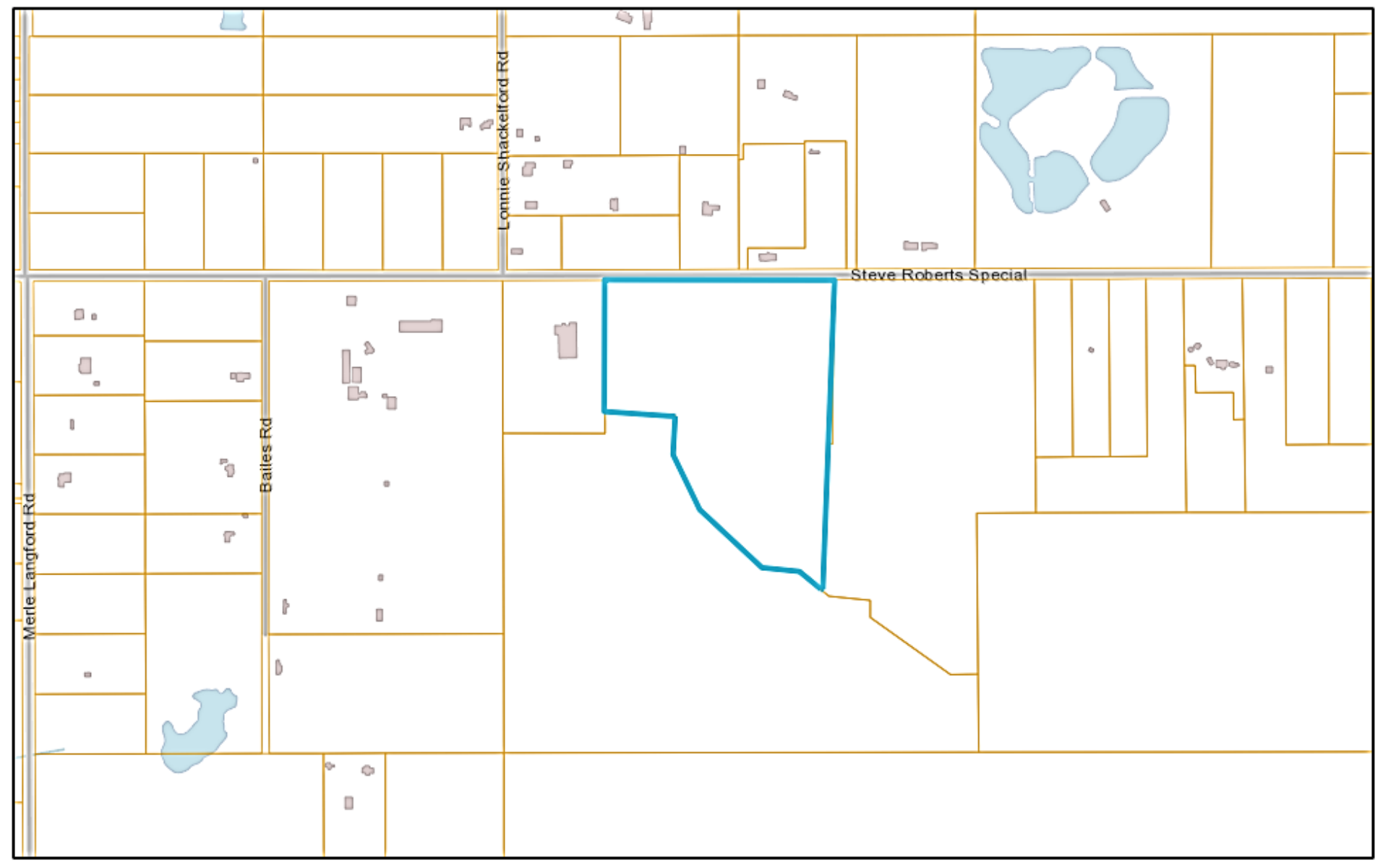
DESCRIPTION TRACT 3:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48 Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 933.85 feet for the POINT OF BEGINNING; Thence continue S 89°59'44" E along said North line, a distance of 338.54 feet to the Northeast corner of said Parcel B; Thence S 00°09'38" W, along the Easterly line of said Parcel B, a distance of 930.74 feet to the Southerly line of said Parcel B; Thence N 85°09'04" W, along said Southerly line, a distance of 26.71 feet; Thence S 02°12'04" W along the Easterly line of said Parcel B, a distance of 816.86 feet to the Southeast corner of said Parcel B; Thence N 51°32'30" W along the Southerly line of said Parcel B, a distance of 169.91 feet; Thence N 83°41'40" W along said Southerly line, a distance of 145.78 feet; Thence N 00°00'00" W a distance of 1623.08 feet to the POINT OF BEGINNING.

VANG LEE YANG SUBDIVISION

MAI CHANG, SOUA LEE, MAI VANG

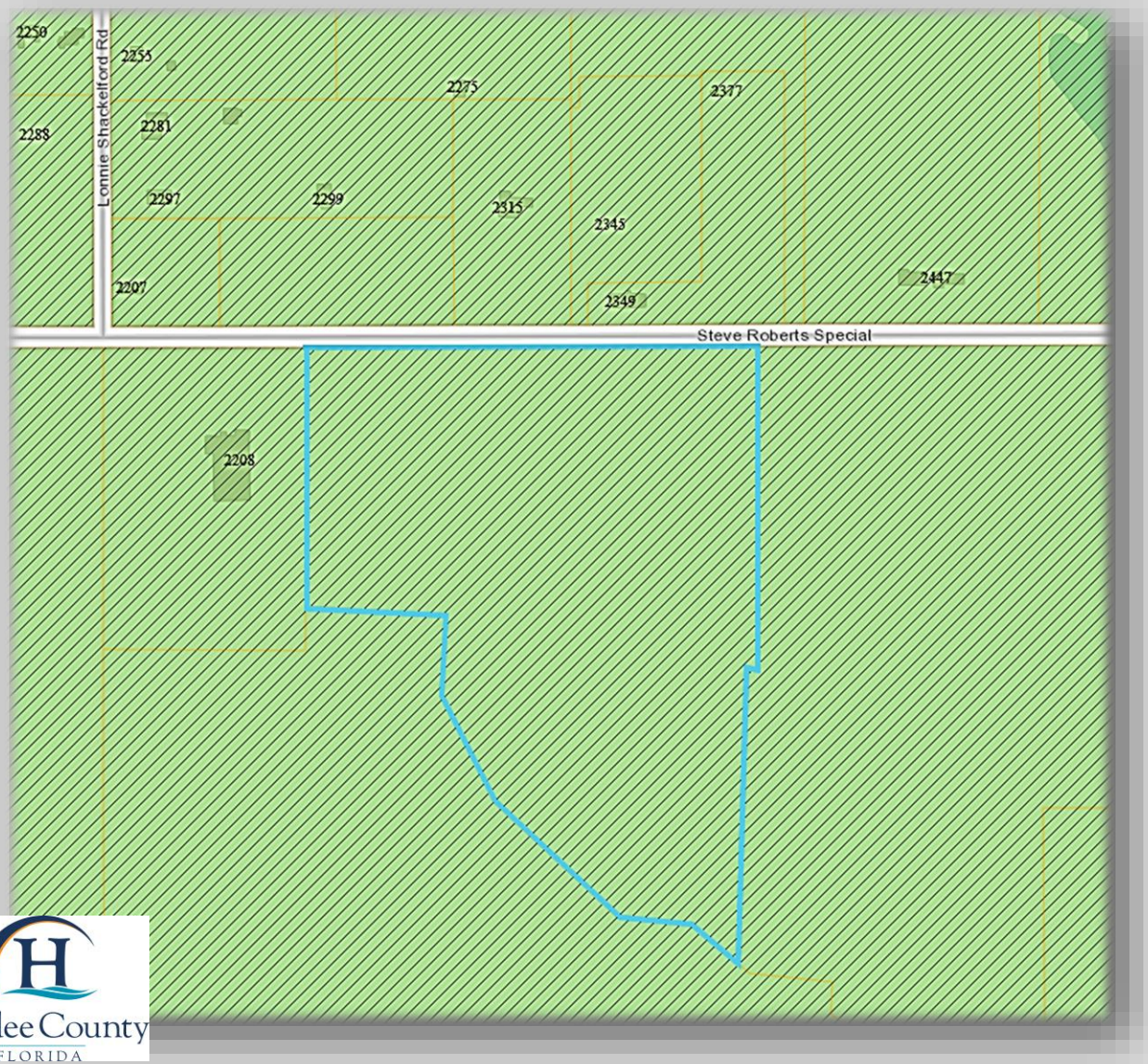
Hardee County
FLORIDA

LOCATION MAP



Hardee County
FLORIDA

APPLICATION



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

c/o: Soua V. Lee

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

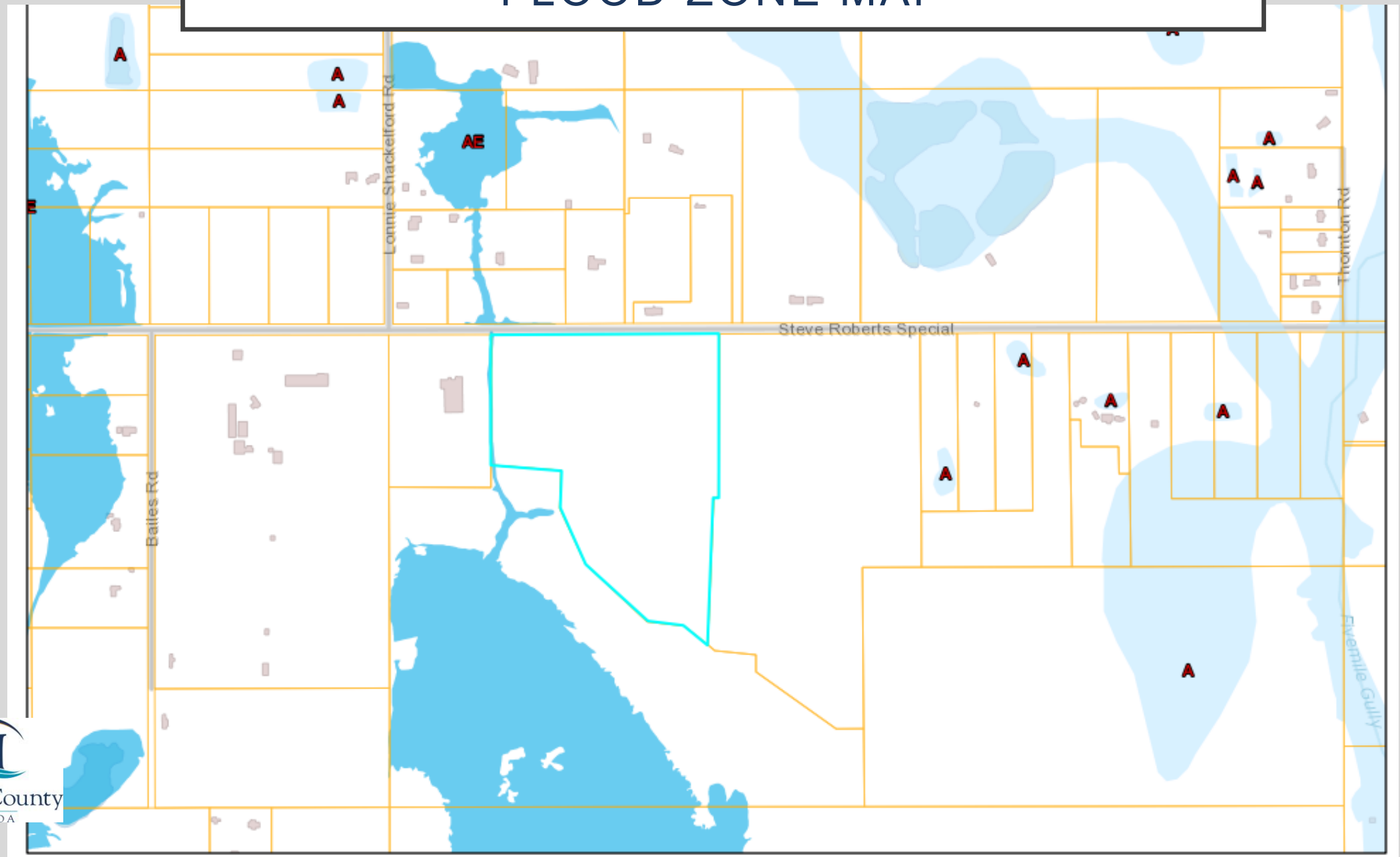
- 36.5 +/- acres in the A-1 zoning district, Agriculture Future Land Use Category.

- Located on the S side of Steve Roberts Special,

  E of Lonnie Shackleford Rd.

Hardee County
FLORIDA

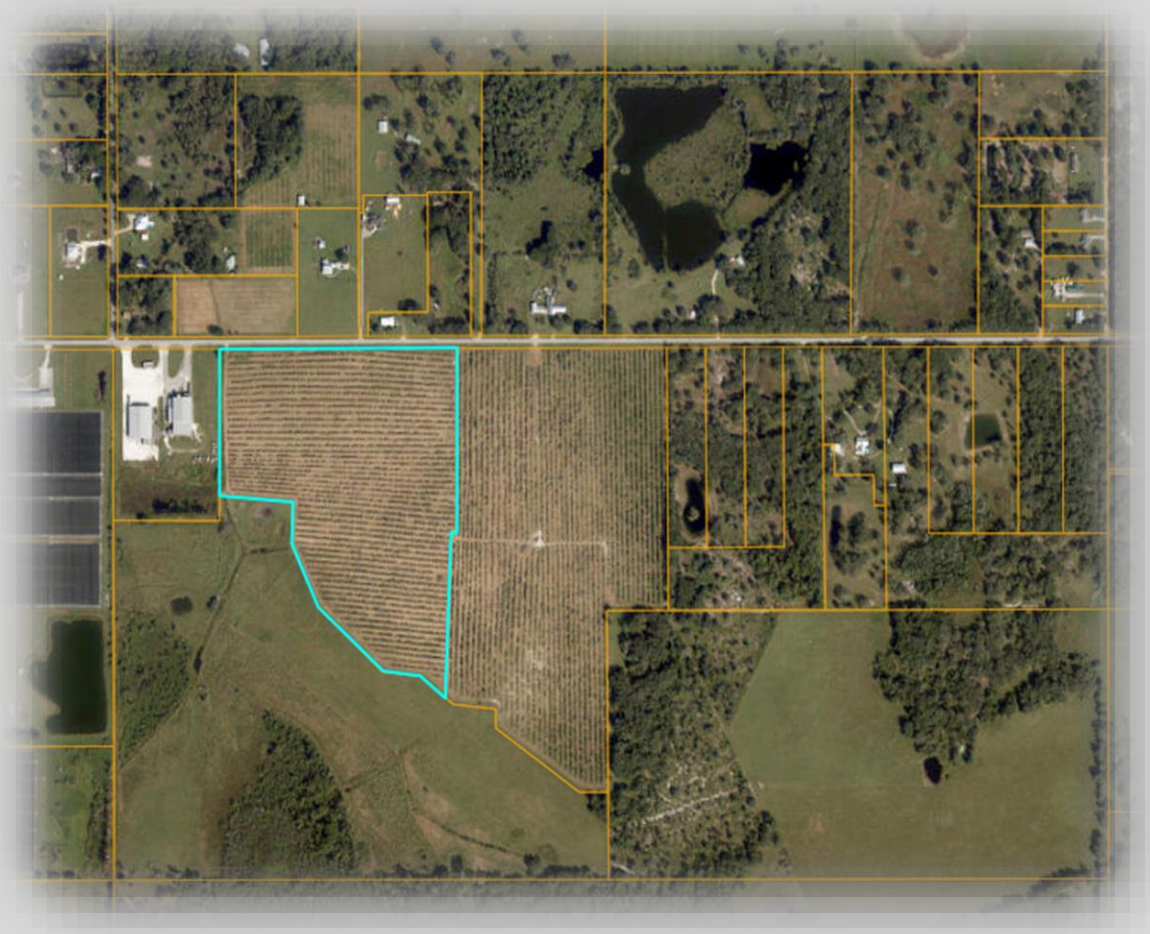
FLOOD ZONE MAP



Hardee County
FLORIDA

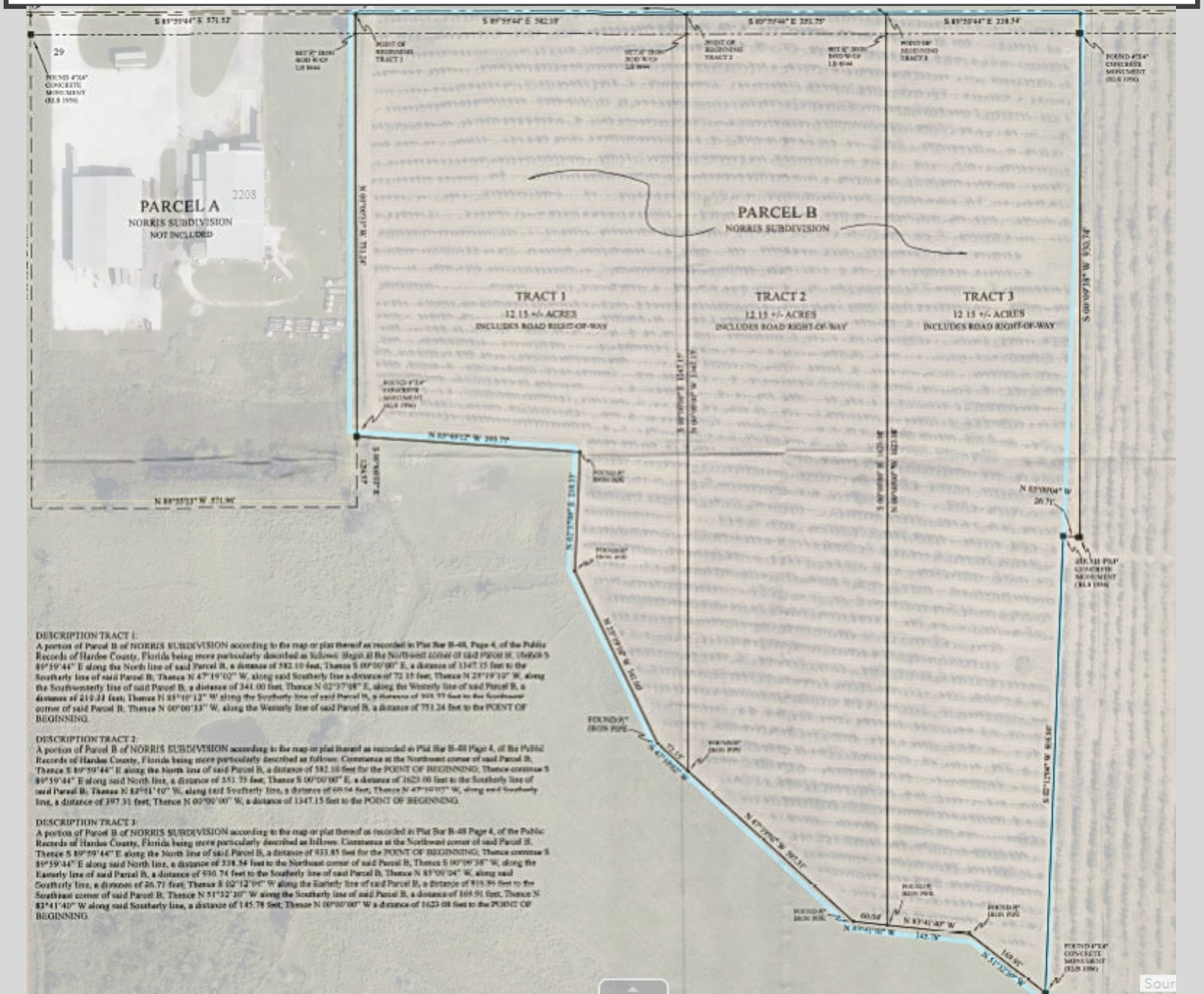
REQUIREMENTS

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



Hardee County
FLORIDA

SUBDIVISION MAP



Hardee County
FLORIDA

CONCLUSION

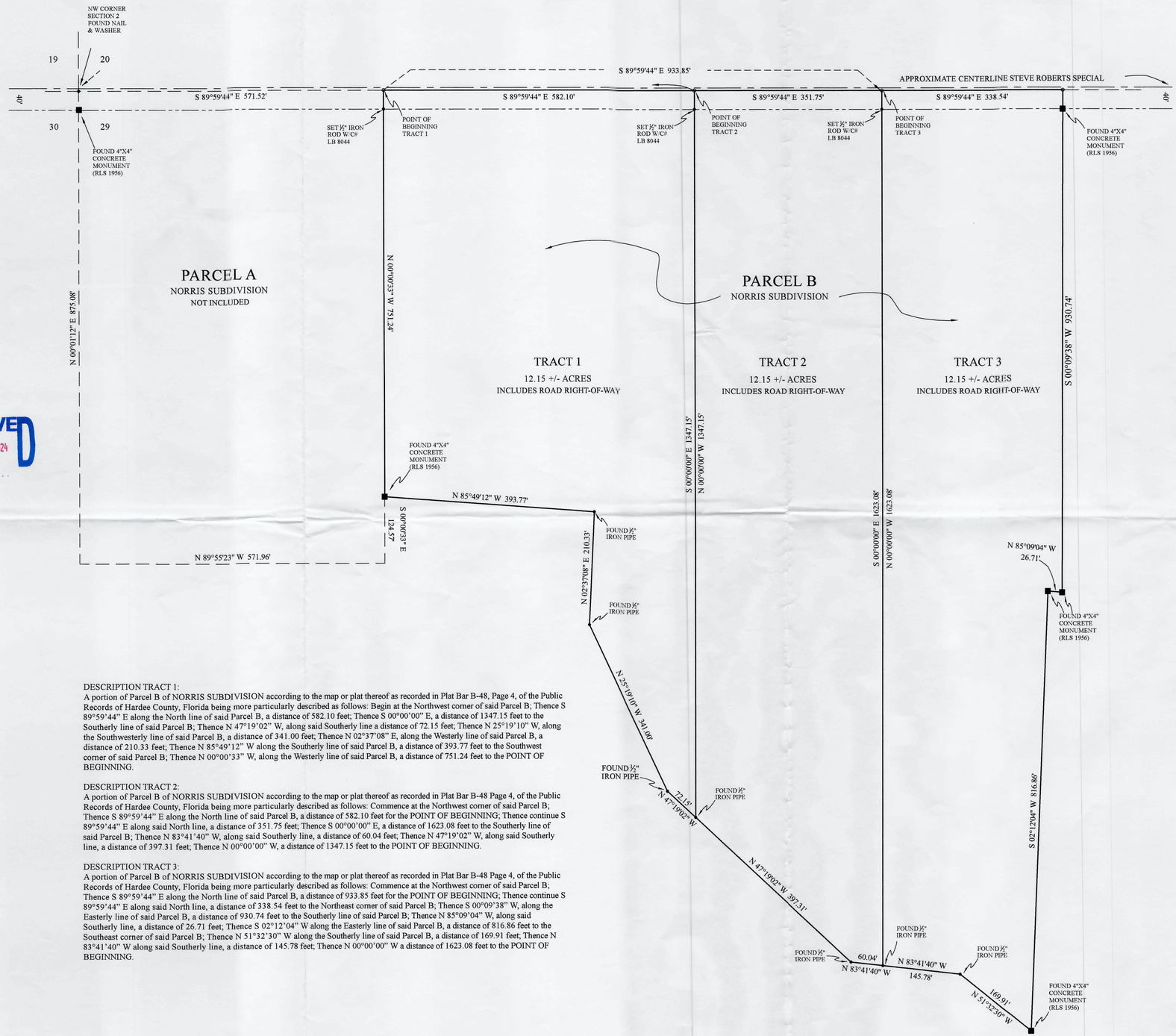
- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

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

Hardee County
FLORIDA

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

SCALE: 1" = 100'



RECEIVED
NOV 18 2024

DESCRIPTION TRACT 1:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48, Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Begin at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 582.10 feet; Thence S 00°00'00" E, a distance of 1347.15 feet to the Southerly line of said Parcel B; Thence N 47°19'02" W, along said Southerly line a distance of 72.15 feet; Thence N 25°19'10" W, along the Southwesterly line of said Parcel B, a distance of 341.00 feet; Thence N 02°37'08" E, along the Westerly line of said Parcel B, a distance of 210.33 feet; Thence N 85°49'12" W along the Southerly line of said Parcel B, a distance of 393.77 feet to the Southwest corner of said Parcel B; Thence N 00°00'33" W, along the Westerly line of said Parcel B, a distance of 751.24 feet to the POINT OF BEGINNING.

DESCRIPTION TRACT 2:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48 Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 582.10 feet for the POINT OF BEGINNING; Thence continue S 89°59'44" E along said North line, a distance of 351.75 feet; Thence S 00°00'00" E, a distance of 1623.08 feet to the Southerly line of said Parcel B; Thence N 83°41'40" W, along said Southerly line, a distance of 60.04 feet; Thence N 47°19'02" W, along said Southerly line, a distance of 397.31 feet; Thence N 00°00'00" W, a distance of 1347.15 feet to the POINT OF BEGINNING.

