Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

February 19, 2026, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

- Invocation provided by Pastor Mark Cintron - Fountain of Life Church

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

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to ratify the submission and acceptance of the Florida Department of Transportation Safe Routes to School sidewalk program along Rigdon Road from Old Bradenton Road to Rainey Blvd, in an amount not to exceed $360,959; 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.

8. PRESENTATIONS

A. **Christopher Simpron, Assistant County Manager -** US Highway 17 Signal & Lighting Project

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. **BUSINESS AGENDA - Ordinances:**

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

    A. **Colton English, Procurement Manager** - Resolution 2026-07 - Ambulance Lease Purchase Agreement

    - Motion to approve Resolution 2026-07, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the waiver of competitive bidding and a lease purchase agreement between Hardee County Board of County Commissioners and Community First National Bank, for the purchase of a Demers F450 ambulance in a total amount, including interest, of approximately $392,606; providing for authorization and for an effective date.

12. **APPOINTMENTS**

13. **COUNTY MANAGER NON-CONSENT**

14. **COUNTY ATTORNEY**

    A. **BOCC Policies & Procedures**

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

16. **REMINDERS**

17. **ADJOURNMENT**

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 19, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the Florida Department of Transportation Safe Routes to School sidewalk program along Rigdon Road from Old Bradenton Road to Rainey Blvd, in an amount not to exceed $360,959; 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.
SUGGESTED ACTION:	

ATTACHMENTS:
Updated Memo.pdf
Application granicus version.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Lorie Ayers, General Services Director

Subject: Safe Routes to School Program

Date: 02/15/2026

Hardee County Grants Management will be submitting a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to the Florida Department of Transportation. The application will request funding for the Safe Routes to School Program for Fiscal Year 2025–2026.

The total funding request is an amount not to exceed $360,959, and there is no cash match requirement.

If awarded, these funds will be used for sidewalk installation along Rigdon Road from Old Bradenton Road to Rainey Blvd.

Staff recommends approval to submit the grant application.

SECTION 1 - SCHOOL, APPLICANT, MAINTAINING AGENCY & M/TPO INFORMATION

Notes: *Signatures confirm the commitment of the School, Applicant and Maintaining Agency to follow the Guidelines of the Florida's Safe Routes to School Program. The School is responsible for data collection (see Section 4F) before and after the project is built and responsible for promoting safe walking and biking to and from school. The Maintaining Agency is generally responsible for entering into a Local Agency Program (LAP) agreement with the FOOT to design, construct, &/or maintain the project. The Maintaining Agency is responsible for any project cost increases. Districts have the option to design and/or construct it, but the Maintaining Agency is always responsible for maintaining the project. Check with your District to see how they are handling this.*

SCHOOL INFORMATION

SCHOOL NAME: Hardee Junior High School

SCHOOL ADDRESS: 2405 US Hwy 17 N

COUNTY: Hardee **CITY:** Wauchula **ZIP:** 33873

TYPE: Junior High **YEAR BUILT:** 2006 **CONGRESSIONAL DISTRICT:** 18

PRINCIPAL'S NAME: Suzanne Stagg

PHONE#: 863-773-3147 **EMAIL:** sstag@hardee.k12.fl.us

PRINCIPAL'S SIGNATURE: IDATE,

APPLICANT INFORMATION

APPLICANT: Terry Atchley **TITLE:** County Manager

NAME OF APPLICANT AGENCY/ORGANIZATION: Hardee County Board of County Commissioners

APPLICANT AGENCY/ORGANIZATION TYPE: Maintaining Agency

APPLICANT: NA **TITLE:**

MAILING ADDRESS: 412 W. Orange Street, Suite 103

CITY: Wauchula **STATE:** FLORIDA **ZIP:** 33873

PHONE#: 863-773-9430 **E-MAIL:** terry.atchley@hardeecountyfl.gov

APPLICANT SIGNATURE: **DATE,**

I viewed/attended the SRTS webinar and have reviewed this application for completeness.