DESCRIPTION TRACT 3:
A portion of Parcel B of NORRIS SUBDIVISION according to the map or plat thereof as recorded in Plat Bar B-48 Page 4, of the Public Records of Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of said Parcel B; Thence S 89°59'44" E along the North line of said Parcel B, a distance of 933.85 feet for the POINT OF BEGINNING; Thence continue S 89°59'44" E along said North line, a distance of 338.54 feet to the Northeast corner of said Parcel B; Thence S 00°09'38" W, along the Easterly line of said Parcel B, a distance of 930.74 feet to the Southerly line of said Parcel B; Thence N 85°09'04" W, along said Southerly line, a distance of 26.71 feet; Thence S 02°12'04" W along the Easterly line of said Parcel B, a distance of 816.86 feet to the Southeast corner of said Parcel B; Thence N 51°32'30" W along the Southerly line of said Parcel B, a distance of 169.91 feet; Thence N 83°41'40" W along said Southerly line, a distance of 145.78 feet; Thence N 00°00'00" W a distance of 1623.08 feet to the POINT OF BEGINNING.

CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

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

WITNESS — OWNER Ann V. Lee

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

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

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

_____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

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

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

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

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

APPROVAL

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

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

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Watershed Planning Program Grant
SUGGESTED ACTION:	- Motion to ratify the submission and acceptance of the Hazard Mitigation Grant Program Watershed Planning Program grant for creation of a stormwater master plan in the amount of $800,000, authorizing matching funds in an amount not to exceed $200,000; 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- HMGP Watershed Planning.pdf
01 HMGP Application -1-31-2025.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE-CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
DIRECTOR

ESTHER BRAGG
MANAGER

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: Hazard Mitigation Grant Program – Watershed Planning

Date: February 20th, 2025

A Watershed Planning application through the Hazard Mitigation Grant Program – Watershed Planning Program in the amount of $800,000 for the creation of a Stormwater Master Plan. To address significant storm events resulting in flood stages that exceed normal flow conditions causing flooding over roads, bridges, and within structures.

Staff recommend approval on the application with the FDEM Hazard Mitigation Grant Program – Watershed Planning Program in the amount of $800,000. The grant requires a 25% cash match.

Hazard Mitigation Grant Program

Watershed Planning Program Notice of Proposal Form

Subapplicant	Hardee County Board of County Commissioners		
Subapplication Title	Hardee County Stormwater Master Plan		
Subapplication Type	Initial		
Total Project Cost	$800,000	**Federal Share**	$600,000
If a subapplication for this planning activity has been submitted under a previous grant cycle, please list the program, date, and disaster (if applicable)			
No			

1. Contact Information

Application Prepared by:					
Name	Robert B. Conerly, P.E., CFM				
Title	Sr. Project Manager				
Agency/Organization	Kimley-Horn and Associates, Inc.				
Primary Phone	863-701-8702	**Type**	☑ Work ☐ Mobile		
Secondary Phone		**Type**	☐ Work ☐ Mobile		
Email	bo.conerly@kimley-horn.com				
Address line 1	109 South Kentucky Avenue				
Address line 2					
City	Lakeland	**State**	FL	**Zip**	33801
Authorized Applicant Agent – individual authorized to sign certifications ***(proof of authorization required)***					
Name					
Title					
Agency/Organization					
Primary Phone		**Type**	☐ Work ☐ Mobile		
Secondary Phone		**Type**	☐ Work ☐ Mobile		
Email					
Address line 1					

Address line 2					
City		**State**		**Zip**	
Signature		**Date**			
Point of Contact (POC) – individual to be contacted for additional information					
Name	Lorie Ayers				
Title	General Services Director				
Agency/Organization	Hardee County				
Primary Phone	863-773-6349	**Type**	☑ Work ☐ Mobile		
Secondary Phone		**Type**	☐ Work ☐ Mobile		
Email	lorie.ayers@hardeecountyfl.gov				
Address line 1	412 W. Orange Street, Suite 201				
Address line 2					
City	Wauchula	**State**	FL	**Zip**	33873

2. Subapplicant Information

Subapplicant			
Type of Subapplicant	☐ State Government ☐ Indian Tribal Government ☐ Private Non-Profit	☑ Local Government ☐ Special Governmental District ☐ Other (please specify)	
City/Town/Village	County		
County	Hardee		
FIPS Code	12049	**Unique Entity ID**	Q11TSMH2P7X6
State Legislative Districts	27	**Federal Tax ID Number**	59-6000632

3. Local Mitigation Strategy (LMS) Compliance

Local Mitigation Strategy Information					
Does your jurisdiction have a current FEMA Approved Mitigation Plan?					☑ Yes ☐ No
Attached is a letter of endorsement for this project from the county's LMS Coordinator.					☑ Yes ☐ No
Plan Approval Date	April 9, 2020	**Jurisdiction Adoption Date**	December 5, 2019	**Plan Expiration Date**	April 9, 2025

4. Project Description

Description					
Project Description	☐ Watershed Master Plan Attached		☑ Stormwater Master Plan		
List the total number of persons that will be protected by the proposed project below					
Total population covered by plan	25,760	# of flood insurance policies covered by plan	154	# of flood insurance policies in SFHA	See attached FEMA request letter.

1. Describe the existing problems:

Hardee County (the County) is located in central Florida within the limits of the Southwest Florida Water Management District (SWFWMD) and encompasses approximately 640 square miles. The County is located primarily in the Peace River watershed with a small portion of the County (approximately 6 square miles) located in the Myakka River watershed. In addition to the basin area contributing directly to Peace River, there are three (3) major tributaries within the County that also discharge into the river. These tributaries consist of Horse Creek, Payne Creek, and Charlie Creek. The County is located entirely within the watershed contributing to Charlotte Harbor.

The Peace River along with the major tributaries and other contributing natural and man-made systems span throughout the County within, adjacent to, and crossing public and private property. During significant storm events resulting in flood stages that exceed the normal flow conditions of the systems, flooding has historically occurred over roads, bridges, and within structures. These flood conditions present a hazard to the residents of the County due to the adverse effects identified below.

1. Limited Access through Critical Transportation Corridors: During significant storm events such as Hurricane Ian in 2022, several roadways are inundated with flood waters including major arterials such as SR 64, SR 66, and SR 62 as well as several County and City collector streets and local roads (refer to the attached exhibit HARDEE COUNTY ROADWAY FLOODING – HURRICANE IRMA). These flood waters prevent access by County and City first responders to residents in need.
2. Damage to Vital Transportation Infrastructure: After floodwaters that inundate the roadway network within the County subside, damage to the roadway infrastructure can prevent or limit access to residents by first responders as well as access to property by owners and access to evacuation routes by residents whose homes and property have been compromised by the storm.
3. Incurred Costs by Residents and County Support Systems: The aftermath of significant storm event results in additional costs incurred due to residents being displaced from structures that flood, debris removal from flooded property, transportation and stormwater conveyance infrastructure repair, and repair of utilities impacted by floodwaters.
4. Increased Potential for Injury and Incidents: Floodwaters from significant storm events that inundate roadways increase the potential for traffic related incidents. During Hurricane Ian, multiple traffic incidents occurred directly related to flood waters inundating roadways.

Description

2. WMP Scope of Work

FDEM will coordinate with Sub-recipients to produce a Watershed Master Plan (WMP) for credit under the Community Rating System (CRS). A pilot project was previously completed that consisted of research, the creation of a framework and guidance documents that ensure a consistent statewide approach to WMP development.

Sub-recipients under the Watershed Planning Initiative will use the guidance materials to produce a Watershed Master Plan for credit under CRS. Guidance materials can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative. The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary for completion include:

Task 1 – Creation of preliminary scope of work, initial flood modeling & submission of draft WMP to CRS officials for approval. The flood modeling should consider evaluations of the watershed's runoff response from design storms under current and predicted future conditions and assessments of the impacts of sea level rise and climate change. Preliminary modeling should include 10-, 25- & 100- year storm events. This initial scope of work and WMP draft should include preliminary modeling of the 10-, 25- and 100-year storm events, an inventory of the ground characteristics and data availability, existing regulations and plans in place, a description of vulnerable areas or areas of interest, a list of potential solutions, and a brief description of future actions plans.

Task 2 – Submit final WMP & CRS submittal. After receiving feedback and approval on the sub-recipient's scope of work and flood modeling submission in Task 1 from FDEM, the sub-recipient will finalize the flood modeling process and complete their WMP. At a minimum, the modeling and WMP must include 10, 25 & 100 year storm events—or model sea level rise—to receive credit through CRS element 452.b. The sub-recipient will submit their documentation of their WMP submittal to CRS to FDEM as well as their final WMP to FDEM for approval.

Based on your project type selected (WMP or SWMP), please describe in detail below (or on a separate page attached to this proposal) how your community plans to complete the above tasks. Please provide any details related to staffing to complete the proposed project, if you will be hiring an outside agency/firm, and what resources you have at your disposal to accomplish the project:

Description

1. **SWMP Scope of Work**

FDEM will coordinate with Sub-recipients to produce a Stormwater Master Plan (SWMP) to assist with local communities and their flood mitigation efforts. This project is preceded by the WMP Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding under the HMGP Planning Grant.

Guidance materials produced in the WMP Pilot Program can be found at: https:// www.floridadisaster.org/dem/mitigation/watershed-planning-initiative. The Sub-Recipient will finalize the process by submitting to the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of Stormwater Master Plans include: Task 1 – Create Preliminary Stormwater Master Plan

The Sub-Recipient shall create a preliminary Stormwater Master Plan, which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There must be enough detail in the preliminary SWMP to verify the required analysis has been completed.

Task 2 – Revise Draft SWMP and Submit Completed SWMP

After receiving feedback from the Division on the preliminary SWMP from Task 1 (Deliverable), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

Based on your project type selected (WMP or SWMP), please describe in detail below (or on a separate page attached to this proposal) how your community plans to complete the above tasks. Please provide any details related to staffing to complete the proposed project, if you will be hiring an outside agency/firm, and what resources you have at your disposal to accomplish the project:

Hardee County staff from the Road and Bridge Department, Planning and Zoning Department, Building Department, GIS Department, Emergency Management Department, and Fire Rescue Department will work directly with a consultant that specializes in the development of SWMPs for communities. The steps in the preparation of the preliminary SWMP will be prepared in the following manner:

1. The consultant will prepare and submit a Preliminary SWMP that will:
   a. Coordinate with County staff, residents and stakeholders to identify and inventory problematic areas (areas of known flooding) and areas of high risk.
   b. Collect and inventory watershed data in basins associated with problematic areas and areas of high risk.
   c. Develop a hydrologic and hydraulic (H&H) feature database.
   d. Identify the proposed preliminary model limits and features.
   e. Identify and review the County's existing policies and procedures for stormwater management.
   f. Identify potential improvement measures for mitigating and managing stormwater flooding in the identified areas.

Description (cont.)

2. The consultant will review and update the Preliminary SWMP based on FEMA's Division feedback and will then prepare and submit a Completed SWMP. The Completed SWMP process will include the following components:

   a. Floodplain Analysis
      - Review the existing floodplain limits and elevations at critical and flood prone locations and prepare (or update) the H&H model(s) associated with these areas.
      - Update floodplain delineation and elevations based on the model(s).
      - Calibrate the model(s) based on available data (rainfall amounts and documented flood stages) from historical events.

   b. Alternatives Analysis
      - Establish the Floodplain Level of Service.
      - Analyze the stormwater improvement alternatives identified in the Preliminary SWMP through modeling.
      - Develop conceptual designs for the improvements along with opinions of probable costs.
      - Conduct a cost/benefit analysis for the proposed alternatives.
      - Conduct preliminary coordination with regulatory agencies to establish permit requirements.
      - Provide improvement recommendations, budgets, and prioritization.

   c. Policy Recommendations
      - The consultant will provide recommendations for updates the to the County's current policies and procedures for stormwater management.

Description

3. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

There are no other known on-going or proposed projects in the area that may impact the HMGP project.

5. Community Information

Answer questions A through H for the community(ies) that is participating in the Watershed Planning Program.

Information can be provided using this proposal form, the attached CRS Points Spreadsheet (for questions g & h) or in a separate document clearly identifying the questions and answers.

a) Jurisdiction Name
b) Name of LMS Coordinator or Floodplain Coordinator/Manager
c) Is the community a participant in good standing with the National Flood Insurance Program (NFIP)?
d) The NFIP Community Identification Number (CID)
e) Does the community participate in the Community Rating System (NFIP CRS)?
f) What is the current CRS Class Rank?
g) What is the total # of CRS points accrued at the time of application?
h) What is the total # of CRS points you expect to receive from completing a WMP?

Jurisdiction Name (a)	LMS and/or Floodplain Coordinator (b)	NFIP Participant (c)	CID # (d)	CRS (e)	CRS Ranking (f)	CRS Total Accumulated Points (g)	Expected Points from WMP (h)
Hardee County	Todd Miller	☑ Y ☐ N ☐ NA	120103#	☑ Y ☐ N	10	0	150

Project Location

1. ☑ Attach a copy of a city or county scale map (large enough to show the entire WMP area)
2. ☑ Attach a map outlining the total area being modelled for your WMP

Flood Insurance Rate Map (FIRM)	
1. ☐ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. FIRM maps are required for this application. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal. ***(The study area includes the entire County)***	
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area). (See FIRM legend for flood zone explanations) (A Zone must be identified)	
☐ VE or V 1-30	☑ AE or A 1-30
☐ AO or AH	☑ A (no base flood elevation given)
☐ B or X (shaded)	☑ C or X (unshaded)
☑ Floodway	
☐ Coastal Barrier Resource Act (CBRA) Zone	

6. Schedule of Work

Using the outline below, estimate in monthly increments how much time will be estimated for each task to complete the Plan. When developing the schedule, please use timeframes from the date of subrecipient agreement execution. Add additional tasks as necessary on a separate sheet and attach to this proposal form.

Task(s)	Number of Months to Complete
Field Work and Data Collection	3 months
Initial Flood Modeling	6 months
Preliminary WMP	4 months
Revise WMP and Submit Completed WMP	10 months
Division Approval and Closeout	1 month
Total Months	24 months

Total Schedule	
Estimate the total duration of your proposed activities (do not exceed 24 months)	24 months
Proposed start date (MM/DD/YYYY)	10/01/2025
Proposed end date (MM/DD/YYYY)	9/30/2027

7. Budget

Cost estimates should be consistent with scope of work items and work schedule. Presented cost estimates in the budget should have sufficient source documentation or justification. Costs must be eligible under HMGP and conform to the requirements set forth in 2 CFR 200 E. Applicants must ensure that cost are reasonable, allowable, allocable, and necessary for the completion of a Watershed Master Plan consistent with the scope of work. Additional justifications related to the budget can be attached to your submitted proposal form.

Cost Item	Unit	Amount	Rate	Total Cost
Personnel				
Fringe Benefits				
Travel				
Equipment				
Supplies				
Contractual		$800,000		$800,000
Other				
			Total Project Cost	$800,000

8. Cost share

Maximum Federal Share for the project is 75 percent. Non-federal funding share is that portion of the total project costs provided by the non-federal entity in the form of in-kind contributions (professional services, labor, etc.) or cash match received from third parties or contributed by the entity. In-kind contributions must be provided and/or cash expended during the project period of performance to satisfy matching requirement. Please present the cost-share information for the proposed project below.

Federal and Non-Federal Cost Share Breakdown		
TOTAL PROJECT COSTS	**$ 800,000**	
Estimated Federal Share (max 75%)	$ 600,000	75%
Estimated Local Share: Cash	$ 200,000	25%
Estimated Local Share: In-Kind *	$ 0	%
Estimated Local Share: Third-Party *	$ 0	%
Date of local share funding availability	1/30/2025	
***Provide narrative or description of in-kind or third-party match sources below:**		

Federal and Non-Federal Cost Share Breakdown
Provide any additional comments and/or reference to applicable attachments (optional)
The $200,000 cost share funds will be approved by the Hardee County Board of County Commissioners in the FY25-26 Hardee County budget beginning October 1, 2025. The funds will be earmarked specifically for this project. Attachments to this submittal consist of: 1. LMS Endorsement Letter 2. Letter to request for NFIP addresses within the FEMA SFHA 3. EXHIBIT 1 – Countywide Map 4. EXHIBIT 2 – Model Limits Map 5. EXHIBIT 3 – County Roadway Flooding Map (Hurricane Ian)

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Rural Infrastructure Application
SUGGESTED ACTION:	- Motion to ratify the submission and acceptance of the Florida Commerce Florida Rural Infrastructure Fund Program Grant for the Hardee County EOC Archeological Survey in the amount of $20,000; 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- Florida Rural Infrastructure Application.pdf
Grant Application.pdf

Hardee County FLORIDA

Grants Management

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE-CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
DIRECTOR

ESTHER BRAGG
MANAGER

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: Florida Rural Infrastructure Application

Date: February 20th 2025

Florida Rural Infrastructure Application conducting an archeological survey on property owned by Hardee County and located in the City of Wauchula. It is a requirement of our current federal grant awarded for this project. This project is to replace the current EOC facility that is unstable during an activation as it does not meet current building codes and is not hardened, therefore poses a threat to the life and safety of our citizens as well as staff.

Staff is seeking approval to submit the grant application.

Florida Rural Infrastructure Fund Program

Application for Funding

Applicant: Hardee County
(Name of Applicant)

Project Title: EOC Archeological Survey
(Name of Project)

State Fiscal Year 2024-2025

Application Date: _____

Mailing Address: FloridaCommerce
Bureau of Small Cities and Rural Communities
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Web: http://www.FloridaJobs.org/RIF

Contents

Application Form

- **Part I – Applicant Profile**
- **Part II – Project Description and Timeline**
- **Part III – Economic Narrative**
- **Part IV – Project Budget**
- **Part V – Sources and Uses of Non-RIF Funds**
- **Part VI – Participating Party Information (if applicable)**
- **Part VII – Application Authorization**

Application Instructions

- **Part I – Applicant Profile**
- **Part II – Project Description and Timeline**
- **Part III – Economic Narrative**
- **Part IV – Project Budget**
- **Part V – Sources and Uses of Non-RIF Funds**
- **Part VI – Participating Party Information (if applicable)**
- **Part VII – Application Authorization**

Part I – Applicant Profile

Applicant Contact Information:

Entity Name: Hardee County Board of County Commissioners		
Street Address: 412 W. Orange Street, Ste. 201		
Mailing Address (if different):		
City: Wauchula	Zip Code: 33873	County: Hardee
Main Telephone: 863-773-6349	Main Facsimile: 863-773-5801	Federal ID Number: 59-6000632

Chief Elected Official: Russell Melendy	Title: Chairman
Telephone: 863-773-3430	Facsimile: 863-773-0958
E-mail Address: bcc@hardeecountyfl.gov	

Chief Financial Officer: Diane Moore	Title: Management & Budget Manager
Telephone: 863-773-3199	Facsimile: 863-773-5801
E-mail Address: diane.moore@hardeecountyfl.gov	

Applicant Project Contact: Lorie Ayers	Title: General Services Director
Street Address: 412 W. Orange Street, Ste. 201	
City: Wauchula	Zip Code: 33873
Direct Telephone: 863-773-6349	Facsimile: 863-773-5801
E-mail Address: lorie.ayers@hardeecountyfl.gov	

Application Preparer Information		
Preparer's Name: Lorie Ayers	Organization Preparing Application: ☒ Local Government ☐ Private Company ☐ Regional Planning Council	
Street Address: 412 W. Orange Street, Ste. 201		
City: Wauchula	State: FL	Zip Code: 33873
Telephone: 863-773-6349	Facsimile: 863-773-5801	
E-mail Address: lorie.ayers@hardeecountyfl.gov		

Consultant Information (if applicable)		
Consultant's Name:		☐ Private Company ☐ Regional Planning Council
Street Address:		
City:	State:	Zip Code:
Telephone:	E-mail Address:	

Demographics and Area Data		
U.S. Congressional District Number: 18	Florida Senate District Number: 27	Florida House District Number: 83
Total Population: 25,760 Source: https://www.census.gov/quickfacts/fact/table/hardeecountyflorida/PST045223 Source Date: 7/1/2023	Unemployment Rate: 4% Source: https://careersourceheartland.com/employers/employer-resources/regional-statistics/ Source Date: 1/24/2025	Poverty Rate: 20.5% Source: https://www.census.gov/quickfacts/fact/table/hardeecountyflorida/PST045223 Source Date: 7/1/2023

Indicate what RIF grant category is being applied for:

☐ Total Project Participation Grant

☐ Project Planning and Preparation Grant

☒ Preclearance Review Grant

Indicate the total amount of RIF funding being requested: $

If the proposed project is located in a Rural Area of Opportunity (RAO), indicate which one: (See list of RAOs in application instructions.)

☐ Northwest RAO

☒ South Central RAO

☐ North Central RAO

If applying for Panhandle Specific Appropriation funds, please indicate the County in which the project is located:

☐ Calhoun County ☐ Jackson County

☐ Gadsden County ☐ Liberty County

☐ Holmes County ☐ Washington County

Answer the following questions by clicking on the correct check box.

Historic Preservation Will the project impact a building, public improvement, or planned open space that is 50 or more years old? If yes, include the documentation specified in the application instructions.	☐ Yes	☒ No
Interlocal Agreement Will project activities require an interlocal agreement? If ***yes***, the interlocal agreement(s) must be included.	☐ Yes	☒ No
Regulatory Action Are improvements being made in this project to inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth? If ***yes***, include a copy of the letter citing the regulatory action.	☐ Yes	☒ No
Catalyst Site Is the project related to preclearance review and also located within a catalyst site as defined in Section 288.061, Florida Statutes? If ***yes***, include a map showing the boundary of the catalyst site and the project boundary within.	☐ Yes	☒ No
Comprehensive Plan Is the proposed project consistent with the applicant's Comprehensive Plan? The project must be consistent in order for the project to be funded through the RIF program and supporting documentation must be included with the application.	☐ Yes	☒ No

Part II – Project Description and Timeline

Project Description
Describe the proposed project in no more than three sentences:

The proposed project is to conduct an archeological survey on property owned by Hardee County and located in the City of Wauchula, identified to construct a new critical Emergency Operation Center (EOC), to better serve our citizens in a building that will be hardened to withstand hurricane force winds as the current EOC facility is unusable during an activation as it does not meet current building codes and is not hardened, therefore poses a threat to the life and safety of our citizens as well as staff. Hardee County has secured state appropriations and federal appropriations funding to assist in the design and construction of this critical facility, however the federal funding requires an archeological survey to be conducted prior to groundbreaking, which was not included in the proposed cost of this project and therefore, Hardee County does not have the funds to conduct this study. The project will enable the forward momentum in groundbreaking for the new EOC which will promote and improve the health and safety of our citizens and staff by providing a hardened building to conduct emergency operations as well as providing a location that will be available for the county to maintain operations during a large emergency event without interruption.

Clearly summarize the proposed project as outlined in the application instructions.

The proposed archeological survey will enable Hardee County to move forward with the construction of a new EOC to be located on property owned by Hardee County, which will maintain ownership and maintenance of the proposed building. The project is currently in the design phase, with a Construction Management at Risk (CMAR) contractor procured, and will soon be ready to begin the groundbreaking phase of the project. The phase I survey should be conducted within limits of construction of the proposed saferoom (see area attached Survey Map). The survey request shall be fulfilled by a Secretary of Interior (SOI) qualified Archaeologist and shall comply with the state guidelines for surveys as defined within Florida's *Archaeological and Historical Report Standards and Guidelines*: https://files.floridados.gov/media/700591/ch-1a-46-standards-and-guidelines.pdf. This funding request will enable Hardee County to procure an archeological firm to conduct a survey necessary to satisfy the federal funding requirements, enabling the project to move to the groundbreaking stage and keep the project moving forward without pause.

Proposed Timeline

Task/Activity Description	Task/Activity Duration	Deliverable
Once the archaeologist (Specialist) for the project has been contracted, communication between the subrecipient, the recipient, the Specialist and FEMA Region 4- EHP will start with a kick-off meeting to include the Specialist, FEMA EHP, FEMA HMA, the Florida Department of Emergency Management	4 months	Procurement Documentation, Kick-off meeting agenda/sign-in sheets, definite SOW, timeframes and expected deliverables

(FDEM), and the Subrecipient to clarify the project SOW, timeframes, and expected deliverables. i. Prior to the meeting the specialist shall send FEMA Region 4 EHP the planned survey methodology/research design for comment/review. This includes but is not limited to proposed shovel test locations, survey maps, and photo documentation methods. ii. During the meeting FEMA Region 4 EHP will provide feedback on the proposed survey methodology. The Specialist will communicate status updates with the FEMA Region 4 EHP office bi-weekly either via email updates or should more detailed discussion occur via a scheduled phone meeting.		
The Specialist will perform a Phase I Archaeological survey that is conducted in accordance with the standards for archaeology outlined in *Florida's Archaeological and Historical Report Standards and Guidelines.* No above ground historic resource survey is necessary. 3 i. Should intact features be encountered, please reach out to FEMA-R4-Section 106 prior to further excavation. ii. The Specialist must follow state standards for working with site file documentation and artifact processing and curation.	4 months	A draft report that conforms to the Florida survey and reporting standards set out in *Florida's Archaeological and Historical Report Standards and Guidelines* and an ESRI shapefile of the survey area will be submitted to FEMA Region 4 EHP office at fema-r4ehp106@fema.dhs.gov for review.

FEMA shall provide any comments and/or corrections to the Specialist. If needed, FEMA Region 4-EHP will arrange a meeting via phone to discuss any edits or corrections to the report/survey if applicable. The Specialist shall be responsible for completing any requested edits from FEMA to meet requirements as outlined in Florida's Archaeological and Historical Report Standards and Guidelines. The approved draft reports will be included with, FEMA's consultation with interested parties as per Section 106 of the NHPA. Should consulting parties have any edits or comments, FEMA will work with the Specialist to address recommendations.	4 months	A final report will be submitted to FEMA Region 4 EHP office electronically to fema-r4ehp106@fema.dhs.gov. ii. Curation (as applicable) and final deliverables will be sent to the State Sitefile, in accordance with *Florida's Archaeological and Historical Report Standards and Guidelines.* Final progress reports, and financial reimbursement requests submitted. Close-out documentation.

Part III – Economic Narrative

Provide a summary of the project's economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area.

The proposed archeological survey will enable the county to construct a new, state-of-the-art, hardened EOC provides significant economic benefits by enabling coordinated, efficient responses to disasters, minimizing damage to infrastructure and property, facilitating faster recovery, and potentially reducing insurance costs by mitigating the severity of emergencies, ultimately leading to less economic disruption and faster return to normal operations.

Describe the proposed project's potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:

- The nature of the business activities which will be conducted at the site of, or which relate to the project.
- Description of the capital investment in real and personal property – do not include product inventory.

The archeological survey will support the construction of a new EOC that will enable the implementation of advanced communication systems and data management tools, further enhancing its effectiveness and economic benefits. This proposed facility will facilitate consistent training & drills for EOC personnel crucial to ensure smooth operations and will involve the community in emergency preparedness planning maximizing the benefits of an EOC by promoting awareness and proactive measures.

Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will have ripple effects on the area's economy.

The Florida Division of Emergency Management is committed to support an application to fund an archeological survey necessary to move forward with constructing a new EOC for Hardee County, as the current facility has been identified by State officials as of 11 EOC's across the state that does not meet the current survivability standards. We have letters of support from Florida Division of Emergency Management's chief official Kevin Guthrie. Local letters of support have been obtained from the Hardee County Sheriff, Vincent "Vent" Crawford and Former Wauchula Police Chief and current City of Wauchula Assistant City Manager, John Eason. This project has received funding support from state legislative appropriations as well as federal appropriations. Additionally, local general revenue funds have been used to perform some aspects of the preconstruction components necessary to keep the project moving forward.

Part IV – Project Budget

Provide a breakdown of the total budget for the proposed project, including both RIF funding and other sources of funding.

ACTIVITY/TASK	RIF FUNDS	OTHER FUNDING SOURCES	TOTAL
Archeological Survey	$20,000	$0	$20,000
	$	$	$
	$	$	$
TOTAL	$20,000	$	$20,000

Provide an explanation of how the total infrastructure costs for the proposed project were estimated.

The Federal Emergency Management Agency that is managing the federal grant award funding, provided a memorandum to us to inform us of the requirement to conduct an archeological survey for this project. The memorandum included an estimated cost to complete the required study.

Part V – Sources and Uses of Non-RIF Funds

Source	Amount Contributed	Type (Loan, Grant, Local Government Funds, Donated Land, or Other Funding)
	$	
	$	
	$	
	$	
Totals	$	

Part VI – Participating Party Information (if applicable)

Complete and attach a Participating Party Information Form for each entity creating or retaining jobs as a result of this project.

N/A

Part VII – Application Authorization

I, the undersigned chief elected official or authorized representative of the applicant, certify that to the best of my knowledge:

a. *This application is in all respects fair and submitted in good faith without collusion or fraud;*
b. *If selected through this application process, the recipient will work in good faith and in partnership with the Department of Commerce to manage its grant in a timely and accurate manner;*
c. *The information in this application is accurate; and,*
d. *The undersigned is duly authorized to bind the entity represented in this application.*

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Russell Melendy, Chairman
Date:
If signed by a person other than the chief elected official, a signature authorization must be included.

Signature of Application Preparer if not an employee of the Applicant
Signature: _____
Typed Name and Title:
Name of Firm or Agency:

AGENDA ITEM NO. 11.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Updated Mosquito Control Grant
SUGGESTED ACTION:	- Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services Mosquito Control grant in the amount of $67,478.79, authorizing matching funds in an amount not to exceed $9,437.13; 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 MC 2-20-2025.pdf
Mosquito Control Budget Amendment.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Date: February 20th, 2025

Re: Mosquito Control increase #2

An annual Mosquito Control grant allocation to assist with summer trapping and spraying. The BCC approved the FY 2024-25 Detailed Work Plan on June 20, 2024, for the amount of $37,748.53.

An increased allocation in the amount of $27,745.59 was granted and the BCC approved that increase at their August 5, 2024, meeting.

We have received notification that the State has allocated an additional increase in the amount of $1,984.67. Requesting approval and ratification of the FY 2024-25 Mosquito Control Detailed Work Plan from the Department of Agriculture and Consumer Services which was due on February 14, 2025, allocating a total grant award of $67,478.79. A cash commitment of $9,437.13 is required.

Division of Agricultural
Environmental Services
(850) 617-7900

The Conner Building
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

Florida Department of Agriculture and Consumer Services

Commissioner Wilton Simpson

MEMORANDUM

February 4, 2025

TO: Tier III Programs

FROM: Shalinda Woods, Government Analyst I
Division of Agricultural Environmental Services

SUBJECT: Tier Change – State Funds Decrease

Good morning, Tier III Programs:

This letter is to inform you that upon our review of the Mosquito Control program Annual Certified Budgets, we have identified a change effecting Tier II and Tier III programs. Initially, for fiscal year 2024-2025, thirty-four programs classified as Tier III, which would have awarded state funding amounting to $65,494.12 annually. However, after a thorough review, thirty-three programs now classify as Tier III. As result of this adjustment, the Department will increase the FY 24/25 for Tier III which will adjust your state funding to $67,478.79 annually.

2024-2025 financial breakdown of each Tier

- *80% for Tier III: $67,478.79 - 33 participants @ $16,869.69 quarterly*
- *20% for Tier II: $55,670.00 - 10 participants @ $13,917.50 quarterly*
- *0% for Tier I - 20 participants*
- State Approved - 3 participants

Additionally, as a reminder, you must also prepare and submit for approval no later than Friday, February 14, 2025, a new copy of your Annual Certified Budget and a Budget Amendment using FDACS – 13613 Rev. 09/23 before funding can be expended. This form is on your Excel workbook(s) that you use to prepare and submit your monthly financial reports.

Please let me know if you have any questions or if I can help you in any way.

Sincerely,

Shalinda Woods,
Government Analyst I

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT.

Amendment No. 2 Fiscal Year 2024 - 2025 Date 2/4/25

Amending: Local Funds ____ **State Funds** X (Check appropriate fund account to be amended. Use a separate form for each fund).

The Board of Commissioners for: _____ hereby submits to the Department of Agriculture and Consumer Services, Mosquito Control Program for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
$ 65,520.78	$ -	$ 65,520.78	$ 1,984.67	$ -	$ 67,505.45

NAME SOURCE OF INCREASE: (Explain Decrease) _____

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	$ -	$ -	$ -	$ -
334.1	State Grant	$ 65,494.12	$ 1,984.67	$ -	$ 67,478.79
362	Equipment Rentals	$ -	$ -	$ -	$ -
337	Grants and Donations	$ -	$ -		$ -
361	Interest Earnings	$ -	$ -	$ -	$ -
364	Equipment and/or Other Sales	$ -	$ -	$ -	$ -
369	Misc./Refunds (prior yr expenditures)	$ -	$ -	$ -	$ -
380	Other Sources	$ -	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -	$ -
TOTAL RECEIPTS		$ 65,494.12	$ 1,984.67	$ -	$ 67,478.79
Beginning Fund Balance		$ 26.66	$ -	$ -	$ 26.66
Total Budgetary Receipts & Balances		$ 65,520.78	$ 1,984.67	$ -	$ 67,505.45

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	$ 1,200.00	$ -	$ -	$ 1,200.00
20	Personal Services Benefits	$ -	$ -	$ -	$ -
30	Operating Expense	$ 63,194.12	$ -	$ -	$ 63,194.12
40	Travel & Per Diem	$ -	$ -	$ -	$ -
41	Communication Services	$ 200.00	$ -	$ -	$ 200.00
42	Freight Services	$ -	$ -	$ -	$ -
43	Utility Service	$ -	$ -	$ -	$ -
44	Rentals & Leases	$ -	$ -	$ -	$ -
45	Insurance	$ -	$ -	$ -	$ -
46	Repairs & Maintenance	$ -	$ -	$ -	$ -
47	Printing and Binding	$ -	$ -	$ -	$ -
48	Promotional Activities	$ 200.00	$ -	$ -	$ 200.00
49	Other Charges	$ 528.66	$ -	$ -	$ 528.66
51	Office Supplies	$ 200.00	$ -	$ -	$ 200.00
52.1	Gasoline/Oil/Lube	$ -	$ -	$ -	$ -
52.2	Chemicals	$ -	$ 1,984.67	$ -	$ 1,984.67
52.3	Protective Clothing	$ -	$ -	$ -	$ -
52.4	Misc. Supplies	$ -	$ -	$ -	$ -
52.5	Tools & Implements	$ -	$ -	$ -	$ -
54	Publications & Dues	$ -	$ -	$ -	$ -
55	Training	$ -	$ -	$ -	$ -
60	Capital Outlay	$ -	$ -	$ -	$ -
71	Principal	$ -	$ -	$ -	$ -
72	Interest	$ -	$ -	$ -	$ -
81	Aids to Government Agencies	$ -	$ -	$ -	$ -
83	Other Grants and Aids	$ -	$ -	$ -	$ -
89	Contingency (Current Year)	$ -	$ -	$ -	$ -
99	Payment of Prior Year Accounts	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
Other	Please Select Other Accounting Code	$ -	$ -	$ -	$ -
TOTAL BUDGET AND CHARGES		$ 65,520.78	$ 1,984.67	$ -	$ 67,505.45
0.001	Reserves - Future Capital Outlay	$ -	$ -	$ -	$ -
0.002	Reserves - Self-Insurance	$ -	$ -	$ -	$ -
0.003	Reserves - Cash Balance to be Carried Forward	$ -	$ -	$ -	$ -
0.004	Reserves - Sick and Annual Leave	$ -	$ -	$ -	$ -
TOTAL RESERVES		$ -	$ -	$ -	$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		$ 65,520.78	$ 1,984.67	$ -	$ 67,505.45
ENDING FUND BALANCE		$ -	$ -	$ -	$ -

APPROVED: _____ DATE _____
Chairman of the Board, or Clerk of Circuit Court

APPROVED: _____ DATE _____
FDACS Mosquito Control Program Representative

FDACS-13613 Rev. 09/23

AGENDA ITEM NO. 11.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Modification 1 to HMGP Grant H7039
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of modification 1 of the HMGP Grant H7039 for the Hardee County building department generator in the amount of $99,226; 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:

Updated Memo HMGP B-Z Mod #1 (002).pdf
4486-037-R MOD #1 - For Subrecipient Signatre - 01-30-2025.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Date: February 20th, 2025

Re: H0739 Modification #1 Building Department Facility, Generator

Hazard Mitigation Grant Program Agreement #H0739 was awarded by the Division of Emergency Management to Hardee County in the amount of $35,784.44. Staff requested for the board's approval on June 15, 2023. The Agreement was executed August 8, 2023, and filed by the Clerk's office. (This amount included administrative costs of $1,876.04 and an additional cash match in the amount of $3,767.60) for a total project cost of $37,676.00 – The administrative costs are not included in the project cost as they can only be reimbursed for the cost of administrative costs incurred in managing the grant.)

Bids received exceeded the grant award. A budget increase was requested and approved by the Division of Emergency Management on February 1, 2024. Requesting BCC approval of Modification #1 to HMGP Agreement H0739 for the Building Department Facility, Generator increasing the grant award by $58,459.88 bringing the total grant funding to $94,244.32 (which includes an administrative cost of $4,940.92 – only allowable expenses are administrative costs incurred to manage the grant) plus the County cash match of $9,922.60, total project cost is $99,226.00.

Staff recommends approval of Modification #1 to Florida Division of Emergency Management Hazardous Mitigation Grant Program Agreement H0739.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Hardee County
PROJECT #:	4486-037-R
PROJECT TITLE:	Hardee County, Building Department Facility, Generator
CONTRACT #:	H0739
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Guadalupe Flores Permitting Specialist 401 West Main Street Wauchula, Florida, 33873

Enclosed is your copy of the proposed contract/modification between **Hardee County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 391-8406 or email me at Lillian.Whitcomb@em.myflorida.com.

Contract Number: H0739

Project Number: 4486-037-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND HARDEE COUNTY

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Hardee County ("the Sub-Recipient") to modify Contract Number: H0739, dated July 13, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $35,784.44, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by $58,459.88 under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by $58,459.88, for the maximum amount payable under the Agreement to $94,244.32, (Ninety-Four Thousand, Two Hundred and Forty-Four Dollars and Thirty-Two Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

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

4. 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.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

6. Attachment L – Florida Accountability Contract Tracking System (FACTS) Requirements for Non-Profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned to the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: HARDEE COUNTY

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Building Department Facility in Wauchula, Hardee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-037-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Hardee County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Building Department Facility located at 401 West Main Street, Wauchula, Florida 33873.

The HMGP project shall provide protection by purchasing and installing a diesel generator with a capacity of 50 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The scope of work includes the installation of a concrete pad and an Automatic Transfer Switch (ATS). This government critical facility houses the Building Department, Code Enforcement, Planning & Development, as well as the Information Technology, and Geographic Information Systems Departments. Installing the generator shall allow the County to maintain the building operational during future power outages, assisting the County's post disaster response.

The generator, and automatic transfer switch shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Building Department Facility	401 West Main Street, Wauchula, Florida 33873.	50	(27.546563, -81.815157)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

    2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Building Department Facility, Wauchula, Florida 33873, by installing a permanent generator with a capacity of 50 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility.

The generator, and automatic transfer switch shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-037-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 24, 2023; this Agreement was executed on July 13, 2023, and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	13	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**34**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$50,426.00	$45,383.40	$5,042.60
Labor:	$47,800.00	$43,020.00	$4,780.00
Fees:	$1,000.00	$900.00	$100.00
Initial Agreement Amount:	**$99,226.00**	**$89,303.40**	**$9,922.60**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$99,226.00**	**$89,303.40**	**$9,922.60**
****SRMC**			
SRMC:	$4,940.92	$4,940.92	
SRMC Total:	**$4,940.92**	**$4,940.92**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of **$0.00**.*

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $4,940.92 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$89,303.40	(90.00%)
Non-Federal Share:	$9,922.60	(10.00%)
Total Project Cost:	**$99,226.00**	**(100.00%)**
SRMC (100% Federal)	$4,940.92	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

AGENDA ITEM NO. 11.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Budget Amendments
SUGGESTED ACTION:	- Motion to approve the capital budget amendments as presented.

ATTACHMENTS:
aamemo amendments capital 022025.pdf
Capital Budget Amendments 02202025.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 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: February 14, 2025

There are several capital amendments before the board.

The first amendment decreases the State Appropriations Grant for the EOC building and increases the DHS EOC Grant balance, as well as decreases the Capital Project Buildings EOC expense. The amendment is bringing the grant balance forward into the Fiscal Year 2025 budget.

The second amendment increases the HMGP WH Lift Station grant, increases the cash match transfer from General Funds, and increases the Capital Project HMGP WH Lift Station expense. The amendment is increasing the Fiscal Year 2025 budget for a new grant.

The third amendment is increasing the TT grant FDOT Scrap for Martin Luther King and the respective capital project expense line. The amendment is increasing the Fiscal Year 2025 Budget with the grant amount.

The fourth amendment is decreasing the Wauchula Hills State Appropriation grant and the corresponding expense lines, decreasing Phase 8 water capital project and increasing the Phase 8 Wastewater capital project expense. The amendment is bringing the grant balance forward into the Fiscal Year 2025 budget.

The fifth amendment is increasing the cash forward from FY2024 that is not included in the FY2025 budget and increasing road and bridge machinery and equipment expense line to cover 2 dump trucks ordered last year and not received until FY2025.

The sixth amendment increases the SCAAP grant and the respective expense lines, SCAAP Justice Benefits and Transfer to General fund. The amendment is increasing the FY2025 budget to cover a new grant.

The last amendment is increasing the Vulnerability Assessment Grant and the respective profession services expense. The amendment is bringing the grant balance forward into FY2025.

Staff recommends approval of the attached capital amendments.

CAPITAL BUDGET AMENDMENTS
2024-2025

Febuary 20, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-02	Grant State Appriations EOC	$ 9,332,176.00	$ 9,332,176.00		$ 114,607.55	$ 9,217,568.45	Grant F0117 and R0875 Budget True Up FY2024-25 Begin
135-331-200-06	Grant DHS EOC Grant	$ 481,000.00	$ 481,000.00	391.00		$ 481,391.00	
135-525-062-00	CP Buildings EOC	$ 9,813,176.00	$ 9,813,176.00		$ 114,216.55	$ 9,698,959.45	
135-331-500-12	HMGP WH Lift Station Grant	$ -	$ -	$ 59,820.63		$ 59,820.63	HMGP Agreement 4673-017-R (H1086)
135-381-000-00	Transfer from General Fund	$ 82,485.00	$ 82,485.00	$ 27,403.00		$ 109,888.00	
135-535-164-12	CP HMGP WH Lift Station Exp	$ -	$ -	$ 87,223.63		$ 87,223.63	
102-334-490-41	TT Grant FDOT SCRAP MLK 448743	$ -	$ -	2,637,946.00		$ 2,637,946.00	MLK Resurfacing DCOP agreement G3922 of $2637946 to add the contracted amount to the GL listed fy FY25
102-541-363-41	TT CP MLK Bay to Sally 448743	$ -	$ -	2,637,946.00		$ 2,637,946.00	
402-331-310-0	DEP ARPA Grant Phase 8- WG096	$ 1,844,925.00	$ 1,844,925.00		$ 144,365.00	$ 1,700,560.00	DEP ARPA GRANT-PHASE 8 WG096 Tru Up for FY 25.
402-533-263-16	DEP ARPA Grant - Phase 8 Water-WG096	$ 461,231.00	$ 461,231.00	99,953.80		$ 561,184.80	
402-535-263-16	DEP ARPA Grant- Phase 8 WW WG096	$ 1,383,694.00	$ 1,383,694.00		$ 244,318.80	$ 1,139,375.20	

102-399-000-1	TT Cash Forward	$ 2,355,559.00	$ 2,355,559.00	$ 410,815.00		$ 2,766,374.00	To cover PO#528758 2 dump trucks not expensed in FY2024 rolling forward into FY2025
102-541-064-0	R & B Machinery and Equipment	$ 974,039.00	$ 1,015,188.00	$ 410,815.00		$ 1,426,003.00	
135-331-290-00	SCAAP Grant	$ -	$ -	$ 16,923.00		$ 16,923.00	New Grant Award 15PBJA-24-RR-05654-SCAA
135-521-049-00	SCAAP Justice Benefits Exp	$ -	$ -	$ 3,723.06		$ 3,723.06	
135-581-000-18	SCAAP Transfer to GF Exp	$ -	$ -	$ 13,199.94		$ 13,199.94	
135-334-200-09	DEP Resilient FL Grant Velnerability Assessment	$ 95,000.00	$ 95,000.00	$ 55,000.00		$ 150,000.00	Grant 23PLN113 Grant Balance Forward into FY2024-2025.
135-525-031-02	Vulnerability Assess-Professsion Svcs Exp	$ 95,000.00	$ 95,000.00	$ 55,000.00		$ 150,000.00	

AGENDA ITEM NO. 11.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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 -** Awarding Generator Purchase and Installation for the Building Department to Mid-Florida Diesel
SUGGESTED ACTION:	- Motion to award the purchase and installation of a 50 KW generator for the building department to Mid-Florida Diesel in an amount not to exceed $99,226; subject to approval by the County Attorney, and authorization for the County Manager or Chair to sign any documents in furtherance thereof.

ATTACHMENTS:

Award Memo Mid-Florida Diesel to install 50kW GENSET at Building Department.pdf

FSA Bid-50KW Diesel Generator Hardee County S FLPermit Building, 09-10-2024-RA-5_updated Feb 11-2025.pdf

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Christopher Simpron, Assistant County Manger
Lorie Ayers, General Services Directory

From: Bobby Keene, Capital Projects Manager

Date: February 20th, 2025

Project: Award Mid-Florida Diesel to install 50kW GENSET at Building Department

In coordination with Florida Department of Emergency Management (FDEM) and County staff through the Local Mitigation Strategy (LMS) group. Staff have completed all required steps to obtain grant funding through the Hazardous Mitigation Grant Program (HMGP) that was previously approved by the Board of County Commissioners (BOCC).

Staff is recommending utilization of the agreement we have with Mid-Florida Diesel for PM, EMRS, Relocation and Installation Services. Under this agreement projects are awarded via PO. Procurement of the items needed will be through the FSA Cooperative Purchasing Program pricing. All other costs associated with this project will be kept under a 15% marked up value. The total cost of the project is $99,226.00 budgeted amount set forth in the HMGP Agreement H0739 between FDEM and the BOCC.

Staff recommends approval to award Mid-Florida Diesel to install 50kW GENSET at Building Department.

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107
WWW.MIDFLORIDADIESEL.COM

Feb 11, 2025

PROPOSAL

For
50KW Diesel Generator
Florida Sheriff Association Bid FSA 23-EQU21.0 Item #181

Hardee County Utilities

ATTN**: Bobby Keene/Mitsy Flowers**

Mid Florida Diesel submits the following proposal for the project: **Permit Building**

Blue Star Power Systems MODEL: (Qty. - 1) JD50-03 **(Quote # 1002-2023-RA-5)**

GENERATOR: 50 kW
VOLTAGE: 480 volt Three-Phase
ENGINE: 4045TF280, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%
UL2200
EPA Tier 3
Stamford UCI224F 12 Lead Wired 480V 3 Phase High Wye 80°C Rise Over 40°C Ambient

CONTROL PANEL:

DGC-2020 Control Panel (Expanded)

Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent)
Included Accessories

ENCLOSURE:

Weather Proof Steel Enclosure-- Level II
Weather Proof Enclosure- Made with 14 Gauge Steel Rugged
and Durable 200 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed

Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5” Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail
Accessories:
Sound Attenuation Foam 1.5”
200 mph Wind Load Rated
Color-White

COOLING SYSTEM:
Unit Mounted Radiator
Accessories:

CIRCUIT BREAKERS:
80A BREAKER – 480v Thermal Magnetic 80% rated Mounted and Wired in a NEMA 1 Enclosure (Qty: (1 per gen) Circuit Breaker - UL listed and CSA certified.
Accessories:

BATTERY:
Lead Acid Battery

BLOCK HEATER: 1500 Watt
Standard -20 F w/isolation valves 120v
1 phase

VIBRATION ISOLATION:
Vibration Pads Isolator

BATTERY CHARGER:
(12 Volt, 6 Amp)
Included Accessories:

SUB BASE TANK:
Sub Base Fuel Tank Steel (with Stub Up) (120 Gallons Capacity-24hrs run time)
Accessories:
UL 142 Approved
Double Wall
Emergency Pressure Relief Vent Cap Set (1/2 PSI) - 2" (1)
1.5” Normal Vent Cap

MUFFLER:
Critical Grade Muffler –
Accessories:
Rain Cap

MISCELLANEOUS:
Certified Factory Test
Manual – One (1) Instruction Manuals
2 Yr/2000 Hr Standby Limited Warranty
Test Acceptance Run by Factory Trained Representative (Start Up)

Proposal Summary:

FSA Item #181 Standard Blue Star JD60-02 Bid: **$38,270.00**

FSA Item #181 Credit Option-Downgrade to an 50KW (Order Code: JD50-03): **-($ 930.00)**

SubTotal: **$37,340.00***

***ADDER:** Permanent Magnet Item #181 (Order Code-PMG): **$1,640.00**

ADDER: Item #181 (Order Code 30% discount off List Price)

***ADDER:** Upgrade to 48Hr. Tank 240 Gallon Diesel Fuel Tank**-** Item #181 List Price: **$10,171.00**

(Order Code 30% discount off List Price) Subtract 30%: **-($3,051.00)**

Sub-Total Price: $7,120.00*

Combined Total: $ 46,100.00*

***Discount: Remove Diesel Fuel Tank: 24 Hr. 120 gallon tank: -($3,984.00)**

Total: $42,116.00

(Tax Not Included)

Florida Sheriff Association Bid FSA23-EQU21.0 Item #493

ASCO 300 Series AUTOMATIC TRANSFER SWITCH:

ASCO 300 G Series Poles: 3, 100 amp, Rated (Qty: 1)
480 Volts, Three-Phase
Open-transition
Solid Neutral
Withstand rating: 200,000 (With Current Limiting Fuses), 42,000 (Specific Breaker),N/A (Any Breaker)
Test Switch
Manual Bypass of Transfer to Normal TD
ATS Switch Position Indicating Lights
Source Available Indicating Lights
Automatic Engine Exerciser with Load/No Load Selector Switch
ATS Position Indicating Contacts (1 Normal, 1 Emergency)
Provisions for Remote Transfer Contact (Peak Shaved) bypassed if Emergency Fails
In-Phase Monitor for Motor Load Control
Selective Load Disconnect
Provisions for Inhibiting Transfer to Emergency
Time Delay Momentary Outage Override (Normal)
Time Delay Momentary Outage Override (Emergency)
Time Delay Transfer to Emergency
Time Delay Re-transfer to Normal
Time Delay Engine Cool Down
WARRANTY - Two (2) Year Basic ATS Standby Limited Warranty
NEMA: 3R + Enclosure (Outdoor Mounting)
Accessories:
Deluxe Exerciser

ATS Proposal Summary:

FSA Item #493- 600 amp Transfer Switch Bid: $5,580.00

Downgrade to 100amp Transfer Switch (Order Code: 100amp): -($2,190.00)

Sub- Total: $3,390.00

***ADDER: Service Entrance Rated Item #493 100amps thru 225amps**
(Order Code: SER-100-225): $4,920.00

Sub-Total Price: $8,310.00*

Non-Contractual FSA: Installation of Generator and ATS:

Price includes providing and installing all materials, labor, supervision and equipment needed to complete the following;

- Provide engineered electrical drawings and obtain electrical permit.
- Install new 200 amp 3 phase meter can and service entrance rated ATS on concrete poles. Locate existing conduit from utility company to existing meter and turn up into new meter and ATS. Demo existing meter can and relocate conduit into main disconnect. Provide and install new conductors in existing conduit from new meter to utility company's source. Reuse existing conductors from ATS to existing main disconnect.
- Pour concrete slab for generator.
- Run conduit and wire from generator to ATS.
- Run circuit from control panel or ATS to generator for block heater and battery charger.
- Run stop/start circuit from ATS to generator.
- Offloading and placement and securing of generator to slab by Mid Florida Diesel.