ATTENDEE'S SIGNATURE,! **DATE,**

SECTION 1 - SCHOOL, APPLICANT, MAINTAINING AGENCY & M/TPO INFORMATION (Continued)

MAINTAINING AGENCY INFORMATION

MAINTAINING AGENCY 1: City ☐ County Florida Department of Transportation ☐ District ☐

NAME OF MAINTAINING AGENCY: **DUNS#:**

CONTACT PERSON: Doug Baber TITLE: Assistant County Manager

MAILING ADDRESS: 412 W. Orange Street, Suite 103

CITY: Wauchula **STATE:** FLORIDA **ZIP:** 33873

PHONE#: 863-773-9430 ext 8411 **E-MAIL:** doug.baber@hardeecountyfl.gov

Note: your signature below indicates your agency's willingness to enter a Local Agency Program (LAP) or other formal agreement with FDOT to complete the project if selected for funding.

SIGNATURE: DATE:

MAINTAINING AGENCY 2: City ☐ County ☐ Florida Department of Transportation ☐ District ☐

NAME OF **MAINTAINING AGENCY:** **DUNS#:**

CONTACT PERSON: TITLE:

MAILING ADDRESS:

CITY: STATE: FLORIDA **ZIP:**

PHONE#: E-MAIL:

Note: your signature below indicates your agency's willingness to enter a Local Agency Program (LAP) or other formal agreement with FDOT to complete the project if selected for funding.

SIGNATURE: DATE:

METROPOLITAN/TRANSPORTATION PLANNING ORGANIZATION (M/TPO) SUPPORT

If the city or county is located within an MPO/TPO urban area boundary, the MPO/TPO representative must fill in the required information below, to indicate support for the proposed project:

NAMEOFMPO: Heartlaegional Transportation Planning Organization

CONTACT PERSON: Marybeth Soderstrom TITLE: HRTPO Staff Services Director

MAILING ADDRESS: 555 E Church Street

CITY: Bartow **STATE:** FLORIDA **ZIP:** 33830

PHONE#: 863-534-7130 **E-MAIL:** msoderstrom@cfrpc.org

SIGNATURE, **DATE:**

SECTION 2 - ELIGIBILITY AND FEASIBILITY CRITERIA

Notes: *This section will help FOOT determine the eligibility and feasibility of the proposed project. The goal of the SRTS program is to provide resources to address critical safety concerns near schools and achieve measurable increases in the number of students walking and bicycling to school. Except for the questions in 2A- 2C below answering "No" does not constitute elimination from project consideration.* ***You must fulfill requirements in A2-C below before applying!***

A1. Has a school-based SRTS Committee (including school representation) been formed?
Not required, but is strongly encouraged. ☐ Yes ■ No

A2. Has the public been notified of a Safe Routes to School meeting? To be held 2/19/2026. ☐ Yes ■ No

A3. Has at least one public Safe Routes to School meeting been held? To be held 2/19/2026.
Attach sign in sheet & minutes. To be provided after the 2/19/2026 public meeting (Hardee County BOCC). ☐ Yes No

B1. The applicant understands that they will be required to provide student travel data (section 4F) before and after the project is built, following a schedule provided by the District: ■ Yes ☐ No

C. *Note: Project planning cannot go forward until public right of way or permanent public access to the land for the proposed project is documented to the District.*

Have you provided either survey/as-builts or right of way documentation that shows adequate right of way exists for the proposed improvement? ■ Yes ☐ No

D. Is the Maintaining Agency Local Agency Program (LAP) Certified? (currently qualified & willing to enter into a LAP agreement requiring the agency to design, construct, and/ or maintain the project, abiding by Federal, State, & local requirements?) ☐ Yes ■ No

If **No:** Are they willing to become LAP Certified? ■ Yes ☐ No

If the agency is not willing to become LAP Certified, explain how this project could be built without this certification:

E. Who do you propose to be responsible for each phase of the project?

Design: ☐ City ■ County ☐ Other, Including FOOT (Explain below)

Construction: ☐ City ■ County ☐ Other, Including FOOT (Explain below)

Maintenance: ☐ City ■ County ☐ Other, Including FOOT (Explain below)

If you checked ***Other, including FDOT*** for any of the above, please explain the responsible party for each phase, and include documentation showing your project coordination communications with FOOT.

Is the County/City willing to enter into an agreement with FOOT to do the following, if the District decides this is the best way to get the project completed:

Install and/or maintain any traffic engineering equipment included in this project? ■ Yes ☐ No

Construct and maintain the project on a state road? ☐ Yes ☐ No ■ **N/A**

SECTION 2 - ELIGIBILITY AND FEASIBILITY CRITERIA (Continued)

F. Public Support - Explain your public information or public involvement process below.

Failure to provide documentation of public involvement activities directly with affected property owners is grounds for an application to be excluded from consideration.