Total installation cost: **$48,800.00**
(Tax Not Included)

Project Grand Total Price including installation: **$99,226.00**
(Tax Not Included)

NOTES:

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.

2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.

3. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price

6. EXCLUSIONS: Fuel, Springs Isolator. We have not seen specs.

7. Start Up included in price

8. Freight included in the price.

9. Terms: Net 30 Day-- No retain age without written pre-accepted agreement.

Note: * See attached FSA Bid and Spec sheets

****

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 30-38 Weeks Generator (contingent to component availability)
20-30 Weeks ATS (contingent to component availability)

BY: *Ramón Almeida*
Ramón Almeida
Mid Florida Diesel, Inc.

AGENDA ITEM NO. 11.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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 -** Work Order 4 for Professional Engineering Services Within Pioneer Park
SUGGESTED ACTION:	- Motion to approve the continuing contract service agreement between the County and Craig A. Smith & Associates to include work order number 4 for Pioneer Park wastewater and potable water improvements, 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:

County Memo.pdf
4489Hardee-PioneerParkWaterSewerDesignAgreementdigsignFinal.pdf
Craig A Smith Work Order 4 for RIF Pioneer Park Wastewater and Potable Water ImprovemeentFinal.pdf

Hardee County
FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Christopher Simpron, Assistant County Manger
Evelyn Guffey, Solid Waste and Utilities Director

From: Bobby Keene, Capital Projects Manager

Date: February 20th, 2025

Project: Work Order #4 - Professional Engineering Services for Wastewater and Potable Water Improvements within Pioneer Park

The county was awarded $235,000.00 from the Florida Rural Infrastructure Fund and has since entered into agreement with Florida Commerce to manage these funds. This grant is to be used in the planning and design of Wastewater and Potable Water improvements within Pioneer Park.

County Staff along with Craig A. Smith and Associates have developed a proposal to provide Professional Engineering Services that will provide 100% engineering design of Utilities for Pioneer Park.

County staff recommends approval of Work Order #4 to our continuing service contract for service agreement with Craig A Smith and Associates to provide Professional Engineering services for Wastewater and Potable Water Improvements within Pioneer Park.

CRAIG A. SMITH & ASSOCIATES

PROFESSIONAL ENGINEERING SERVICES
PROPOSAL
PROJECT SCOPE AND FEE

FOR

PIONEER PARK
WASTEWATER & POTABLE WATER IMPROVEMENTS

CAS PROPOSAL No.: 4489

DATED: December 3, 2024

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers Surveyors Utility Locators Grant Specialists
1425 E. Newport Center Drive, Deerfield Beach, FL 33442
TEL 561.314.4445 FAX 561.314.4457

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

PROJECT NAME: HARDEE COUNTY UTILITIES
PIONEER PARK
WASTEWATER & POTABLE WATER IMPROVEMENTS

CAS PROPOSAL NO.: 4489

PROJECT DESCRIPTION:

The project consists of the construction of a sanitary sewer & potable water system expansion, sewer & water services, and other appurtenances. The improvements are located within and proximate to Pioneer Park.

The services proposed to be provided to Hardee County include preparation of Construction Plans, Specifications, and Bid Documents for Hardee County Pioneer Park Improvements. The scope of work includes: The addition of approximately 3,800 feet of 8 inch diameter sanitary sewer mains, gravity sewer and manholes; 5,400 feet of 6 inch watermains, 1,500 feet of 4 inch sanitary sewer force mains, and a lift station to be installed in Pioneer Park. This will include complete road replacement within the limits of construction in the road, and the restoration of driveway aprons and sod within the right-of-way. All water services shall be transferred from existing well to the Hardee County Water System.

The project will be completed using Federal and or State funding sources and federally required affidavit and contract clauses shall be incorporated and attached to this scope of work as Exhibit "A" as if fully set forth herein.

OWNER/CLIENT: **HARDEE COUNTY Board of County Commissioners**
ATTN: **Bobby Keene – Project Manager, Hardee County Utilities**
ADDRESS: **2428 Commerce Court**
Bowling Green, Florida 33834
PHONE: **(863) 773-3465**

GENERAL: Craig A. Smith & Associates will provide preliminary engineering, engineering design services and construction plans.

More specifically, the scope of work is as follows:

PRECONSTRUCTION ACTIVITIES

TASK 1 ROUTE AND TOPOGRAPHIC SURVEY; SKETCH AND DESCRIPTION – UTILITY EASEMENT

Prepare topo survey for this project within the construction limits inside Pioneer Park. Conduct a topo survey for force main crossing of SR 64. Prepare topo survey along Vermillion Road from SR 64 to the terminal manhole on Vermillion Street.

LUMP SUM FOR TASK 1: $37,540.00

TASK 2 ENGINEERING DESIGN AND CALCULATION

CAS will perform site layout of all proposed sanitary sewers and potable water to serve all occupied lots. Perform engineering analysis to determine flows, verify system capacity, utility pipe sizing, sewer & water pipe routing, preliminary profiles to determine depth and slope design, sewer & water appurtenances and produce preliminary plans.

LUMP SUM FOR TASK 2: $60,460.00

TASK 3 GEOTECHNICAL SERVICES

Perform limited soil borings within the proposed project site and pipeline routing areas to provide a reference of typical soil types which are prevalent and may be encountered as a supplemental aid to the Contractor. The soil(s) indicated on the geotechnical report are an indicator of what may be encountered within the vicinity of said borings.

LUMP SUM FOR TASK 3: $5,500.00

TASK 4 ELECTRICAL ENGINEERING SERVICES

Electrical Engineering Services during design and construction to design lift station electrical components and controls

LUMP SUM FOR TASK 4: $12,500.00

TASK 5 ENGINEERING CONSTRUCTION PLANS, SPECIFICATIONS & BID PACKAGE

CAS will develop and provide a set of permitted plans with the improvements to be constructed as outlined herein and as described in these documents.

Sanitary sewers are proposed throughout Pioneer Park, with approximately 3,800 feet of 8 inch diameter sewer mains aligned with the adjoining streets, 1,500 feet of 4 inch sanitary sewer force main, and a lift station to be installed. Sewer laterals will be installed for all the necessary tie-ins along the described route, throughout the park to the connection at the occupied structure in consideration of cost-effective sufficient cover and depth.

The design of water mains are proposed throughout said project limits, including nearly 5,400 feet of 6 inch. Water services will be installed for all the structures and necessary taps along the water main route.

CAS will also prepare cost estimate of construction based on final design. CAS will prepare contract documents to include (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

LUMP SUM FOR TASK 5: $110,000.00

TASK 6 ENGINEERING PERMITTING SERVICES

CAS will perform, provide, and submit all required FDEP potable water, domestic wastewater, and FDOT Right of Way Permit, Hardee County Road and Bridge Permits, including supporting documents and one response to RFI's for final issuance of permits for the improvements.

LUMP SUM FOR TASK 6: $9,000.00

HARDEE COUNTY UTILITIES
PIONEER PARK
WASTEWATER AND POTABLE WATER IMPROVEMENTS
SUMMARY - PROPOSED PROFESSIONAL SERVICES

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific task:

ENGINEERING FEE SUMMARY (BASIC SERVICES, TYPE "D" SERVICES AND CONSTRUCTION SERVICES)

		Lump Sum
ENGINEERING SERVICES		
Basic Services:		
TASK 2	ENGINEERING DESIGN AND CALCULATION	$60,460.00
TASK 5	ENGINEERING CONSTR. PLANS, SPECS AND BID PACKAGE	$110,000.00
TASK 6	ENGINEERING PERMITTING SERVICES	$9,000.00
	Total Engineering Services: $	**179,460.00**
TYPE "D" SERVICES		
TASK 1	ROUTE & TOPOGRAPHIC SURVEY	$37,540.00
TASK 3	GEOTECHNICAL SERVICES	$5,500.00
TASK 4	ELECTRICAL ENGINEERING SERVICES	$12,500.00
	Total Type "D" Services: $	**55,540.00**
	Total Professional Services Fee: $	**235,000.00**

Fee for the above-described work is Two Hundred Thirty-Five Thousand Dollars and 00/100 – $235,000.00.

ADDITIONAL SERVICES:
Any service not specifically included in the agreement will be considered as an additional service. CAS will accomplish additional services only upon proper written authorization of Hardee County. Any additional time will be billed at our current general contracted hourly rates or at a mutually agreed upon Lump Sum Fee.

If you are in agreement with the above scope of service and the terms, please sign in the authorization space provided below and return one (1) executed copy of this proposal to our office at 1425 E. Newport Center Drive, Deerfield Beach, FL 33442 so that we can proceed.

Should you have any questions or need additional information, please do not hesitate to contact this office.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES

Andrea Digitally signed by Andrea Date: 2025.01.31 14:29:48 -05'00'

Stephen C. Smith, P.E.
President

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIRMAN: Russell Melendy

cc Daniel Shonk, P.E.
Greg Giarratana, P.M.

Date

\\cas-file\admin\proposal-assembly_completed_proposals_\2023\4489-hardee_co_pioneer_park_water_sewer\proposal\engineeringolny\4489hardeecopioneerparkproposal9-18-24eng.doc

EXHIBIT "A"
Professional Engineering Services
Project Scope and Fee
Pioneer Park Wastewater and Potable Water Improvements

ADDITIONAL TERMS AND CONDITIONS & FEDERAL AID AFFIDAVIT – FEDERAL & STATE ASSISTANCE

These provisions supersede and take precedence over any other clause or provision contained within the Agreement between Hardee County ("County") and Craig A. Smith & Associates ("Contractor") for Professional Engineering Services that may be in conflict therewith. The term "Contractor" shall have the same meaning as defined in the Agreement.

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. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION-NONCONSTRUCTION

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 4220.1F 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.

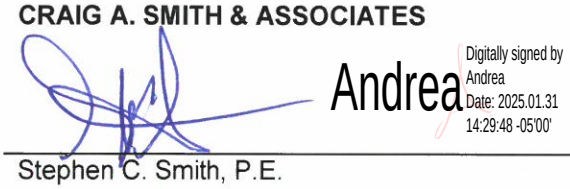
C. If it is later determined by the County that the Contractor's failure to perform is a result of Force Majeure, the County may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under subsection (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.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES



Stephen C. Smith, P.E.
President

cc Daniel Shonk, P.E.
Greg Giarratana, P.M.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIRMAN: Russell Melendy

Date

Professional Engineering Services
Project Scope and Fee
Pioneer Park Wastewater and Potable Water Improvements

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): 47

(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.

GS
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.

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 RFP. 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 RFP: (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 professional 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)*

Andrea Digitally signed by Andrea Date: 2025.01.31 14:29:48 -05'00'

SIGNATURE 12/3/24 **DATE**

PRESIDENT

TITLE

CRAIG A. SMITH & ASSOCIATES LLC

NAME OF COMPANY

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavit.

In the presence of:

Daniel Shonk Digitally signed by Daniel Shonk DN: C=US, E=Dshonk@craigasmith.com, O=Craig A. Smith, OU=Engineering, CN=Daniel Shonk Date: 2025.01.31 09:17:06-05'00'

Witness #1 Print Name: Daniel Shonk

Andrea Digitally signed by Andrea Date: 2025.01.31 14:29:48 -05'00'

Witness #2 Print Name: Frank Vilar

Signed, sealed and delivered by:

Andrea Digitally signed by Andrea Date: 2025.01.31 14:29:48 -05'00'

Print Name: Steve Smith

Title: President

Firm: Craig A. Smith

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 30 day of January, 2025 by Stephan Smith (name of person) as President (type of authority) for craig A Smith. (name of party on behalf of whom instrument is executed).

Andrea Digitally signed by Andrea Date: 2025.01.31 14:29:48 -05'00'

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

NOTARY PUBLIC STATE OF FLORIDA
ANDREA COLE
MY COMMISSION # HH 413340
EXPIRES: July 11, 2027

WORK ORDER No. 4

CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN
HARDEE COUNTY
AND
Craig A. Smith & Associates

This Work Order No. 4, made and entered into as of this 30 day of January 2025, pursuant to that certain contract for Continuing Professional Services (the "Continuing Contract") between the Hardee County, Florida (the "COUNTY") and Craig A. Smith & Associates, a Florida corporation (the "CONTRACTOR"), made as of the 21st Day of July 2022. All terms used herein shall have the meaning set forth, or referred to, in the Continuing Contract unless otherwise defined herein.

1. This Work Order No. 4 is executed in connection with and is deemed to be part of the Continuing Contract.
2. The Scope of Work for Work Order No. 4 is more particularly described on the following documents attached hereto as Exhibit(s) A – Project Scope and Fee and hereby incorporated into the Continuing Contract.
3. The date of commencement for the work for Work Order No. 4 shall be as indicated in the "Notice to Proceed" issued by the Hardee County Manager or Designee, and the CONTRACTOR agrees that final completion shall be 365 calendar days from date of commencement.
4. The compensation to the CONTRACTOR under this work authorization shall be the sum of: Two Hundred Thirty Five Thousand Dollars ($235,000.00).
5. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Work Order or the Continuing Contract, unless executed with the same formality as the corresponding Work Order or Continuing Contract document.
6. Other conditions of this Work Order No. 4 are:
   Project per attached Scope elements specifically listed to complete certain tasks.
   There is no intent to change standard terms & conditions of existing Contract.

[SIGNATURE PAGE TO FOLLOW]

HARDEE COUNTY

By: _____
Terry Atchley, County Manger

Witness:

By: _____

Craig A. Smith and Associates

By: Stephen C. Smith
Digitally signed by Stephen C. Smith
Date: 2025.01.31 14:20:35 -05'00'
Stephen C. Smith, P.E., President

Witness:

By: Daniel E. Shonk
Digitally signed by Daniel E. Shonk
DN: E=dshonk@craigasmith.com, CN=Daniel E. Shonk, O=Craig A. Smith & Associates, L=Boca Raton, S=Florida, C=US
Date: 2025.01.31 14:47:23-05'00'
Daniel Shonk

EXHIBIT "A-2"

Notice to Proceed

Date: _____

Subject: Notice to Proceed

Work Order No. 4 :

Reference: Continuing Contract for Professional Services between the COUNTY and Craig A. Smith & Associates.

Project Description: Proposal for Professional Engineering Services For Pioneer Park Wastewater & Potable Water Improvements

This Notice to Proceed is issued as of this _____ day of _____, 2025 in accordance with the Continuing Contract for Professional Services ("Continuing Contract") between COUNTY and CONTRACTOR. CONTRACTOR is hereby authorized and directed to perform the services required for the above referenced Work Order, and for the total compensation set forth in Work Order No. 4 attached hereto as Exhibit A. All services shall be performed in accordance with the terms of the Continuing Contract and Work Order and shall be completed within the time provided for in Exhibit 1. The date of commencement for the Work Order shall be effective as of the date of this Notice to Proceed.

Other conditions of this Notice to Proceed include:

None.

HARDEE COUNTY

By: _____
Terry Atchley, County Manager or Designee

AGENDA ITEM NO. 11.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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 2025-36 - Award ITB 25-002 to Syberstone LLC for Wi-Fi Installation at Hardee Lakes and Pioneer Park
SUGGESTED ACTION:	- Motion to approve Resolution 2025-36, A Resolution of the Board of County Commissioners of Hardee County, approving the award of invitation to bid (ITB) number 25-002 for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park; authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Syberstone LLC in an estimated amount of $151,784; providing for authorization and providing for an effective date.

ATTACHMENTS:

County Memo - Award ITB 25-002.pdf
HC Resolution No. 2025-36_ITB Award to Syberstone LLC.docx
The ITB Bid Packet.PDF
HC Construction Agreement with Syberstone LLC_ ITB_No. 24-009.doc

Hardee County FLORIDA

Public Works

Road and Bridge Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Christopher Simpron, Assistant County Manger

From: Bobby Keene, Capital Projects Manager

Date: February 20th, 2025

Re: Approving the award of ITB 25-002 for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Parks

On November 20th, 2024, Hardee County issued Invitation To Bid No. 25-002 seeking bids for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Parks.

On December 19th, 2024, one responsive bid was received from Syberstone LLC. Upon review, the responsive and responsible bidder gave an estimated amount of $151,784.00.

County staff recommends award of ITB No. 25-002 for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park to Syberstone LLC.

RESOLUTION NO. 2025-36
HARDE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-002 FOR THE INSTALLATION OF Wi-Fi INFRUSTRUCTURE AT HARDEE LAKES AND PIONEER PARK; AND AUTHORIZING THE COUNTY MANAGER OR CHAIR TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER SYBERSTONE LLC. IN AN ESTIMATED AMOUNT OF $151,784.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 20, 2024, Hardee County (the "County") issued Invitation to Bid No. 2025-002 (the "ITB No. 2025-002") seeking bids for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park (the "Services"); and

WHEREAS, on December 19, 2024, one bid was received from Syberstone LLC, ; and

WHEREAS, upon review of the bids it was determined that Syberstone LLC. ("Syberstone LLC.") was the lowest responsive and responsible bidder in an estimated amount of $151,784.00; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award the ITB No. 2025-002 for the installation of infrastructure Wi-Fi at Hardee Lakes and Pioneer Park according to scope and work plan to Syberstone LLC. and authorize the County Manager or Chair to execute an agreement, and any renewal options, in an estimated amount of $151,784.00.

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

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

Section 2. **Award.** That the Board hereby awards ITB No. 2025-002 for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park to Syberstone LLC.

Section 3. **Authorization.** That the Board hereby authorizes the County Manager or Chair to enter into an agreement, including any renewal options, with Syberstone LLC. in an estimated amount of $151,784.00 for the installation of Wi-Fi infrastructure at Haree Lakes and Pioneer Park, subject to the County Attorney's approval as to form, content, and legal sufficiency.

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah L. Johnston
County Attorney

REQUIRED FORMS CHECKLIST

- [X] BID BOND
- [X] BID FORM
- [X] SWORN STATEMENT UNDER FLORIDA STATUTE CHAPTER 112
- [X] STATEMENT OF NO BID
- [X] E-VERIFY FORM
- [X] ANTI-COLLUSION AFFIDAVIT
- [X] ANTI-LOBBYING AFFIDAVIT
- [X] CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- [X] CERTIFICATION REGARDING DEBARMENT, SUSPENSION
- [X] DRUG-FREE WORKPLACE AFFIDAVIT
- [X] HOLD HARMLESS
- [X] ACKNOWLEDGEMENT OF ADDENDA

Firm: Syberstone LLC **Date:** 12/12/2024

Authorized Signature: Mason Stone

Print or Type Name: Mason Levi Stone **Title:** Owner

25-002

BID FORM

HARDEE COUNTY PURCHASING DEPARTMENT
Attn: Carmen Soles, Purchasing Director
205 Hanchey Rd
Wauchula, FL 33873

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with them. Therefore, in compliance with your invitation to Bid, the undersigned hereby proposes to furnish as per ITB 25-002 at the following lump sum: (in figure) **$** 151,784.00 ; (this bid price in words) One hundred fifty-one thousand seven hundred eighty-four dollars.

==========

In submitting this bid, it is understood that the County of Hardee reserves the right to reject any or all proposals and to waive any technicality in any proposal in the interest of the County of Hardee.

Dated this 12th day of December, 2024.

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

NAME OF PERSON/FIRM: Syberstone LLC

BY: _____ Owner
(Signature of authorized person) (Title)

ADDRESS: 211 W Oak St. Apt 7 Wauchula, FL 33873

TELEPHONE: (863) 781- 8181 FAX: _____

OFFICERS OF CORPORATION OR MEMBERS OF PARTNERSHIP:

Mason Levi Stone AMBR

HARDEE COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS
SWORN STATEMENT UNDER Florida Statute chapter 112,

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with **Sealed Bid** 25-002 I understand that an "affiliate" as defined in, Hardee County standards of conduct, means: The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.
2. I understand that the relationship with a County Commissioner or County employee must be disclosed as follows: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

   3.1 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in Section 3 Hardee County standards of conduct, with any County Commissioner or County employee.

   3.2 _____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity have the following relationships as listed in #3 above.

Name of Affiliate or Entity	Name of County Employee	Relationship

This sworn statement is submitted by:
Syberstone LLC
(FIRM)
Mason Stone
(SIGNATURE)
12/12/2024
(DATE)
85-3126452
(FEIN/SS#)

STATE OF Florida
COUNTY OF Hardee
The foregoing instrument was acknowledged before me this 12th day of December, 2024, by Mason Stone who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Esther Servin
Signature
Print: Esther Servin
State of Florida at Large
My Commission Expires:
August 31, 2026

(Seal/Stamp)

ESTHER SERVIN
Notary Public - State of Florida
Commission # HH 307371
My Comm. Expires Aug 31, 2026
Bonded through National Notary Assn.

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the County 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 contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity'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 signing below, the contracting entity 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 attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Meana faison

Witness #2 Print Name: Evelyn Smith

Signed, sealed and delivered by:

Print Name: Mason Levi Stone

Title: Owner

Entity Name: Syberstone LLC

ACKNOWLEDGMENT

State of Florida
County of Hardee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of December, 2024, by Mason Stone (name of person) as Owner (type of authority) for Syberstone LLC (name of party on behalf of whom instrument is executed).

ESTHER SERVIN
Notary Public - State of Florida
Commission # HH 307371
My Comm. Expires Aug 31, 2026
Bonded through National Notary Assn.

Esther Servin
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

ANTI-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hardee

Mason Levi Stone, being first duly sworn deposes and says that:

1. He is the Owner of Syberstone LLC attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against____, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (Signature)

Mason Levi Stone Owner (Printed Name and Title)

Subscribed and sworn to before me,
this the 12th day of December, 2024

Notary Public Esther Servin.

County of Hardee, FL.

My Commission expires August 31, 2026

ESTHER SERVIN
Notary Public - State of Florida
Commission # HH 307371
My Comm. Expires Aug 31, 2026
Bonded through National Notary Assn.

ANTI-LOBBYING AFFIDAVIT

STATE OF Florida

COUNTY OF Hardee

Mason Levi Stone, being first duly sworn deposes and says that:

1. He is the Owner (Title) of Syberstone LLC (Company Name);
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub- contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

(Signature)

Mason Levi Stone Owner (Printed Name and Title)

Subscribed and sworn to before me,
this the 12th day of December, 2024

, Notary Public Esther Servin

County of Hardee, FL.

My Commission expires August 31, 2026

ESTHER SERVIN
Notary Public - State of Florida
Commission # HH 307371
My Comm. Expires Aug 31, 2026
Bonded through National Notary Assn.

CONFLICT/NON-CONFLICT OF INTEREST

STATEMENT CHECK ONE

[X] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[X] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any stat or federal court, during ten (10) years.

Syberstone LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Mason Levi Stone

NAME (PRINT OR TYPE)

Owner

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide

documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in

disqualification of your bid .

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mason Levi Stone Owner
Name and Title of Authorized Representative



Signature

12/12/2024
Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered

   transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and
   "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

   Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method

and frequency by which it determines the eligibility of principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

REMAINDER OF THE PAGE INTENTIONALY LEFT BLANK

DRUG-FREE WORKPLACE
AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within Invitation to Bid Number 25-002 dated 12, December, 2024, hereby certifies that:

Syberstone LLC does:
(Name of Business)

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.

PROPOSER'S SIGNATURE

12/12/2024
DATE

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One):

___X___Individual Ownership _____Joint Venture

_____Partnership _____Corporation

Name of Bidding Firm: Syberstone LLC

Mailing Address: 211 W Oak St. Apt 7

Location Address: 211 W Oak St. Apt 7

City and State: Wauchula Florida

Zip: 33873

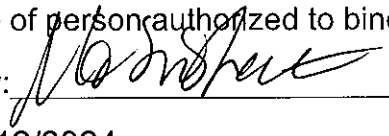
Email Address: Masonstone@syberstone.com

Telephone: (863) 781-8181 Fax: _____

Name/Title of person authorized to bind the

Company: Mason Levi Stone

Signature of person authorized to bind the

Company: 

Date: 12/12/2024

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)

X Addendum 1	_____ Addendum 6
X Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: Syberstone LLC

Authorized Signature:  **Date:** 12/12/2024

Print or Type Name: Mason Levi Stone **Title:** Owner

HARDEE COUNTY
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **HARDEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 412 W. Orange St. Room 103, Wauchula, FL 33873 (hereinafter referred to as "County"), and **Syberstone LLC,** with its principal place of business at 211 W Oak St, Apt 7 Wauchula, FL 33873 (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, in response to the County's Invitation To Bid Contractor submitted a bid for the Project, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (Pricing) attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the Invitation to Bid, and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, the Work or Project consists of installation of Wi-Fi infrastructure for Hardee Lakes and Pioneer parks ; and

WHEREAS, Contractor has represented to the County that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved specifications prepared by the County and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Hardee Lakes and Pioneer Park Wi-Fi Installation

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the County Manager or designee. The Notice to Proceed will not be issued until the Contractor's submission to County of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within sixty (60) calendar days from the date specified in the Notice to Proceed ("Substantial Completion").** Substantial Completion shall be defined for this purpose as the date on which County receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within ninety (180) calendar days from the date specified in the Notice to Proceed ('Final Completion").** The Final Completion date is defined as the date agreed to by the County when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to complete the Contract within the specified period of time, Contractor shall pay to County the sum of Three Hundred Dollars ($300.00) for each calendar day after the time specified in Section 2.2 for Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to County for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by County as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 County is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to County by Contractor exceeds monies due Contractor from County, Contractor shall be liable and shall immediately upon demand by County pay to County the amount of said excess.

2.5 In providing the Scope of Work and progress schedule, the Contractor represents and warrants that is has used due diligence to consider the consequences of any labor or material shortages or delivery lead time that may be caused by local or national conditions, including but not limited to COVID-19 impacts, and time requirements for procurement, installation, and construction completion and all of these factors have been considered and included in the schedule. Further, the Contractor shall not seek any price increases or time extensions as a result of COVID-19.

ARTICLE 3

CONTRACT PRICE

3.1 County shall pay to Contractor for the performance of the Work the fixed total lump sum of One hundred, fifty-one thousand, seven hundred eighty four dollars ($151,784.00) in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract price shall include all applicable sales taxes as required by law.

3.2 County shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the County shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as County shall determine or County may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by County until final completion and acceptance of the Work by County. In the event there is a dispute between Contractor and County concerning a Pay Application, dispute resolution procedures shall be conducted by County commencing within 45 days of receipt of the disputed Payment Application. The County shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the County for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4 The payment of any Application for Payment by the County, including the final request for payment, does not constitute approval or acceptance by the County of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the County 's rights hereunder or at law or in equity.

3.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the County, and upon receipt of consent by any surety, County shall pay the remainder of the Contract Price and Retainage as recommended by the County's Project Consultant. Final payment is contingent upon receipt by County from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6 This Contract is subject to the condition precedents that: (i) County funds are available and budgeted for the Contract Price; (ii) the County secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the County Board of County Commissioners relative to the Project; and (iii) County Board of County Commissioners enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the County and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing),, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

4.4 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior

to the initiation of any work reflecting such change, this section shall not prohibit the issuance of Field Orders and Supplemental Instructions as provided for herein.

4.5 The Contract Administrator shall have the right to approve and issue Field Orders or Supplemental Instructions setting forth written interpretations, orders or instructions of the Contract Documents, and ordering minor changes in the Work execution, providing the Field Order or Supplemental Instructions involves no change in the Contract Price or the Contract Time.

4.6 Changes in the quantity or character of the Work within the Scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the County purchasing guidelines and as provided herein.

4.7 All changes to agreement must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All change orders with a value of $25,000 or more shall be approved in advance by the Board of County Commissioners. All Change Orders with a value of less than $25,000 shall be approved in advance by the County Manager.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the County harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by County and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of County and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

(e) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(f) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the County with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

(g) **Additional Insured.** The County is to be specifically included as an Additional Insured for the liability of the County resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(h) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(i) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** If required by the County, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to County the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by County and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do 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 is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is

required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor'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 Contractor 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 County.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the County does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the

Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the County and others at the site that relates to the Work as indicated in the Contract Documents.

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

7.1.7 Contractor has given County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by County is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to County, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all

required licenses and permits whether federal, state, or County. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including County building permits.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, County may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from County, Contractor shall be liable and shall pay to County the amount of said excess promptly upon demand therefore by County. In the event it is adjudicated that County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by County for convenience as described below.

8.2 This Contract may be terminated by the County for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the County. In such event, the Contractor shall promptly submit to the County its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the County Manager.

9.2 **Contractor's Responsibility for Damages and Accidents.**

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by County and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County**.**

9.3 **Defective Work. Warranty and Guarantee**.

9.3.1 County shall have the authority to reject or disapprove Work which the County finds to be defective. If required by the County, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the County or its designee, County shall have the authority to cause the defective Work to be removed or corrected or make such repairs as may be necessary at Contractor's expense. Any expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the County prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and

assign to County all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work**.

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the County or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the County Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the County.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 The County or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of County providing for retention and audit of records.

9.5.3 The right to access and examination of records stated herein and, in any subcontracts, shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4 The County may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the County Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **Public Records.**

9.6.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement,

have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

9.6.2 Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

9.6.7 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L. Rogers, Hardee County Clerk of Courts, 417 West Main Street Suite 214, Wauchula, FL 33873, (863) 773-4174, Ext. 7227, clerkminutes@hardeeclerk.com.**

9.7 **No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by County. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the County, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the County.

9.8 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to County to represent and act for Contractor and shall inform County, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep County informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the County. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the County, Contractor shall replace the unacceptable personnel with personnel acceptable to the County.

9.9 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.10 **Utilities.**

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to County. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.11 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. County shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.12 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by County at Contractor's expense.

9.13 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.14 **Public Entity Crimes Affidavit.**

Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.15 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.16 **Independent Contractor**.

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.17 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the County. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the County.

9.18 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Hardee County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Hardee County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, County shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, County shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay County 's reasonable attorneys' fees and costs incurred in connection therewith.

9.19 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Hardee County, Florida.

9.20 **Waiver of Jury Trial.**

COUNTY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.21 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County:
Terry Atchley
County Manager
412 West Orange Street, Room 103
Wauchula, Florida 33873

With a copy to:
Bryant Miller Olive P.A.
Attn: Sarah Johnston
Hardee County Attorney
412 West Orange Street, Room 103
Wauchula, Florida 33873

For The Contractor: _____
Attention: _____
_____
_____

9.22 **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific: None

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

COUNTY:

HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida.

ATTEST:

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

By: _____
Russell Melendy, Chairman

Date Executed: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

_____

By: _____
Name: _____
Title: _____

Date Executed: _____, 20__

ATTEST:

_____
By: _____
Title: _____

EXHIBIT "A"

(Attach Contractor's Schedule of Bid Items – Pricing)

AGENDA ITEM NO. 11.L

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-33, Award ITB 25-001 for the Construction of County Road 663 to Ajax Paving.
SUGGESTED ACTION:	- Motion to approve Resolution 2025-33, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of invitation to bid number 25-001 for the construction of County Road 663 from south of State Road 64 at station 483+50.00 to north of DeSoto County Line at station 87+40.00; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Ajax Paving Industries of Florida, LLC, in an estimated amount of $5,412,203.80 accepting deductive alternates 1 and 2; providing for authorization and providing for an effective date.

ATTACHMENTS:

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

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
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

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

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

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

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

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

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

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

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

RESOLUTION NO. 2025-33

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

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

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

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

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

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

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

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

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

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

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

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

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
County Attorney

CSI 10350.05

HARDEE COUNTY
BID TABULATION
CR-663

BID DATE: DECEMBER 12, 2024

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

SECTION 00 51 00
NOTICE OF AWARD

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

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

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

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

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

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

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

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

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

3. Other conditions precedent (if any):

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

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

Owner

By: Authorized Signature

Title

Copy: Engineer

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 00 52 43
AGREEMENT FORM – UNIT PRICE

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

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

ARTICLE 1 - WORK

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

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

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

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Substantial Completion and Final Payment

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

3.03 Liquidated Damages

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

ARTICLE 4 - CONTRACT PRICE

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

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

5.02 Progress Payments; Retainage

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

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

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

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

5.03 Final Payment

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

ARTICLE 6 - INTEREST

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

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    c. _____.

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

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

    b. Work Change Directives.

    c. Change Order(s).

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

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

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

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

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

9.05 Right of Inspection

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

9.06 Indemnification

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

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

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

9.07 Inspector General Cooperation

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

9.08 Contractor's Certifications

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

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

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

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

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

9.09 Ownership and Access to Records and Audits

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

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

Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

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

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

9.10 Attorney's Fees and Waiver of Jury Trial.

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

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

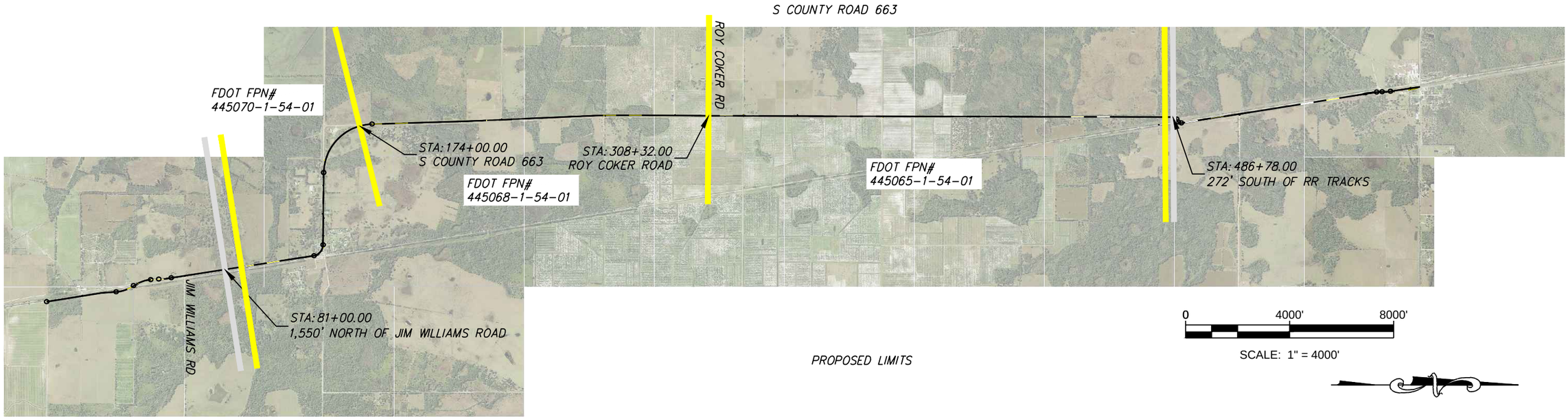
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

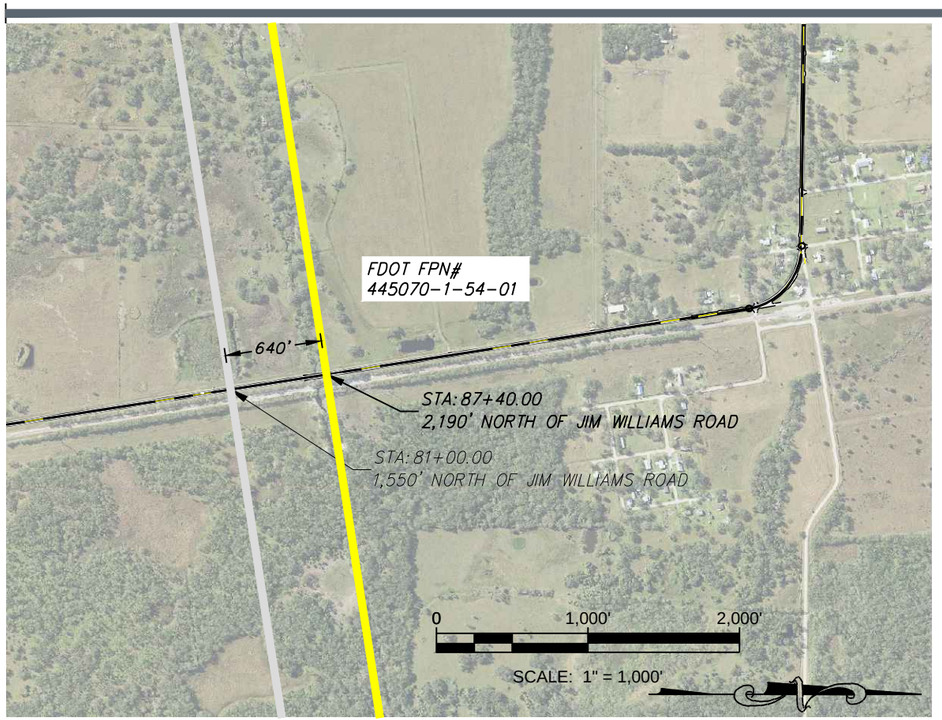
This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

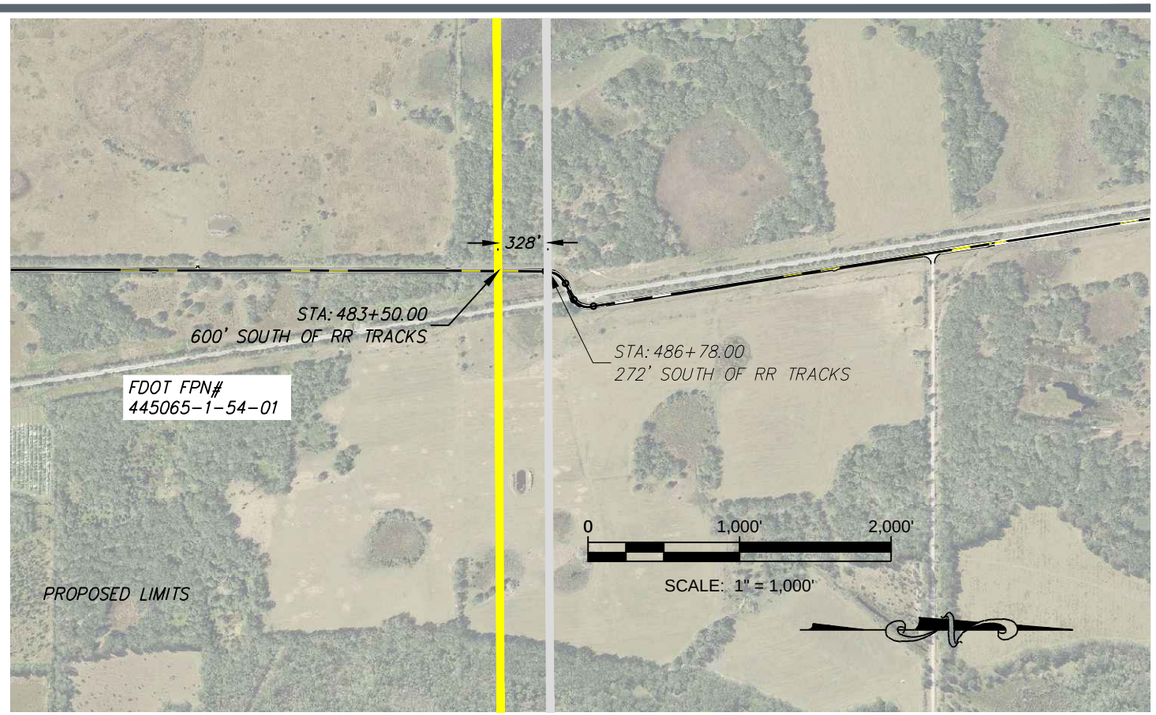
OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (Where applicable)
(If Owner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

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK







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

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

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

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

ORIGINAL VS PROPOSED PROJECT LIMITS

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

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

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

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

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

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

January 9, 2025

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

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

Dear Mr. Simpron:

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

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

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

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

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

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

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

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

Sincerely,

CHASTAIN-SKILLMAN, INC.

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

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

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: **November 13, 2024**

ADDENDUM No. 1

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

County Invitation to Bid No. ITB-25-001

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

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

Response to Bidders General Questions:

General Information:

1. **Not Applicable**

Questions and Responses:

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

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

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

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

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

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

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: **December 2, 2024**

ADDENDUM No. 2

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

County Invitation to Bid No. ITB-25-001

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

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

Response to Bidders General Questions:

General Information:

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

Additional Questions and Responses:

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

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

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

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

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

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

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

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

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

COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE

Date Published: 11-8-24

SCHEDULE OF EVENTS

ITB NO. 25-001

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

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

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

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

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

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

AGENDA ITEM NO. 11.M

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-34 - County Road 663 Supplemental Funding Agreement for Segment 1.
SUGGESTED ACTION:	- Motion to approve Resolution 2025-34, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L03 Florida project identification number 445070-1-54-01 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for authorization, severability, and providing for an effective date.

ATTACHMENTS:

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

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

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

Date: February 6, 2025

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

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

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

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

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

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

RESOLUTION NO. 2025-34
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF CONTRACT NUMBER G2L03 FLORIDA PROJECT IDENTIFICATION NUMBER 445070-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A PORTION OF COUNTY ROAD ("CR") 663; PROVIDING FOR AUTHORIZATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

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

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $1,727,731.00 in funds for the purpose of design and construction of a portion of County Road ("CR") 663, as more particularly described in Contract Number G2L03, Project Identification Number 445070-1-54-01 ("FDOT Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design and construction of a portion of CR 663 Project ID No. 445070-1-54-01 and authorize the County Manager or Chair to sign the FDOT Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

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 Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 445070-1-54-01 for up to $1,727,731.00 in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager or Chair are authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County Manager or Chair are authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. 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.

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

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

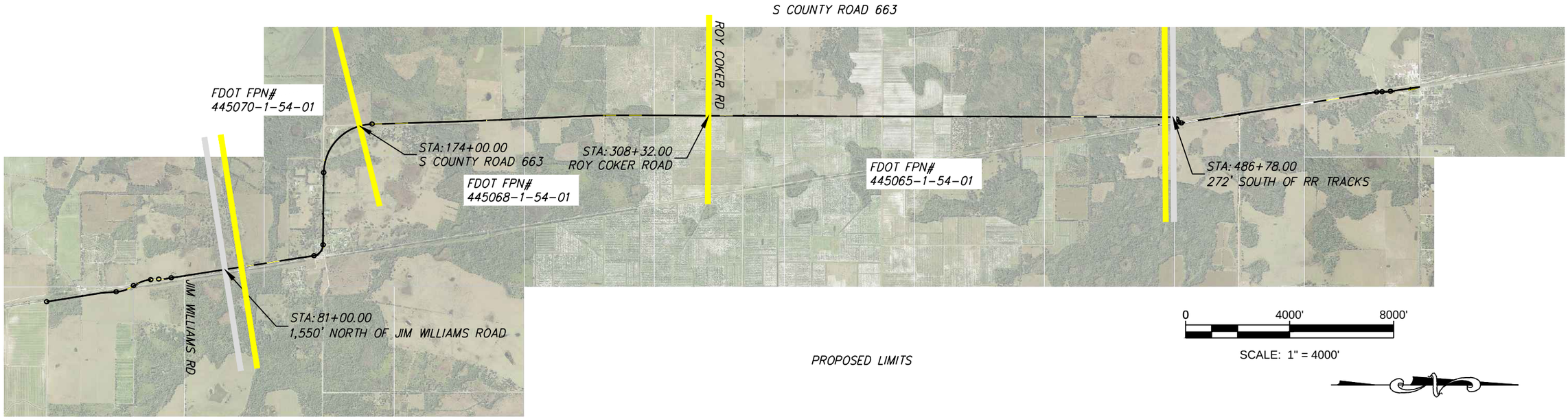
(SEAL)

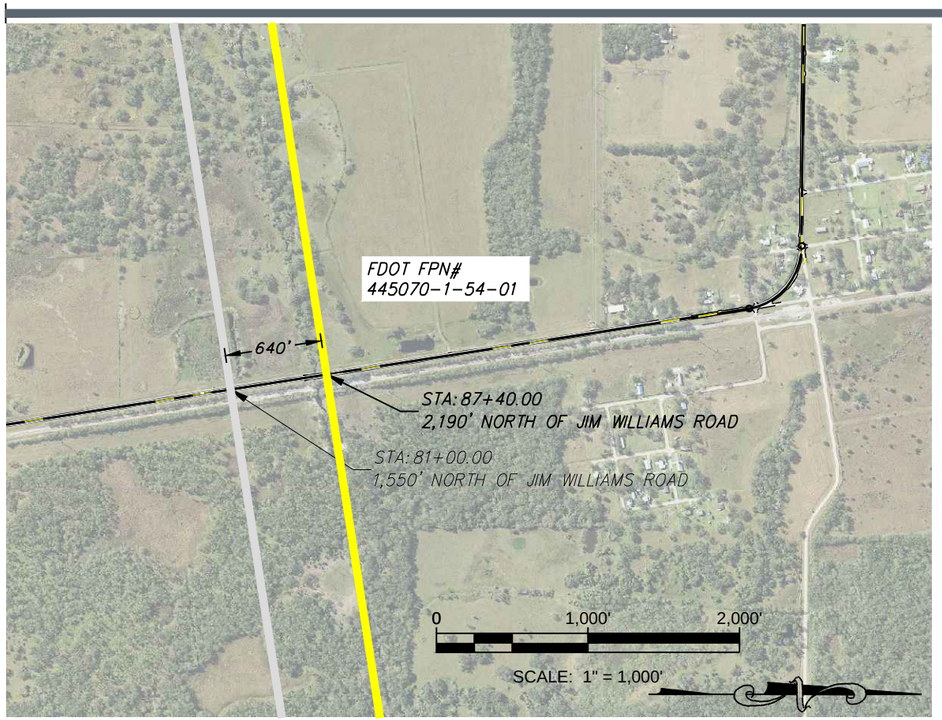
ATTEST:

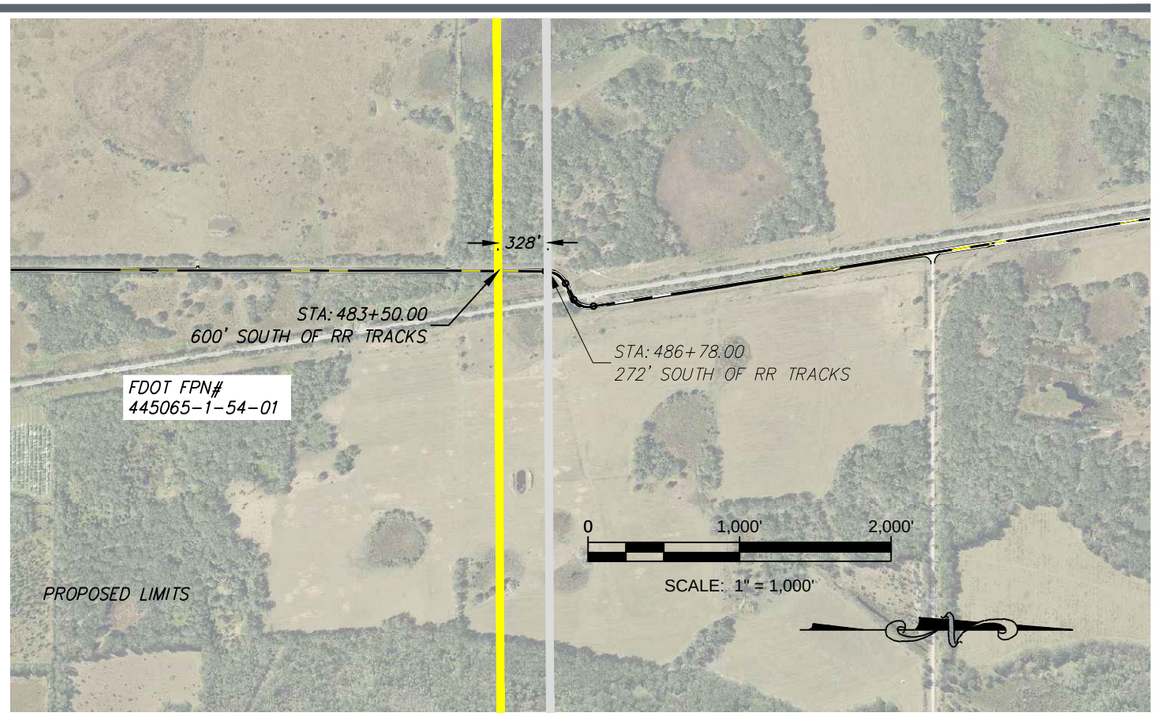
_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston, County Attorney







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

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

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

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

ORIGINAL VS PROPOSED PROJECT LIMITS

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

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

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

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

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

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G2L03

FPN
445070-1-54-01/02

Recipient: Hardee County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445070-1-54-01/02

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

Hardee County(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.753 miles

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

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

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

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

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

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

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

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

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

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

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

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

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

Holly Randolph
District Grant Manager Name

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

Signature Date

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

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

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

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

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

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

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

*The state award amount may change with supplemental agreements

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

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

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

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

AGENDA ITEM NO. 11.N

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-35, County Road 663 Supplemental Funding Agreement for Segment 3.
SUGGESTED ACTION:	- Motion to approve Resolution 2025-35, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the construction of County Road 663 with FPID # 445065-01-54-01 (Segment 3); providing for severability and providing for an effective date.