****You may attach up to six unique letters, on official letterhead, from contacted groups. The letters should indicate why and how the authors can support the proposed project at the affected school.***

Describe public meetings that have been held to notify neighbors directly affected by proposed projects and overall reaction to the project:

A public meeting is planned to occur on February 19th, 2026 due to a brief delay regarding holiday breaks. This meeting will take place on 412 West Orange Street, Wauchula, Florida, at 8:30am. This meeting will discuss the Safe Routes to School program and will inform stakeholders and impacted homeowners of the proposed improvements, document feedback, and discuss any potential mitigation needed.

Consider contacting any of the following groups to build public support for your project. Please indicate below which groups have been contacted.

☐ Neighborhood association or other neighborhood meetings to inform neighbors directly affected

!!!! Metropolitan Planning Organizations or Regional Planning Councils

☐ Citizens' Advisory Committees, Bicycle/Pedestrian Advisory Councils or Community Traffic Safety Teams

☐ PTA/PTO/school meetings have been held to inform parents and school staff about this project

☐ Local news agencies

!!!! Groups not listed above, please add name(s) below:

Heartland Regional Transportation Planning Organization, Wauchula Police Department, and Hardee Junior High School.

G. If the proposed project has been identified as a priority in a Bicycle/Pedestrian or other Plan. Please explain:

N/A

H. Is this project in a Rural Economic Development Initiative (REDI) community? !!Yes ☐No

Visit the Florida Commerce - Office of Rural Initiatives website below for eligibility information:
https://www.f/oridaiobs.org/community-planning-and-development/office-of-rural-initiatives

SECTION 3 - BACKGROUND INFORMATION: FIVE E'S

Notes: *SRTS is designed to be a comprehensive program. Describe the efforts your school and community have made to address the identified problem through each E so far, and what is planned in the future for each. For more information on the E's, see Florida's SRTS Guidelines and the SRTS Toolkit: SRTS HOME PAGE (tdot.g_ovl*

1. ENGINEERING

1A. PAST:

The County and School District have implemented spot improvements such as updated signage, repainting pavement markings, and school-zone warning devices. These have supported safer vehicle behavior but do not address missing infrastructure.

1B. FUTURE:

Planned improvements include constructing new sidewalks on Rigdon Road and Petteway Avenue to close network gaps and connect residential areas to Hardee Junior High School and Hilltop Elementary. Marked crosswalks will also be added where pedestrian crossings occur. These improvements provide a safe, continuous walking and biking route for daily travel.

2. EDUCATION

If your school has taught or plans to teach the FLSRTS Curricula SRTS HOME PAGE {(dot.gov) or other education program, provide details below:

2A. PAST:

Teacher-led safety reminders and counselor supported assemblies.

2B. FUTURE:

Hardee Junior High School and Hilltop Elementary School plans to incorporate Florida SRTS Curriculum materials into classroom discussion. This will emphasize safe walking/biking skills, reflective gear, and route awareness.

3. ENCOURAGEMENT

3A. PAST:

The schools have discussed walking and biking to school with parents and students, though participation remains lower than expected, partly due to infrastructure concerns.

3B. FUTURE:

Following construction, the schools will further promote walking and biking to school. Partnerships with HRTPO and local law enforcement will help increase community participation.

4. ENFORCEMENT

4A. PAST:

Local law enforcement (Wauchula Police Department and Hardee County Sheriff's Department) identifies the school's walking and biking routes as critical pedestrian and biking corridors.

4B. FUTURE:

Local law enforcement will fully support the proposed improvements and continue collaboration to enhance pedestrian safety and promote safe access to schools.

5. EVALUATION

5A. PAST:

Limited pre-construction travel tallies were conducted, but gaps in infrastructure provide for inconsistent walking/biking monitoring.

5B. FUTURE:

Pre/Post student travel tallies, speed sampling, and other evaluation measures will be conducted to record the efficacy of the improvements. These measures will detect changes in walking and biking rates and track reductions in car pickup line congestion.

SECTION 4 - PROBLEM IDENTIFICATION

This section will help us understand your school's situation. If the proposed project includes more than one school, please give the requested information for each school.