ATTACHMENTS:

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

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

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

Date: February 6, 2025

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

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

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

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

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

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

RESOLUTION NO. 2025-35
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF CONTRACT NUMBER G2L00 FLORIDA PROJECT IDENTIFICATION NUMBER 445065-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A PORTION OF COUNTY ROAD ("CR") 663; PROVIDING FOR AUTHORIZATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

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

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $2,970,397.00 in funds for the purpose of design and construction of a portion of County Road ("CR") 663, as more particularly described in Contract Number G2L00, Project Identification Number 445065-1-54-01 ("FDOT Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design and construction of a portion of CR 663 Project ID No. 445065-1-54-01 and authorize the County Manager or Chair to sign the FDOT Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

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 Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 445065-1-54-01 for up to $2,970,397.00 in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager or Chair are authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County Manager or Chair are authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. 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.

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

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

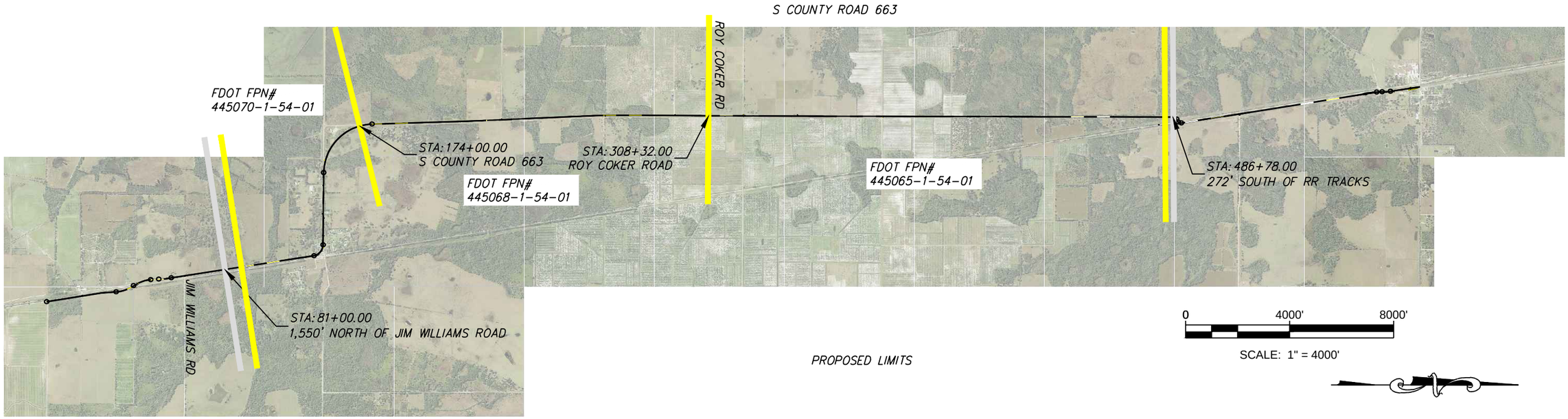
(SEAL)

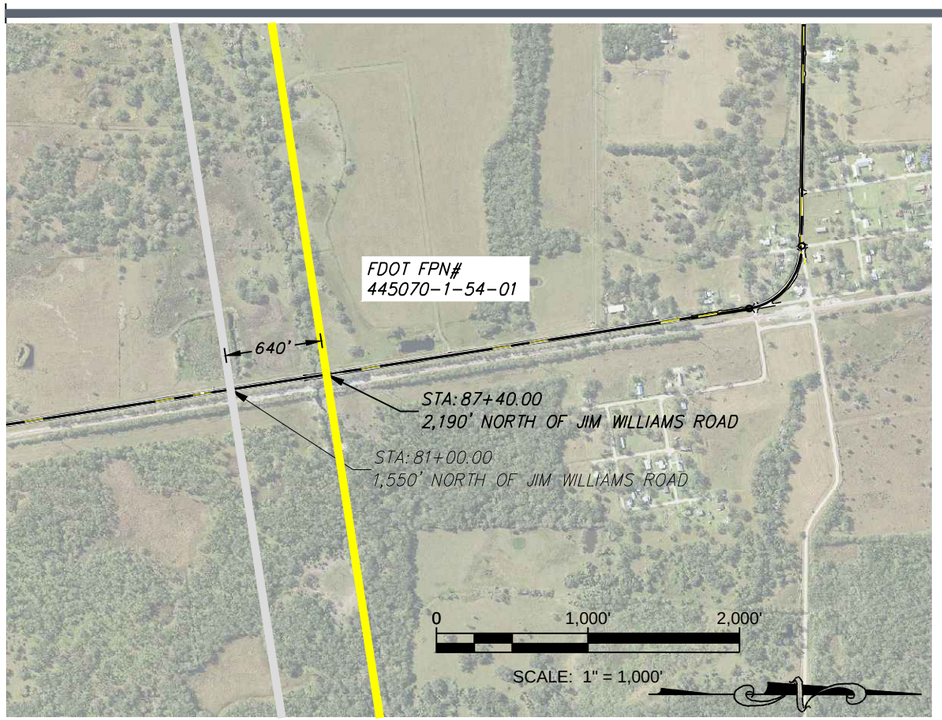
ATTEST:

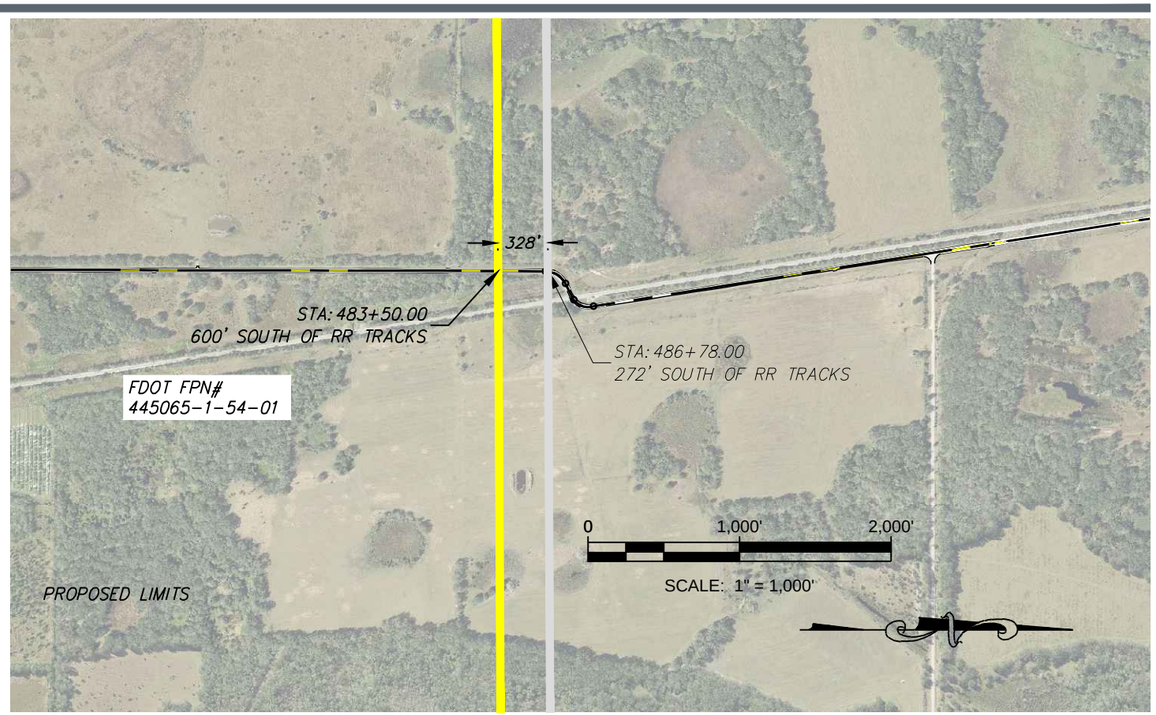
_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston, County Attorney







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

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

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

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

ORIGINAL VS PROPOSED PROJECT LIMITS

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

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

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

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

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

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G2L00

FPN
445065-1-54-01/02

Recipient: Hardee County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

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

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS

_____

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445065-1-54-01/02

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

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.549 miles

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

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

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

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

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

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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

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

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

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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

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

Holly Randolph
FDOT Grant Manager Name

DocuSigned by:
133936697A4144B...
01/21/2025 | 3:07 PM EST

Signature Date

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

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "G"
ENGINEER'S CERTIFICATION OF COMPLETION

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

NOTICE OF COMPLETION

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

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

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLETION

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "G"
ENGINEER'S CERTIFICATION OF COMPLETION

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

NOTICE OF COMPLETION

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

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

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

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLETION

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT P-1

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

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

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

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

1. PROJECT STATUS:

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

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

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

SUBRECIPIENT

SUBRECIPIENT'S DESIGNATED REPRESENTATIVE

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

DATE	PRINTED NAME AND TITLE	SIGNATURE

FDOT

COMMENTS / NOTES

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

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

EXHIBIT P-2

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

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

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

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

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

Request for Payment Certification as Required by 2 CFR 200.415:

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

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

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

LOCAL AGENCY NAME
LOCAL AGENCY ADDRESS
Vendor No:

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

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

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

Project Name:
FPN Number(s):

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

Invoice # for this contract.

Must match the invoices being submitted.

FDOT Contract Number located on page 1.

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

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

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

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

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

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

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

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

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

Request for Payment Certification as Required by 2 CFR 200.415:

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

Authorized Official Signature:

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

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

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

SUBRECIPIENT NAME
SUBRECIPIENT ADDRESS
Vendor ID:

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

Total Amount of All Invoices $ -

AGENDA ITEM NO. 11.O

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant City Manager -** Resolution 2025-37 - Transportation Off System Post Project Maintenance Agreement Between FDOT and Hardee County.
SUGGESTED ACTION:	- Motion to approve Resolution 2025-37, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of the Transportation Off System Post Project Maintenance Agreement with the Florida Department of Transportation for the construction of sidewalks at West Main Street from Hanchey Road to west of Florida Avenue; providing for authorization, severability; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Maint. Agreement_444773-2-52-01.pdf
REV Resolution 2025-37.doc
Draft MA.pdf

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
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#444773-2-52-01 West Main Street Sidewalk Project from Hanchey Road to W. of Florida Ave (0.38 miles) Transportation Off System Post Project Maintenance Agreement Between FDOT and Hardee County

Date: February 20, 2025

This sidewalk project is funded with 100% federal funds in the amount of $662,562.00. The project consists of a 6-foot-wide sidewalk on the south side of W. Main St. from Hanchey Road to West of Florida Avenue approximately 0.38 miles in length. The County applied for this project more than five years ago through the HRTPO's Transportation Alternatives (TA) funding program. Since Hardee County is not Local Agency Program (LAP) certified with the State, the Florida Department of Transportation (FDOT) will undertake this project on behalf of the County from start to completion. The project is being scheduled this July 2025 so construction should begin by September or October this year.

FDOT is requesting approval of the Transportation Off System Post Project Maintenance Agreement between FDOT and Hardee County since this project will be turned over to the County for maintenance after project completion.

RESOLUTION 2025-37
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THE TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SIDEWALK AT WEST MAIN STREET FROM HANCHEY ROAD TO WEST OF FLORIDA AVENUE; PROVIDING FOR AUTHORIZATION, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Fla. Statute Section 339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the Florida Department of Transportation ("FDOT") is authorized to undertake a sidewalk project within the Hardee County geographical limits; and

WHEREAS, said project is identified and known to the parties as Financial Project #444773-2-52-01 which will benefit County residents; and

WHEREAS, the West Main St. Sidewalk project identified under Florida Department of Transportation's (FDOT) Financial Project # 444773-2-52-01 in the amount of $662,562.00 pursuant to Florida Statute Section 339.08; and the Moving Ahead for Progress in the 21st Century (MAP-21); and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the local agency to maintain the project.

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

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

Section 2. Approval. The Hardee County Board of County Commissioners hereby approves the Florida Department of Transportation's (FDOT) Transportation Off System Post Project Maintenance Agreement for the West Main St. Sidewalk project in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager or Chair are authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County

Manager or Chair are authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. 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.

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

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

(SEAL)

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston, County Attorney

Docusign Envelope ID: 106CA212-3F71-496D-BAEB-46488FB95915

TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND HARDEE COUNTY

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and Hardee County (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project #**444773-2-52-01** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS the LOCAL AGENCY by Resolution No. _____, dated _____, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for the improvements at the location shown in **Exhibit "B"**, (attached and incorporated by reference):
    - The project consists of a 6 foot wide sidewalk on the south side of West Main Street from Hanchey Road to West of Florida Avenue, in Hardee County, Florida.

2. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said project in accordance with the following federally accepted state standards: (a) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2012), as amended, and as to any future amendments and/or updates to said Manual.

3. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of

Docusign Envelope ID: 106CA212-3F71-496D-BAEB-46488FB95915

this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 106CA212-3F71-496D-BAEB-46488FB95915

IN WITNESS WHEREOF, the Hardee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

_____
Department to enter date.

HARDEE COUNTY, FLORIDA

ATTEST

BY: _____

PRINT NAME

TITLE DATE

BY: _____
CHAIRPERSON OR DESIGNEE

PRINT NAME

DATE

HARDEE COUNTY LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

PRINT NAME

TITLE DATE

BY: _____
DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

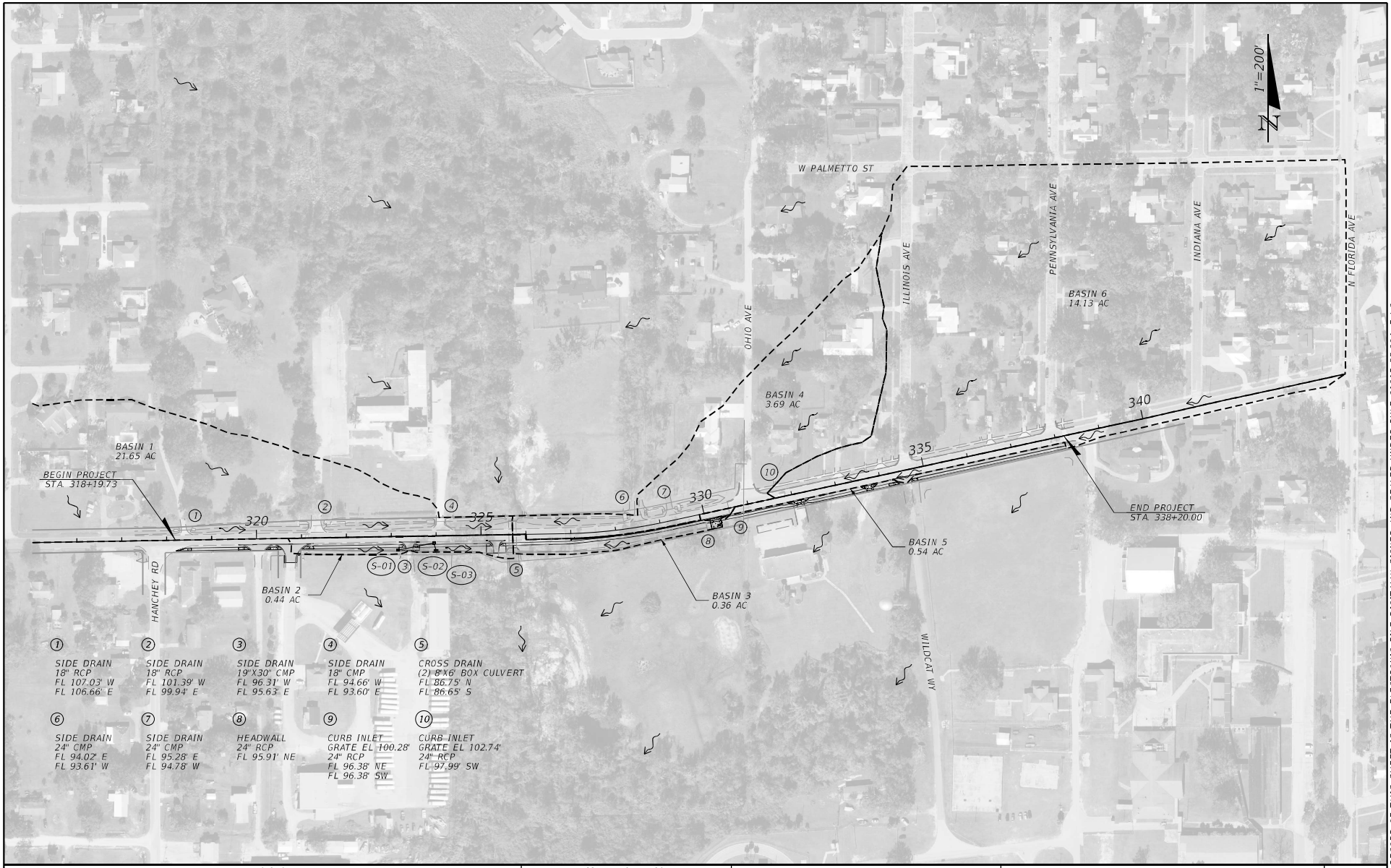
TITLE DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

DS
DC

Docusign Envelope ID: 106CA212-3F71-496D-BAEB-46488FB95915



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

ERIC K. NELSON, JR.
LICENSE NUMBER: 79361
CONSOR ENGINEERS, LLC
2818 CYPRESS RIDGE BLVD. SUITE 200
WESLEY CHAPEL, FLORIDA 33544

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

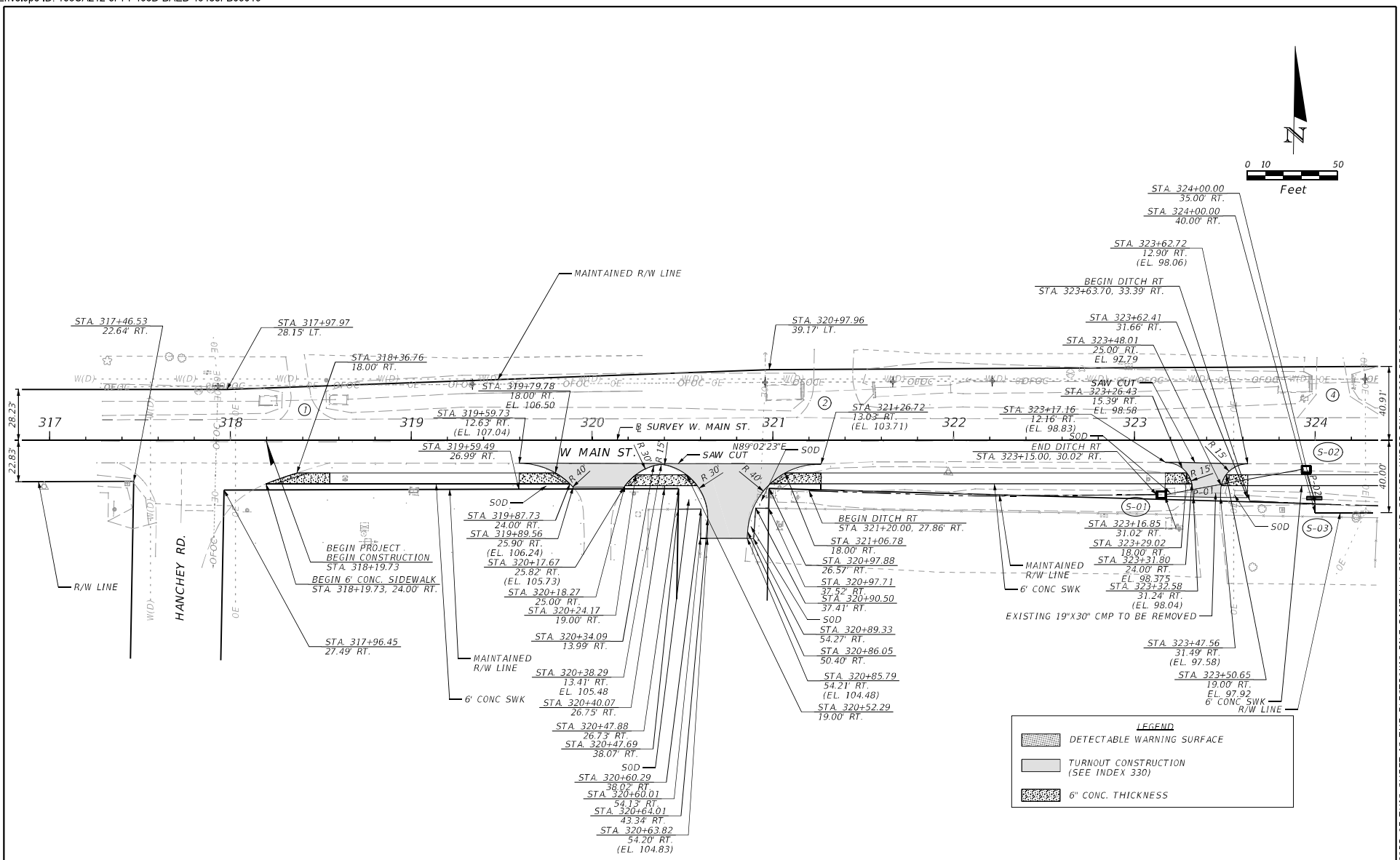
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	HARDEE	444773-2-52-01

DRAINAGE MAP

SHEET NO. 3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

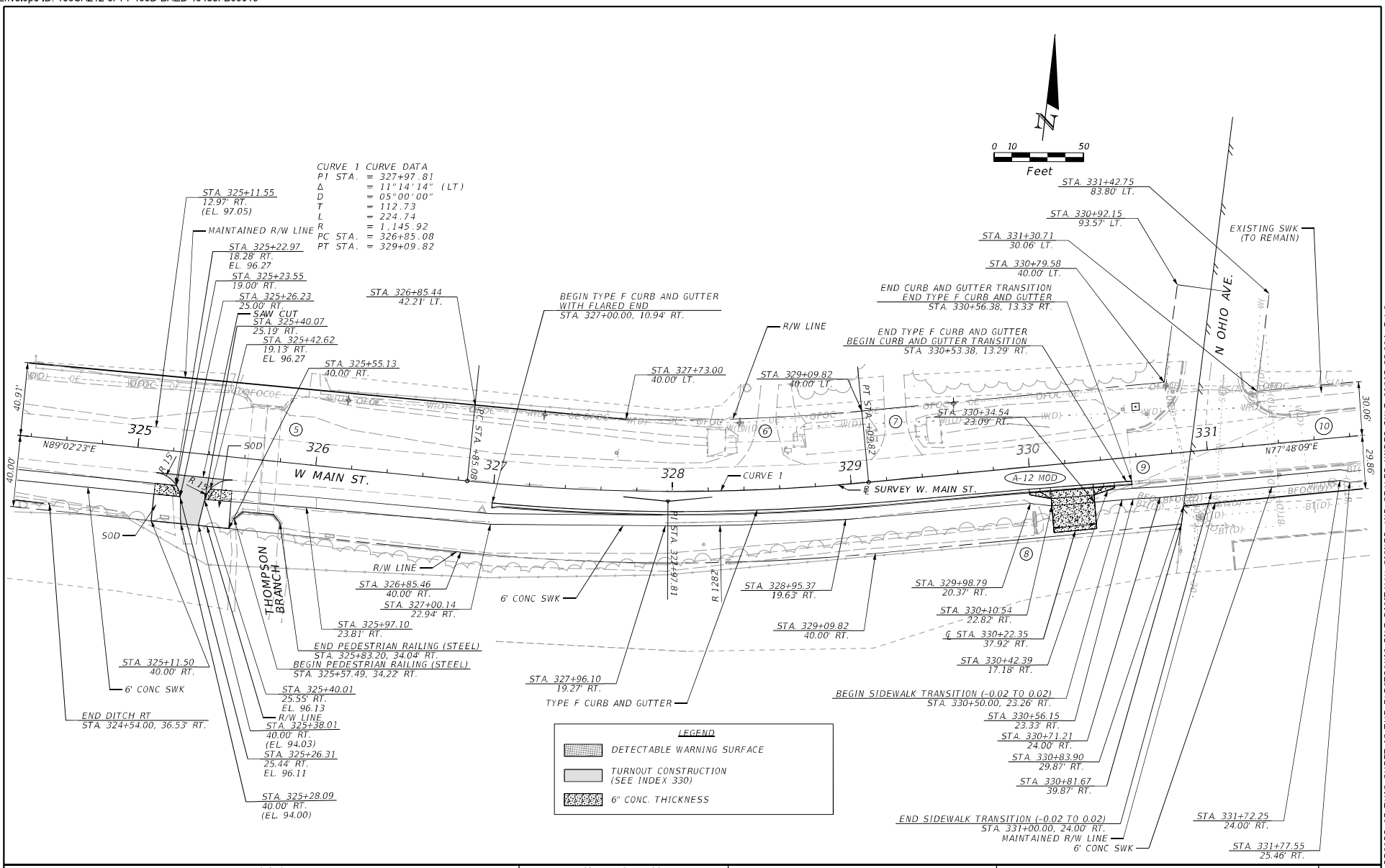
c:\pw_work\american-pw-01\d0905355\DRMPRD01.dgn : DRAINAGE MAP [SHEET]
5stockr 11/8/2024 8:54:54 AM



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ERIK C. LESCHAK, P.E. LICENSE NUMBER: 63874 CONSOR ENGINEERS, LLC 2818 CYRPESS RIDGE BLVD, SUITE 200 WESLEY CHAPEL, FLORIDA 33544	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		9
					N/A	HARDEE	444773-2-52-01		

c:\pw_work\american-pw-01\d0905381\PLANRD01.dgn : 1 (SHEET)
5stockr 11/8/2024 8:55:11 AM

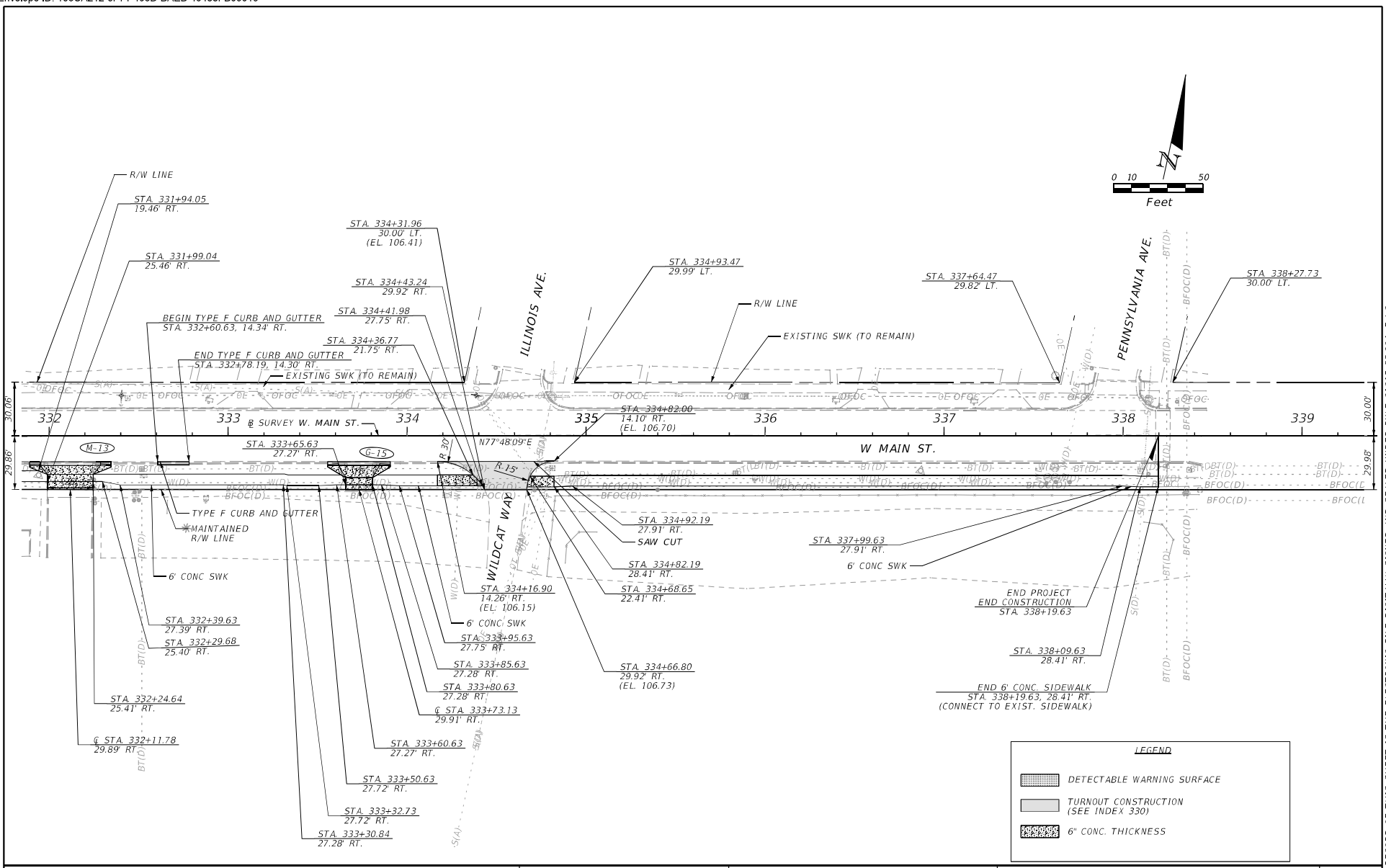
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ERIK C. LESCHAK, P.E. LICENSE NUMBER: 63874 CONSOR ENGINEERS, LLC 2818 CYRPESS RIDGE BLVD, SUITE 200 WESLEY CHAPEL, FLORIDA 33544	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		10
					N/A	HARDEE	444773-2-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

c:\pw_work\american-pw-01\d0905381\PLANRD01.dgn : 2 (SHEET)
Sstockr 11/8/2024 8:55:11 AM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

ERIK C. LESCHAK, P.E.
LICENSE NUMBER: 63874
CONSOR ENGINEERS, LLC
2818 CYRPESS RIDGE BLVD, SUITE 200
WESLEY CHAPEL, FLORIDA 33544

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	HARDEE	444773-2-52-01

ROADWAY PLAN (3)

SHEET NO. 11

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

c:\pw_work\american-pw-01\d0905381\PLANRD01.dgn : 3 (SHEET)
Sstockr 11/8/2024 8:55:12 AM

AGENDA ITEM NO. 11.P

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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 -** Grant Applications for Florida Department of Transportation Fiscal Year 2026-31 SCRAP/SCOP Funding
SUGGESTED ACTION:	- Motion to approve the submission of the Florida Department of Transporation SCRAP/SCOP grant application for Pool Road (south of County Road 664 to east of County Road 664) in the amount of $3,293,207.35; 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:

Agenda Memo_Priority Projects for SCRAP_SCOP Funding.docx
Pool Road Application Form_REV.doc
Pool Road_Engineers_Cost_Estimate_Final Revised.pdf
Pool Road Location Map.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Hardee County Priority Project Grant Applications Submittal to FDOT for FY 2026-2031 SCRAP/SCOP Funding

Date: February 20, 2025

The Florida Department of Transportation (FDOT) is now accepting grant applications for Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP) for FY 2026-2031 funding. The deadline for submittal is on March 14, 2025. FDOT District One only limits two applications for each rural county for this round of submittal due to backlog of projects previously submitted which are still in the queue for funding. This year FDOT D1 has been allocated with $10M for SCOP and $5M for SCRAP to be distributed within the 6 Heartland Counties (Hardee, Highlands, Hendry, DeSoto, Glades and Okeechobee).

The project cost estimates were developed based on the latest FDOT Statewide Average Unit Cost Pricing. Below is the list of priority projects:

SCRAP/SCOP

- Pool Road (from South of CR 664 to East of CR 664)
  This is encompassing the unpaved and paved segments of Pool Road. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP) which concluded late last year. The project length is approximately 2.9 miles long. A length of 0.8 miles is unpaved of the remaining 2.1 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 2.0 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a four-foot stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. A planned major development called The Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling

SCOP

- East-West Ten Mile Grade (from 0.30 miles east of Bridge #064120 to Marguerete Road at the Highlands County Line)
  This is the unfunded segment of E-W Ten Mile Grade. The County plans to design and obtain FDOT approval for the entire segment of Ten Mile Grade from Scarborough Road to Marguerete Road that includes the funded segments, from Scarborough Road to 0.300 miles east of Bridge #064120, so the unfunded portion (from 0.300 miles east of Bridge #064120 to Marguerete Road) will generally be shovel-ready project.The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and four-foot stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 2.36 miles long within an existing 50-foot wide road right-of-way. The project cost estimate is $3,371,176.07.

Staff recommends submitting Hardee County’s Priority Project Applications to FDOT for FY 2026 through 2031 for SCRAP/SCOP funding.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: Pool Road Reconstruction from South of CR 664 to east of CR 664
Priority Ranking Number: 1
Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name: Hardee County BOCC

B. Agency Contact: Christopher Simpron
Title: Assistant County Manager
Mailing Address: 412 Orange Street
Street Address

Wauchula (*City*) FL (*State*) 33873 (*Zip Code*)

Telephone: 863-773-3272
Email Address: christopher.simpron@hardeecountyfl.gov

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.
Note: Not all project types are eligible for every program.

- ☒ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☒ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☐ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☒ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-020.*

☐ **ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time. Work must meet ***Florida Greenbook*** standards.

☒ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☒ **PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.

☐ **SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES** - Bridge replacement is not eligible.

☐ **LANE ADDITION** - Adding through lane(s) to an existing paved road. **Capacity improvements are not an eligible activity for SCOP-Municipalities projects*.

☐ **ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.

☒ **DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

About 30% of the project area is unpaved and requires regular maintenance to ensure the riding surface remains drivable. The remaining 70% consists of existing pavement, which is generally in poor condition. Some sections exhibit significant fatigue cracking and will need full reconstruction, while other areas with only minor deterioration can be addressed through milling and resurfacing.

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County Maintenance procedures include routine, periodic, and emergency tasks to keep roads safe and passable. These procedures include:

- Pothole patching: Repairing potholes in the road surface
- Drainage maintenance: Cleaning and repairing drains and culverts to prevent water accumulation
- Vegetation control: Mowing grass, removing vegetation, and removing landslides
- Bridge repairs: Inspecting and repairing bridges to keep them safe for travelers
- Signage and road marking repair: Cleaning and repairing signs and road markings
- Shoulder grading: Grading the shoulders of the road
- Roadway lighting: Maintaining the lighting on the road, if applicable
- Resurfacing: Improving the condition of the road surface

B. Detailed Project Description (Include: name of roadway(s) for which funding is requested, type(s) and scope of work to be performed, project/roadway features, customary roadway use and anticipated changes, special project considerations, and other key information)**:**

This is encompassing the unpaved and paved segments of Pool Road. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP) which concluded late last year. The project length is approximately 2.9 miles long. A length of 0.8 miles is unpaved of the remaining 2.1 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 2.0 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a four-foot stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. Additionally, a planned major development called the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units

C. Project Length (In Miles)**:** 2.9 miles

D. Project Limits

South or West Termini: CR 664

North or East Termini: CR 664

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 10-20ft		
Paved Shoulder Width (ft.):	Existing:		Proposed: 4ft
Proposed Safety Edge:	Yes: ☒	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☐ Existing right-of-way width from C/L in feet: 25ft from the C/L

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

The existing right-of-way is owned and maintained by Hardee County.
***Check all that apply if ownership is by more than one instrument*:**

- ☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*
- ☐ Plat *(Ownership is documented via plat of a city or subdivision)*
- ☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
- ☒ Maintenance Map *(Maintenance Map is already filed)*
- ☐ Maintenance Map in Progress *(Maintenance map in works)*
- ☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
- ☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.
Note: *Not all project types are eligible activities for each program*

BRIDGES

- ☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
- ☒ No work to existing bridge is proposed.
- ☐ There is not a bridge within the project limits.

Please explain:

ROADWAY:

- ☐ Existing curb and gutter to remain
- ☐ Widen for bike-lane
- ☐ Re-stripe for bike lane
- ☐ Sidewalk or shared use path

Please explain: N/A

MEDIAN:

- ☒ No existing median
- ☐ Existing median width:
- ☐ Proposed median width:

Please explain:

DRAINAGE/PERMIT

- ☐ Existing closed drainage system to remain.
- ☒ Existing open drainage system to remain.
- ☐ No new drainage proposed.
- ☒ Drainage improvements required: Some culvert work and setting back of open swales/ditches

Please explain:

SAFETY IMPROVEMENTS

- ☒ Upgrade or add signage
- ☒ Upgrade or add guardrail
- ☒ Clear zone violations mitigation
- ☒ Existing cross slope or super-elevation corrections
- ☒ Upgrade or add guardrail
- ☒ Upgrade or add pavement markings (reference FDOT Design Manual)
  **Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
- ☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
  **Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*

☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA
☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE
☒ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain: This is in the School Bus Route and is traveled frequently

UTILITIES
☐ Sub-surface relocation is required.
☒ Utility Coordination is required.
☐ No utility relocation required.
Please explain:

RAILROAD
☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.
Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☒ No: ☐

If matching funds are proposed, explain the source and any limitations of those funds: N/A

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$276,762.80	$0.00
Construction	$2,513,298.21	$0.00
Consultant Engineering Inspection (CEI)[1]	$248,816.52	$0.00
Other: Contingency 10%	$251,329.82	$0.00

TOTAL ESTIMATED PROJECT COSTS:	$3,293,207.35	$0.00

☒ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs**. Estimate should be prepared and signed by a Professional Engineer**.

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

A. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements with the maintenance entity:

B. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

C. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

D. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

E. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

F. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☒ No: ☐ *(Explain below):*

Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:

(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;

(2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;

(3) Shall certify that no additional right of way is required to perform the work;

(4) Has the legal right to construct the project within the identified right of way;

(5) Shall acquire necessary permits required to construct the project;

(6) Is responsible for all costs associated with utility relocation(s); and

(7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that Christopher Simpron (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.

Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Click here to enter text
Name	Name
Assistant County Manager	Click here to enter text
Title	Title
Click here to enter text	Click here to enter text
Date	Date

ENGINEERS COST ESTIMATE
Project Name: Pool Road
(from CR 664 to CR 664)

Project Description: The project length is approximately 2.9 miles long. A length of 0.8 miles is unpaved of the remaining 2.1 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 2.0 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a four-foot stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP). Additionally, a planned major development called the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units.

Date: 2/4/2025

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
	Roadway				
0101 1	MOBILIZATION	1	LS	$186,170.24	$ 186,170.24
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$172,379.85	$ 172,379.85
0104 10 3	SEDIMENT BARRIER	8600	LF	$2.78	$ 23,908.00
0104 11	FLOATING TURBIDITY BARRIER	200	LF	$17.81	$ 3,562.00
0110 1 1	CLEARING AND GRUBBING	14.1	AC	$16,169.47	$ 227,989.53
0110 7 1	MAILBOX, F&I SINGLE	1	EA	$336.30	$ 336.30
0120 1	REGULAR EXCAVATION	2836	CY	$13.37	$ 37,911.38
0120 6	EMBANKMENT	2230	CY	$19.33	$ 43,104.35
0160 4	TYPE B STABILIZATION	13380	SY	$7.41	$ 99,142.24
285709	OPTIONAL BASE GROUP 9	14045	SY	$33.78	$ 474,433.34
0286 1	TURNOUT CONSTRUCTION/DRIVEWAY BASE	156	SY	$58.13	$ 9,045.61
0327 70 1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	21120	SY	$1.50	$ 31,680.00
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	3750	TN	$170.00	$ 637,500.00
0430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	105	LF	$300.00	$ 31,500.00
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	330	LF	$300.00	$ 99,000.00
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	16	EA	$6,000.00	$ 96,000.00
0430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	14	EA	$3,000.00	$ 42,000.00
0536 1 5	GUARDRAIL- ROADWAY, THRIE BEAM	1600	LF	$42.49	$ 67,984.00
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	16	EA	$4,299.58	$ 68,793.28
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	750	LF	$15.27	$ 11,452.50
0550 60112	FENCE GATE, TYPE A, DOUBLE, 6.1-12.0' OPENING	4	EA	$1,650.00	$ 6,600.00
0570 1 1	PERFORMANCE TURF	32733	SY	$2.69	$ 88,051.56
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	27	AS	$501.16	$ 13,531.32
0700 1 60	SINGLE POST SIGN, REMOVE	1	AS	$53.49	$ 53.49
0705 10 1	OBJECT MARKER, TYPE 1	3	EA	$300.00	$ 900.00
0705 10 2	OBJECT MARKER, TYPE 2	14	EA	$100.00	$ 1,400.00
0705 10 3	OBJECT MARKER, TYPE 3	32	EA	$350.00	$ 11,200.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	634	EA	$5.29	$ 3,351.74
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	48	LF	$7.30	$ 350.40
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	3.800	GM	$5,738.01	$ 21,804.44
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	1.000	GM	$2,162.63	$ 2,162.63

Subtotal	**$ 2,513,298.21**
Contingency (10%)	**$ 251,329.82**
Utility Work Estimated Cost**	**$ -**
R/W Estimated Cost**	**$ 3,000.00**
Total Cost of FDOT Non-Participating Items**	
Design Estimated Cost (10%)	$ 276,762.80
CEI Estimated Cost (9%)	$ 248,816.52
TOTAL PROJECT COST	**$ 3,293,207.35**

Definitions
CEI - Construction Engineering and Inspection
Total Project Cost - Total cost of project
FDOT Non-Participating - Local funds not reimbursable

Non-participating items:
*Florida Statutues prohibit certain work types for funding opportunities, including capacity and pedestrian improvements. For example, installation of sidewalks would require an alternate fund source.
****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc…



Project Location Map
Pool Road
(from CR 664 to CR 664)

AGENDA ITEM NO. 11.Q

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 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 -** Grant Application for Florida Department of Transportation Fiscal Year 2026-31 SCOP Funding
SUGGESTED ACTION:	**-** Motion to approve the submission of the Florida Department of Transportation SCOP funding for East-West Ten Mile Grade (from 0.30 miles east of Bridge #064120 to Marguerete Road at the Highlands County Line) in the amount of $3,371,176.07; 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:

Agenda Memo_Priority Projects for SCRAP_SCOP Funding.docx
Ten Mile Grade-unfuned west app._REV..doc
Ten Mile Grade_Engineers_Cost_Estimate_Final.pdf
Ten Mile Grade Location Map.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Hardee County Priority Project Grant Applications Submittal to FDOT for FY 2026-2031 SCRAP/SCOP Funding

Date: February 20, 2025

The Florida Department of Transportation (FDOT) is now accepting grant applications for Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP) for FY 2026-2031 funding. The deadline for submittal is on March 14, 2025. FDOT District One only limits two applications for each rural county for this round of submittal due to backlog of projects previously submitted which are still in the queue for funding. This year FDOT D1 has been allocated with $10M for SCOP and $5M for SCRAP to be distributed within the 6 Heartland Counties (Hardee, Highlands, Hendry, DeSoto, Glades and Okeechobee).

The project cost estimates were developed based on the latest FDOT Statewide Average Unit Cost Pricing. Below is the list of priority projects:

SCRAP/SCOP

- Pool Road (from South of CR 664 to East of CR 664)
  This is encompassing the unpaved and paved segments of Pool Road. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP) which concluded late last year. The project length is approximately 2.9 miles long. A length of 0.8 miles is unpaved of the remaining 2.1 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 2.0 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a four-foot stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. A planned major development called The Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling

SCOP

- East-West Ten Mile Grade (from 0.30 miles east of Bridge #064120 to Marguerete Road at the Highlands County Line)
  This is the unfunded segment of E-W Ten Mile Grade. The County plans to design and obtain FDOT approval for the entire segment of Ten Mile Grade from Scarborough Road to Marguerete Road that includes the funded segments, from Scarborough Road to 0.300 miles east of Bridge #064120, so the unfunded portion (from 0.300 miles east of Bridge #064120 to Marguerete Road) will generally be shovel-ready project.The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and four-foot stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 2.36 miles long within an existing 50-foot wide road right-of-way. The project cost estimate is $3,371,176.07.

Staff recommends submitting Hardee County’s Priority Project Applications to FDOT for FY 2026 through 2031 for SCRAP/SCOP funding.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: East-West Ten Mile Grade (from 0.30 miles east of bridge #064120 to Marguerete Road at the Highlands County Line

Priority Ranking Number: 2

Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name: Hardee County BOCC

B. Agency Contact: Christopher Simpron

Title: Assisant County Manager

Mailing Address: 412 W. Orange Street
Street Address

Wauchula (*City*) FL (*State*) 33873 (*Zip Code*)

Telephone: 863-773-3272

Email Address: christopher.simpron@hardeecountyfl.gov

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.

Note: Not all project types are eligible for every program.

- ☒ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☐ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☒ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☒ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-020.*

☐ **ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time. Work must meet ***Florida Greenbook*** standards.

☐ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☒ **PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.

☒ **SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES** - Bridge replacement is not eligible.

☐ **LANE ADDITION** - Adding through lane(s) to an existing paved road. **Capacity improvements are not an eligible activity for SCOP-Municipalities projects*.

☐ **ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.

☐ **DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

The project area consists of an unpaved surface that requires ongoing maintenance to ensure it remains smooth and accessible for consistent use.

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County Maintenance procedures include routine, periodic, and emergency tasks to keep roads safe and passable. These procedures include:

- Pothole patching: Repairing potholes in the road surface
- Drainage maintenance: Cleaning and repairing drains and culverts to prevent water accumulation
- Vegetation control: Mowing grass, removing vegetation, and removing landslides
- Bridge repairs: Inspecting and repairing bridges to keep them safe for travelers
- Signage and road marking repair: Cleaning and repairing signs and road markings
- Shoulder grading: Grading the shoulders of the road
- Roadway lighting: Maintaining the lighting on the road, if applicable
- Resurfacing: Improving the condition of the road surface

B. Detailed Project Description (Include: name of roadway(s) for which funding is requested, type(s) and scope of work to be performed, project/roadway features, customary roadway use and anticipated changes, special project considerations, and other key information):

Unfunded Segment of East-West Ten Mile Grade (from 0.30 miles east of bridge #064120 to Marguerete Road at the Highlands County Line. The County plans to design and obtain FDOT approval for the entire segment of Ten Mile Grade from Scarborough Road to Marguerete Road that includes the funded segments, from Scarborough Road to 0.300 miles east of Bridge #064120, so the unfunded portion (from 0.300 miles east of Bridge #064120 to Marguerete Road) will generally be shovel-ready project.The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and four-foot stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 2.36 miles long within an existing 50-foot wide road right-of-way.

C. Project Length (In Miles)**:** 2.36-mile project length

D. Project Limits

South or West Termini:	North or East Termini:
Scarborough Road	Marguerete Road

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 20th		
Paved Shoulder Width (ft.):	Existing:		Proposed: 4ft
Proposed Safety Edge:	Yes: ☒	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed. **N/A**

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☒ Existing right-of-way width from C/L in feet: 30ft from the C/L on each side

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

Right-of-Way is owned and maintained by Hardee County.

***Check all that apply if ownership is by more than one instrument*:**

☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*

☐ Plat *(Ownership is documented via plat of a city or subdivision)*
☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
☒ Maintenance Map *(Maintenance Map is already filed)*
☐ Maintenance Map in Progress *(Maintenance map in works)*
☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.
Note: *Not all project types are eligible activities for each program*

BRIDGES
☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
☒ No work to existing bridge is proposed.
☐ There is not a bridge within the project limits.
Please explain:

ROADWAY:
☐ Existing curb and gutter to remain
☐ Widen for bike-lane
☐ Re-stripe for bike lane
☐ Sidewalk or shared use path
Please explain: N/A

MEDIAN:
☒ No existing median
☐ Existing median width:
☐ Proposed median width:
Please explain:

DRAINAGE/PERMIT
☐ Existing closed drainage system to remain.
☒ Existing open drainage system to remain.
☐ No new drainage proposed.
☒ Drainage improvements required: Some culvert work and setting back of open swales/ditches
Please explain:

SAFETY IMPROVEMENTS
☒ Upgrade or add signage
☒ Upgrade or add guardrail
☒ Clear zone violations mitigation
☒ Existing cross slope or super-elevation corrections
☒ Upgrade or add guardrail
☒ Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA

☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE

☐ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain: This is in the School Bus Route and is traveled frequently

UTILITIES

☐ Sub-surface relocation is required.
☒ Utility Coordination is required.
☐ No utility relocation required.
Please explain:

RAILROAD

☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.
Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☒ No: ☐

If matching funds are proposed, explain the source and any limitations of those funds:

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$147,858.60	$0
Construction	$2,688,338.17	$0
Consultant Engineering Inspection (CEI)[1]	$266,145.48	$0
Other: Contingency 10%	$268,833.82	$0
TOTAL ESTIMATED PROJECT COSTS:	$3,371,176.07	$0

☐ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs**. Estimate should be prepared and signed by a Professional Engineer**.