A. HAZARDOUS WALKING CONDITIONS

1. Opportunity to resolve a documented hazardous walking condition (defined by Florida Statute 1006.23) and eliminate the resultant school busing. ☐ Yes ■ No

If Yes, please enter the documented date and case number: N/A

2. Discuss potential discontinuation of current courtesy transportation and expected public support/opposition for this change:

Although no hazardous walking conditions are formally documented, the existing infrastructure gaps create unsafe travel conditions that limit the potential for a reduction in vehicular traffic (buses and parent vehicles). According to the Hardee Junior High letter of support, parents and school staff have expressed concerns regarding walking and biking to school during the morning hours due to lack of sidewalks and heavily trafficked roadways. The proposed sidewalks would provide a defined route for students to travel, reducing reliance on other means of transportation and reducing risk to students walking or biking to school. It is expected that this project would garner broad public support. Community outreach and collaboration will take place during the length of the project to address and mitigate any concerns or issues that arise from the impacted homeowners.

B. Describe existing conditions/obstacles which may prevent walking or bicycling to your school. *Attach a map showing the existing multimodal conditions and photographs (jpg format) of existing conditions.*

Sidewalk gaps along Rigdon Road and Petteway Avenue force students to walk and bike in the roadway or on uneven shoulders. There are limited marked crossings along these school routes. These barriers contribute to lower walking and biking rates and create dependence on private transportation to school, congesting the car pick-up and drop-off lines.

C. Describe how your project will address any conditions which may prevent walking or bicycling to school. *Site location and other project-specific details will be provided in a later section.*

Walking and biking to school generally occurs during the early morning hours when it is still dark, creating significant safety concerns. Because of this, parents are often apprehensive to send students to school via walking and biking routes. The construction of the proposed sidewalks and crosswalk will greatly improve these routes by providing a clearly defined, safe route for students to travel to and from school.

SECTION 4 - PROBLEM IDENTIFICATION (Continued)

D. Provide a summary of any relevant demographic data within the school boundary area.

Hardee County Junior High School and Hilltop Elementary School are part of a double school known as a KS. The Junior High has 956 total students enrolled in the 2025-2026 school year. Of these students, 317 are in 6th grade, 337 are in 7th grade, and the remaining 302 are in 8th grade. The Elementary school (K-5) has 298 students. 100% of the students enrolled at Hardee Junior High receive free or reduced lunch. ESSA subgroups represented in this school includes students with disabilities, english language learners, and economically disadvantaged students. The 2025-2026 Hardee Junior High School Improvement Plan identifies various early warning indicators, finding that about 33.5% of students are chronically absent (absent 10% or more school days) with 31.6% of students presenting two or more early warning indicators, with additional risk reflected in prior-year course failures (ELA approx. 22%, Math approx. 14%) and Level 1 performance in ELA (approx. 24%) and Math (approx. 22%).

These demographics highlight a high-need student population that would greatly benefit from improved, safe active-transportation connections that support daily attendance and student health.

E. Provide the percent of free or reduced lunch program at the affected school: 100%

F. **STUDENT TRAVEL DATA:**

1. SCHOOL DATA:

Number of students in this school: 1254

Percent of students in school currently walking or biking to school: 8.4%

Based on *(mark all that apply):* Existing School Data: ☐ Visual Observation Survey: ☐ Estimates: lii

2. ROUTE DATA:

Number of students from the affected schools living along the proposed route:

Based on *(mark all that apply):* Existing School Data: ☐ Visual Observation Survey: ☐ Estimates: ■

Number of students currently walking or biking along this route:

Based on *(mark all that apply):* Existing School Data: ☐ Visual Observation Survey: ☐ Estimates: ■

Estimate of students who could walk or bike along the proposed route after improvements: 10%

SECTION 5 - SPECIFIC INFRASTRUCTURE IMPROVEMENT(S) REQUESTED I

A. LOCATION

Note: *The entire proposed project must be within 2 miles of the school and in the attendance area for the affected schools. Attach a map showing the school attendance boundary area and location of the proposed project in the Grant Application Portal with the application.*

Request #1 St. Name: Petteway Avenue **Maintaining Agency:** ☐ City ■ County ☐ State

From: Rainey Boulevard **To:** Old Bradenton Road

Project's closest point to school: ■ 0 to ½ mile ☐ ½ to 1 mile ☐ 1 to 1 1/2 miles ☐ 1 1/2 miles+

Request #2 St. Name: Rigdon Road **Maintaining Agency:** ☐ City ■ County ☐ State

From: Rainey Boulevard **To:** Old Bradenton Road

Project's closest point to school: ■ 0 to ½ mile ☐ ½ to 1 mile ☐ 1 to 1 ½ miles ☐ 1 ½ miles+

☐ Please check this box to indicate if there are additional project sites. If so, please upload an attachment with the details requested above for each site.

Discuss the projects' proximity (within 2 miles) to other facilities which might also benefit from the project, such as other schools or colleges, parks, playgrounds, libraries, or other pedestrian destinations: Attach a map of the proposed improvement locations.

The project is also within 1/4 mile of the Hardee Junior High School/Hilltop Elementary School campus. Students living in the improved neighborhood who rely on walking or biking to attend school will have better connectivity to existing sidewalk and pedestrian infrastructure leading to the school.

B. SIDEWALK, BIKE LANE, PAVED SHOULDER, OR SHARED USE PATH

Select all that apply:

☐ Continuation of Existing Sidewalk
■ New Sidewalk
☐ Continuation of Existing Bike Lane
☐ New Bike Lane (includes re-striping or reconstruction)
☐ Continuation of Paved Shoulder
☐ New Paved Shoulder
☐ Continuation of Shared Use Path
☐ New Shared Use Path

Comments: Describe your requests in detail below, including location, length, side of road, etc.

Request #1:
The proposed sidewalk along Petteway Avenue **will** extend for approximately 1,300 feet on the West side of the road and include the addition of a crosswalk passing through Morales Road. This will connect the existing sidewalk on Rainey Boulevard to the neighborhood.

Request #2:
The proposed sidewalk along Rigdon Road will extend for approximately 1,340 feet on the East side of the road, connecting the existing sidewalk on Rainey Boulevard to the neighborhood.

Provide an attachment with the details for any additional project requests, if applicable.

SECTION 5 - SPECIFIC INFRASTRUCTURE IMPROVEMENT(S) REQUESTED (Continued)

C. TRAFFIC CONTROLS

Select all that apply in regard to traffic control devices:

☐ We have all necessary traffic control devices **(Proceed to D. TRAFFIC DATA)**

☐ We need pedestrian signals (features)

☐ We need traffic signs

II We need marked crosswalks

☐ We need other school-related signals or beacons

☐ We need other school-related signs

☐ We need other roadway markings

Describe the existing and needed traffic controls:

Existing traffic controls are limited to stop signs and other standard signage. The project will create a crosswalk at Morales Road and Petteway Avenue, with the needed roadway markings. Beyond traffic control devices, pedestrian activity will be better directed through the sidewalks and out of the way of traffic.

D. TRAFFIC DATA

Note: *Posted Speed Limit is required. AADT stands for Annual Average Daily Traffic.*

St 1: Posted Speed Limit: 30/35	Observed Average Speed: 30/35	MDT: 643
St 2: Posted Speed Limit: 25	Observed Average Speed: 25	MDT: 445

**If the project includes additional streets, please provide an attachment with the traffic data requested above.*

SECTION 6 - COST ESTIMATE

This is designed to give FOOT a reasonable estimate of the cost of project. Make this cost estimate as accurate as possible as we do not allow contingency. If your local agency is providing local funding to supplement the request, please provide the information below.

Please note: The FOOT SRTS program is a competitive statewide program. Local match contributions may result in projects receiving a higher final ranking.

Questions? Contact your FDOT District Coordinator (directory).

Projects must follow appropriate design criteria. Projects on the State Highway System must follow the criteria in the Florida Design Manual (FDM) and FOOT Design Standards. Projects on local systems must meet the minimum standards and criteria in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and Highways (Florida Greenbook). These documents can be found on FDOT's web site at: **https://www.fdot.gov/roadway**

Provide the costs for the following:

Construction Cost	$187,753.00
Maintenance of Traffic Cost (MOT):	$ 88,344.00
Mobilization Cost	$ 27,610.00
TOTAL CONSTRUCTION COST:	$303,707.00
Professional Engineering Design Cost	$ 41,415.00
Construction Engineering and Inspection Cost:	$15,837.00
Local Contributions (if any):	$ 0.00
REQUESTED FUNDING:	$ 360,959.00
GRAND TOTAL COST:	$ 360,959.00

**Prior to submitting projects with a cost estimate over $1 M, please connect with your Safe Routes to School District Coordinator to discuss project feasibility and scope.*

Please note the phase of the project that local contributions (if any) are provided for: NA

Printed name of person preparing detailed cost estimate: Robert B. Conerly, P.E.