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

A. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements with the maintenance entity:

B. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

C. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

D. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

E. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

F. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☒ No: ☐ *(Explain below):*

Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:

(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;

(2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;

(3) Shall certify that no additional right of way is required to perform the work;

(4) Has the legal right to construct the project within the identified right of way;

(5) Shall acquire necessary permits required to construct the project;

(6) Is responsible for all costs associated with utility relocation(s); and

(7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that Christopher Simpron (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.

Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Click here to enter text
Name	Name
Assistant County Manager	Click here to enter text
Title	Title
Click here to enter text	Click here to enter text
Date	Date

ENGINEERS COST ESTIMATE
Project Name: Ten Mile Grade
(from 0.3 mi E of Bridge 64120 to Margueritte Road)

Project Description: The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and four-foot stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 2.36 miles long within an existing 50-foot wide road right-of-way.

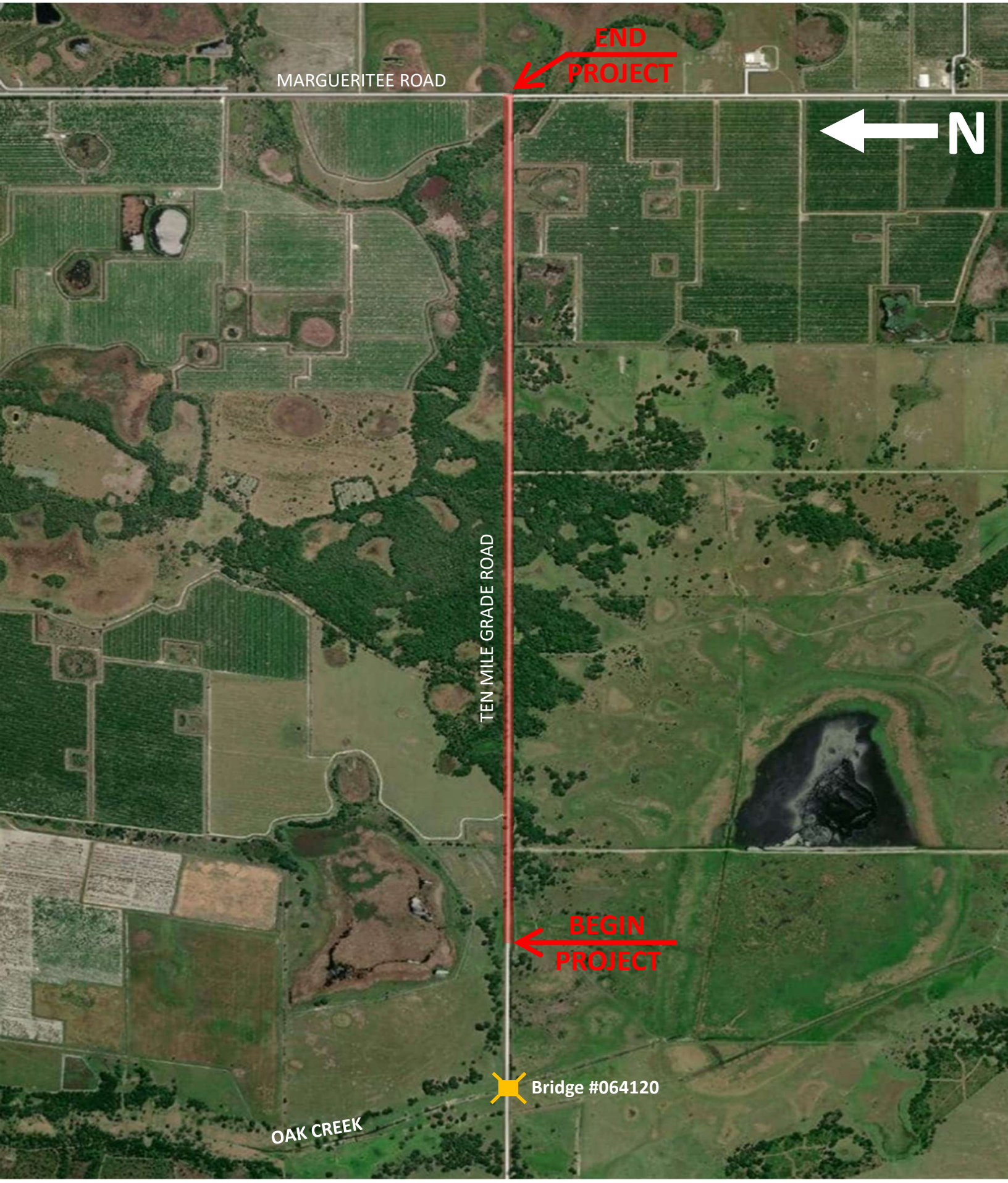
Date: 1/31/2025

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
	Roadway				
0101 1	MOBILIZATION	1	LS	$198,776.36	$ 198,776.36
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$140,643.65	$ 140,643.65
0104 10 3	SEDIMENT BARRIER	11900	LF	$2.78	$ 33,082.00
0104 11	FLOATING TURBIDITY BARRIER	350	LF	$17.81	$ 6,233.50
0110 1 1	CLEARING AND GRUBBING	13.7	AC	$16,169.47	$ 221,521.74
0110 7 1	MAILBOX, F&I SINGLE	12	EA	$336.30	$ 4,035.60
0120 1	REGULAR EXCAVATION	3739	CY	$13.37	$ 49,995.38
0120 6	EMBANKMENT	5900	CY	$19.33	$ 114,048.46
0160 4	TYPE B STABILIZATION	36089	SY	$7.41	$ 267,418.01
285701	OPTIONAL BASE GROUP 1	122	SY	$21.65	$ 2,649.09
285709	OPTIONAL BASE GROUP 9	38623	SY	$22.00	$ 849,710.40
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	3199	TN	$170.00	$ 543,908.20
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	42	LF	$262.65	$ 11,031.30
0430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1	EA	$5,256.40	$ 5,256.40
0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	247	LF	$292.45	$ 72,235.15
0430548100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	6	EA	$8,500.00	$ 51,000.00
0546 71 1	RAISED RUMBLE STRIP SET - PERMANENT	4	EA	$2,000.00	$ 8,000.00
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	1400	LF	$15.27	$ 21,378.00
0570 1 1	PERFORMANCE TURF	26400	SY	$2.49	$ 65,736.00
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	4	AS	$501.36	$ 2,005.44
0700 1 60	SINGLE POST SIGN, REMOVE	2	AS	$106.98	$ 213.96
0705 10 1	OBJECT MARKER, TYPE 1	3	EA	$300.00	$ 900.00
0705 10 2	OBJECT MARKER, TYPE 2	32	EA	$100.00	$ 3,200.00
0705 10 3	OBJECT MARKER, TYPE 3	24	EA	$350.00	$ 8,400.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	307	EA	$5.29	$ 1,621.41
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	36	LF	$7.30	$ 262.80
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.038	GM	$5,738.01	$ 218.04
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	2.246	GM	$2,162.63	$ 4,857.27
				Subtotal	**$ 2,688,338.17**
				Contingency (10%)	**$ 268,833.82**
				Utility Work Estimated Cost**	
				Total Cost of FDOT Non-Participating Items**	
				Design Estimated Cost (5%)	$ 147,858.60
				CEI Estimated Cost (9%)	$ 266,145.48
				TOTAL PROJECT COST	**$ 3,371,176.06**

Definitions
CEI - Construction Engineering and Inspection
Total Project Cost - Total cost of project
FDOT Non-Participating - Local funds not reimbursable

Non-participating items:
**Florida Statutues prohibit certain work types for funding opportunities, including capacity and pedestrian improvements.
For example, installation of sidewalks would require an alternate fund source.
****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc…



Project Location Map
Ten Mile Grade Road
(from 0.3 miles E. of Bridge #064120 to Marguerite Road)

AGENDA ITEM NO. 11.R

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lacey Webb, Parks, Recreation & Marketing Manager -** Gateway Entry Signs
SUGGESTED ACTION:	

ATTACHMENTS:
Gateway Signs Memo -2-2025 BOCC Mtg.pdf
Hardee County Gateway Signs.pptx

Hardee County
FLORIDA

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lacey Webb, Marketing & Tourism Manager

Subject: Gateway Entry Signs

Date: February 20th, 2025

At the February 4th, 2025, Tourism Development Council meeting, County staff and representatives from Kimley-Horn presented gateway sign design and cost for the TDC to review.

TDC approved the design for submission to the Hardee County BOCC to pursue project funding sources.

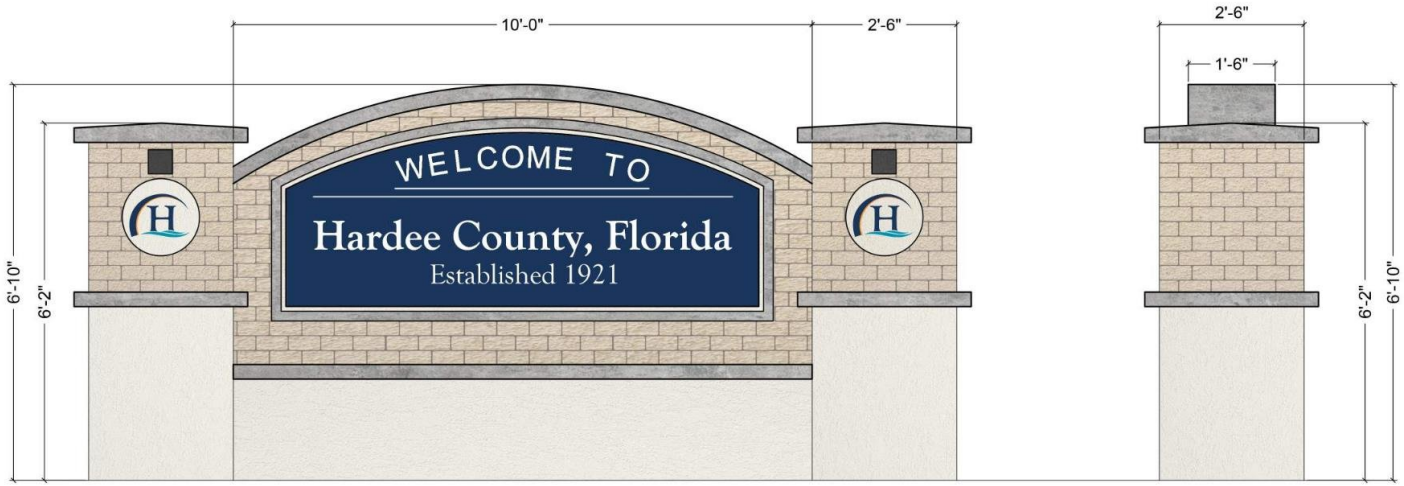
Material Inspiration
Hardee County Courthouse



Lighting Examples: Alternative to Sconce, light entire sign with flood light.



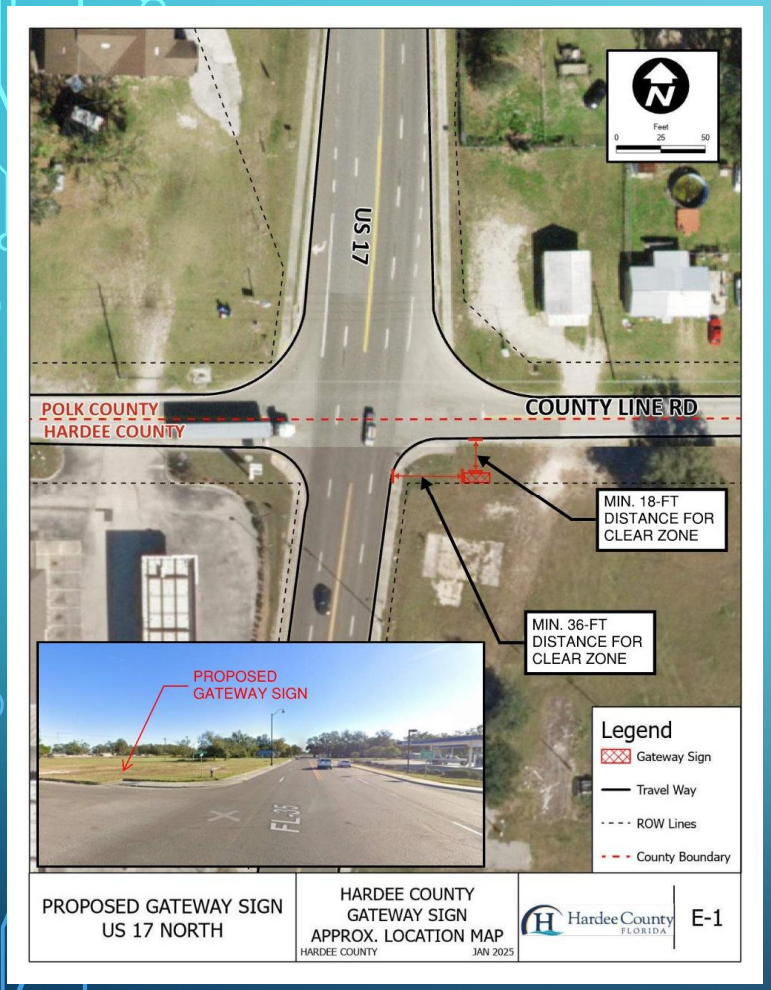


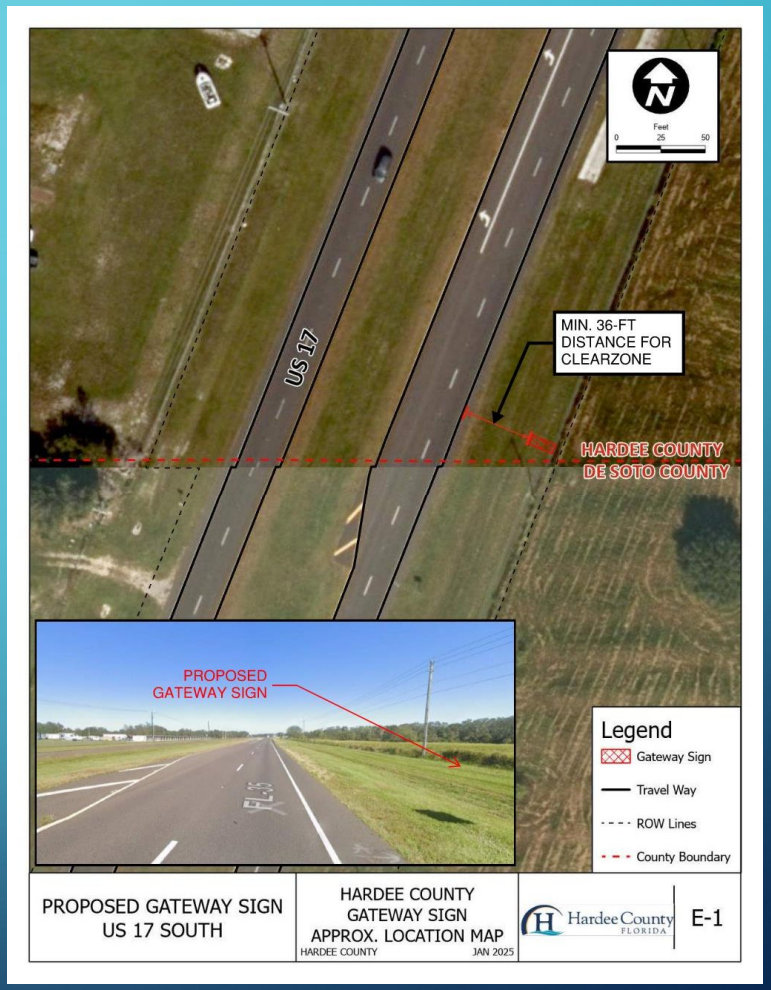


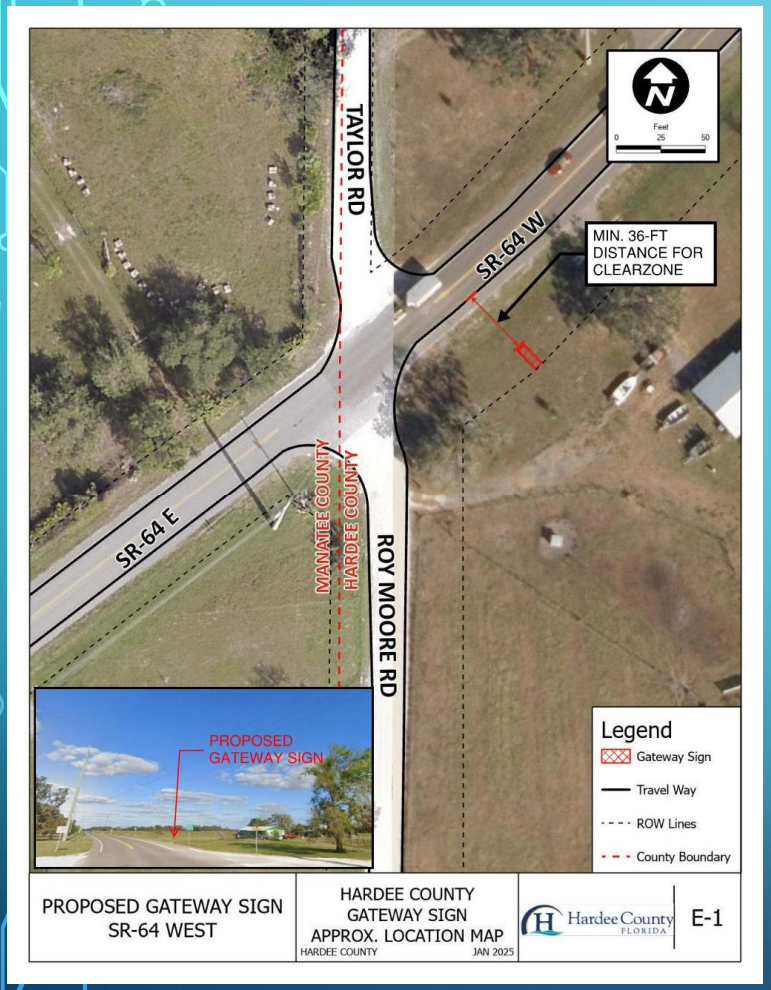
HARDEE COUNTY MONUMENTSIGN CONCEPT 5
JANUARY 2025

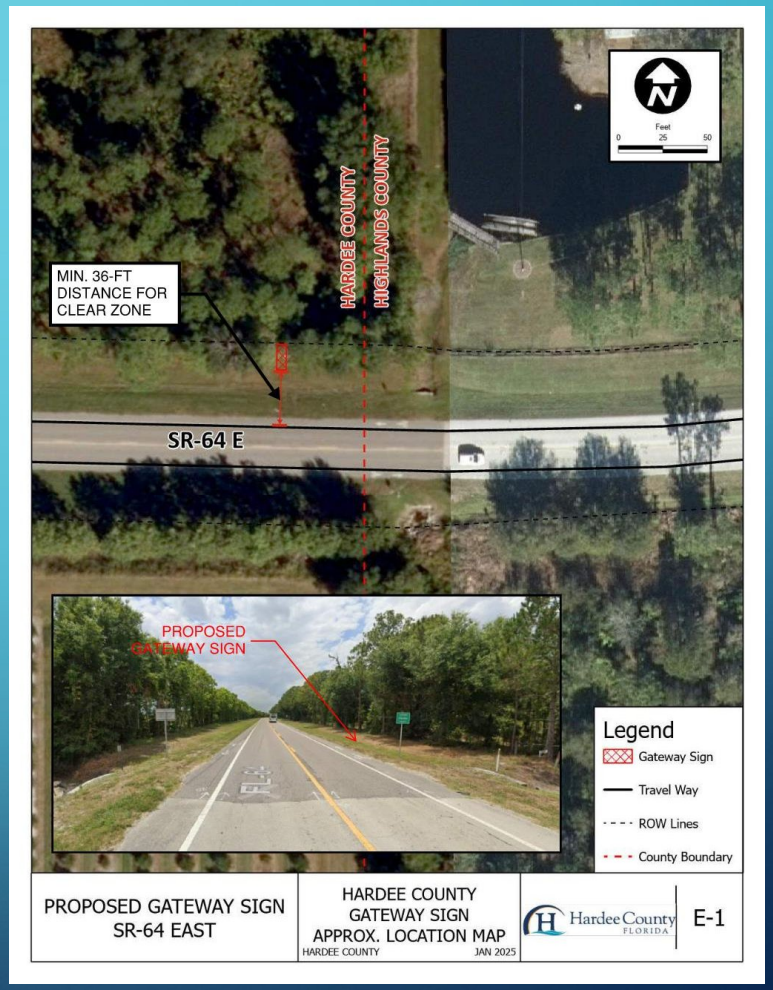
Hardee County FLORIDA

Kimley»Horn
Expect More. Experience Better.


US 17
POLK COUNTY
HARDEE COUNTY
COUNTY LINE RD
MIN. 18-FT DISTANCE FOR CLEAR ZONE
MIN. 36-FT DISTANCE FOR CLEAR ZONE
PROPOSED GATEWAY SIGN
Legend
Gateway Sign
Travel Way
ROW Lines
County Boundary
PROPOSED GATEWAY SIGN US 17 NORTH
HARDEE COUNTY GATEWAY SIGN APPROX. LOCATION MAP
HARDEE COUNTY JAN 2025
Hardee County FLORIDA
E-1


US 17
MIN. 36-FT DISTANCE FOR CLEARZONE
HARDEE COUNTY
DE SOTO COUNTY
PROPOSED GATEWAY SIGN
Legend
Gateway Sign
Travel Way
ROW Lines
County Boundary
PROPOSED GATEWAY SIGN US 17 SOUTH
HARDEE COUNTY GATEWAY SIGN APPROX. LOCATION MAP
HARDEE COUNTY JAN 2025
Hardee County FLORIDA
E-1


TAYLOR RD
SR-64 W
MIN. 36-FT
DISTANCE FOR
CLEARZONE
SR-64 E
MANATEE COUNTY
HARDEE COUNTY
ROY MOORE RD
PROPOSED
GATEWAY SIGN
Legend
Gateway Sign
Travel Way
ROW Lines
County Boundary
PROPOSED GATEWAY SIGN
SR-64 WEST
HARDEE COUNTY
GATEWAY SIGN
APPROX. LOCATION MAP
HARDEE COUNTY
JAN 2025
Hardee County
FLORIDA
E-1


MIN. 36-FT
DISTANCE FOR
CLEAR ZONE
HARDEE COUNTY
HIGHLANDS COUNTY
SR-64 E
PROPOSED
GATEWAY SIGN
Legend
Gateway Sign
Travel Way
ROW Lines
County Boundary
PROPOSED GATEWAY SIGN
SR-64 EAST
HARDEE COUNTY
GATEWAY SIGN
APPROX. LOCATION MAP
HARDEE COUNTY
JAN 2025
Hardee County
FLORIDA
E-1

AGENDA ITEM NO. 12.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Appointment
AGENDA SECTION:	**APPOINTMENTS**
SUBJECT:	**Terry Atchley, County Manager -** TDC Board Appointment
SUGGESTED ACTION:	- Motion to appoint Kaylee Webb to the Tourist Development Council.

ATTACHMENTS:
Kaylee Webb TDC App.pdf

ADVISORY BOARD INFORMATIONAL DATA



Date Completed

1. Name: Webb (LAST) Kaylee (FIRST) D (MIDDLE/MAIDEN) — MR./MRS./MS.

2. Business Address: 135 E Main St. (STREET) Wauchula (CITY)
P.O. Box 683 (POST OFFICE BOX) FL (STATE) 33873 (ZIP CODE) 863-773-6967 (AREA CODE/PHONE NUMBER)

3. Residence Address: 1027 Griffin Rd (STREET) Wauchula (CITY) Hardee (COUNTY)
FL (STATE) 33873 (ZIP CODE)
(POST OFFICE BOX)

Specify the preferred mailing address: Business ☑ Residence ☐ E-MAIL director@hardeecc.co

4. Board of Interest: Tourism + Development

5. Current Employer and Occupation: Hardee Co. Chamber / Executive Directo

6. Are you a United States citizen? Yes ☑ No ☐ If "No" explain:

If you are a naturalized citizen, date of naturalization:

7. Since what year have you been a continuous resident of Florida? all, 1985

8. Education
A. High School: HHS, Wauchula (NAME AND LOCATION) Year Graduated: 2004

09. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
HCC	Chamber of Commerce	ex. director	current
BBBS	nonprofit	program manager	2 yrs.
1ST	elem. School	teacher	11 yrs.

10. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.
I have been a lifelong member of our community. I went through the leadership program last year and also enjoy being involved in community events. I've hosted and attended a variety of fundraising events as well.

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes ☐ No ☑ If "Yes", list:

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes ☐ No ☑
If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

n/a

11. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
Kristin Chapman		33873	863-781-9672
Debbie Hilliard		33873	863-773-4151
Vent Crawford		33873	863-773-0304

12. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have been or will be appointed? Yes ☐ No ☑ If "Yes", explain:

13. If required by law or administrative rule, will you file financial disclosure statements? Yes ☑ No ☐

Signature of Applicant

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 20, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**Sarah Johnston, County Attorney -** February 2025 County Attorney Report
SUGGESTED ACTION:	