Agency submitting cost estimate: Kimley-Horn and Associates, Inc.

Contact Phone: 863-701-8702 **Email:** bo.conerly@kimley-horn.com

Signature: **Date:**

By signing the above, your agency takes responsibility for any costs over the requested funding amount.

Additional agency representative:

Contact Phone: **Email:**

Signature: **Date:**

By signing the above, your agency takes responsibility for any costs over the requested funding amount.

REQUEST FOR FUNDING COST ESTIMATE

A Request for Funding Cost Estimate must be signed and sealed by a licensed Professional Engineer ("P.E.") and submitted as part of the application. Please access the accompanying Funding Cost Estimate form #500-000-30b available at Procedural Document Library (fdot.gov).

SECTION 7 - SUBMISSION CHECKLIST

Notes: These will be counted toward total application score.

II Application

☐ SRTS Meeting Public Notification This will occur during the Hardee County BOCC meeting scheduled for **2/19/2026.**

☐ SRTS Meetings Sign in Sheet & Minutes This will be provided after the public meeting scheduled for **2/19/2026.**

II Proof of Right of Way

Letters of Public Support (up to 6)

☐ Documentation Affected Homeowners were Notified This will be conducted during a public meeting scheduled for **2/19/2026.**

☐ Documentation of Hazardous Walking Condition (if applicable)

II CurrenUrecent color photo of project location Gpg format)

II Request for Funding Cost Estimate

II Map Showing School Location and Attendance Boundary

II Map Showing Existing Conditions

II Map Showing Proposed Improvements

II Traffic/Engineering Report Evaluating the Problem (if applicable)

☐ Signal Warrants (if applicable)

☐ Benefit Cost Form (if applicable)

☐ District specific requirements (if any)

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 19, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** US Highway 17 Signal & Lighting Project
SUGGESTED ACTION:	

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 19, 2026
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Colton English, Procurement Manager** - Resolution 2026-07 - Ambulance Lease Purchase Agreement
SUGGESTED ACTION:	- Motion to approve Resolution 2026-07, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the waiver of competitive bidding and a lease purchase agreement between Hardee County Board of County Commissioners and Community First National Bank, for the purchase of a Demers F450 ambulance in a total amount, including interest, of approximately $392,606; providing for authorization and for an effective date.

ATTACHMENTS:

Memo - Ambulance.pdf
RESO 2026-07 - Ambulance Community Nat Bank.docx
Hardee County - Contract Ambulance.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager
Lorie Ayers, General Services Director

From: Colton English, Procurement Manager

Subject: Ambulance Finance to Purchase

Date: February 19, 2026

The Hardee County Fire Department has identified an immediate operational need for the acquisition of a new ambulance to support emergency medical response services countywide. The proposed vehicle is a Demers F450 Ambulance, designed and equipped to meet current emergency response standards and service demands.

The ambulance will be financed through Community First National Bank utilizing Sourcewell Cooperative Contract No. 092424-CFB. Sourcewell is a nationally recognized governmental cooperative purchasing organization that has competitively solicited and awarded contracts on behalf of its participating members. Use of this cooperative contract satisfies Florida procurement requirements.

The financing is structured as a Master Equipment Lease Purchase Agreement, which allows the County to acquire and use the ambulance immediately while spreading payments over a five-year period.

Staff recommends approval.

RESOLUTION NO. 2026-07

A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA, APPROVING THE WAIVER OF COMPETITIVE BIDDING AND A LEASE PURCHASE AGREEMENT BETWEEN HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AND COMMUNITY FIRST NATIONAL BANK, FOR THE PURCHASE OF A DEMERS F450 AMBULANCE IN A TOTAL AMOUNT, INCLUDING INTEREST, OF APPROXIMATELY $392,606.00; PROVIDING FOR AUTHORIZATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, (the "County") has an immediate need for the acquisition of a Demers F450ambulance to facilitate the provision of emergency response services; and

WHEREAS, the County has evaluated the purchasing options and has determined that the competitive financing rates Community First National Bank for a lease purchase aligns with existing budget allocations; and

WHEREAS, Community First National Bank provided a proposal for the lease purchase of an Demers F450 ambulance equipped with the desired options in the amount of $339,074.00 to be financed over five (5) years with a total amount to be paid, including interest, of $392,605.80 (provided in the Master Purchase Agreement and Payment Schedule attached and incorporated herein as Exhibit "A"); and

WHEREAS, the Master Purchase Agreement and Payment Schedule sets forth the terms and conditions of the lease purchase agreement, including the purchase option price for each year of the five (5) year lease term, and establishes that at the conclusion of the lease term, the County will own the vehicle; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to authorize the County Manager and County Attorney to execute the agreement and issue the necessary opinion provided for in the attached Master Purchase Agreement, and related exhibits and attachments included in Exhibit "A" for the lease purchase of a Demers 450 ambulance.

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

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

Section 2. Approval. The Board of County Commissioners of Hardee County (the "BOCC") hereby approves the Master Lease Purchase Agreement and related exhibits and attachments (incorporated and attached herein as Exhibit "A.")

Section 3. Authorization and Execution. The BOCC hereby authorizes the County Manager and County Attorney to execute the Master Lease Purchase Agreement and related exhibits and attachments.

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

APPROVED AND ADOPTED this 19th date of February 2026, during a regular meeting of the Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Noey Flores
Chair

ATTEST:

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

APPROVED AS TO FORM:

_____
Sarah Johnston
County Attorney

COMMUNITY LEASING PARTNERS
Division of Community First National Bank

215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

February 2, 2026

Casey Dasher
Hardee County Board of County Commissioners
412 West Orange Street, Room 103
Wauchula, FL 33873

RE: Financing for One (1) New Demers F450 Ambulance

Dear Casey,

Thank you for the opportunity to work with Hardee County Board of County Commissioners on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 3/12/2026 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the Hardee County Board of County Commissioners and an attorney's opinion letter.

Signer 1 - Terry Atchley, County Manager

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Sean Keating

Sean Keating
Documentation Associate

Documentation Instructions

◊ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
- ☐ Terry Atchley - sign where indicated

◊ **Exhibit A – SCHEDULE OF EQUIPMENT**
- ☐ Terry Atchley - sign where indicated

◊ ***Attachment I* – EQUIPMENT DESCRIPTION**
- ☐ Provide physical location where the equipment will be kept after delivery/installation

◊ ***Attachment 2* –PAYMENT SCHEDULE**
- ☐ Terry Atchley - sign where indicated

◊ **Exhibit C - OPINION OF COUNSEL**
- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP)*

◊ **Exhibit D - ACCEPTANCE CERTIFICATE**
- ☐ Terry Atchley - sign and date where indicated

◊ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
- ☐ Terry Atchley - sign where indicated

◊ **BANK QUALIFIED CERTIFICATE**
- ☐ Terry Atchley - sign where indicated

◊ **INSURANCE COVERAGE REQUIREMENTS**
- ☐ Provide Agent's contact information
- ☐ Terry Atchley - sign where indicated

◊ **INVOICE INSTRUCTIONS**
- ☐ Complete contact information for payment billing invoices

◊ **NOTICE OF ASSIGNMENT**
- ☐ Terry Atchley - sign where indicated

◊ **ESCROW AGREEMENT**
- ☐ Terry Atchley - sign where indicated

◊ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
- ☐ Terry Atchley - sign where indicated

◊ **TAX COMPLIANCE WITH NO ARBITRAGE**
- ☐ Terry Atchley - sign and date where indicated

◊ **8038 - IRS Form**
- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Terry Atchley - sign and date where indicated under "Signature and Consent"

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 3/12//2026, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a $500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: Hardee County Board of County Commissioners

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 1/2/2026, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor'), and Hardee County Board of County Commissioners, 205 Hanchey Rd, Wauchula, FL 33873 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

(e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

(h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.

(j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

(k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.

(l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.

(m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

(p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;

(b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;

(c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;

(d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;

(b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or

(c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the
Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;

(e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and

(f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.
Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.
Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.
Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.
Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.
Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.
Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.
Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.
Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. HARFL2026-01E

LESSEE:	**LESSOR:**
Hardee County Board of County Commissioners	Community First National Bank
_____	_____
Terry Atchley, County Manager	Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 1/2/2026

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: HARFL2026-01E

LESSEE:
Hardee County Board of County Commissioners

Terry Atchley, County Manager

LESSOR:
Community First National Bank

Blake Kaus, VP

ATTACHMENT 1
EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners**, as Lessee.**

Lease Number: HARFL2026-01E

One (1) New Demers F450 Ambulance

With a total acquisition cost of $339,074.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

ATTACHMENT 2
PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, as Lessee.

Lease Number: HARFL2026-01E

Amount Financed: $339,074.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	1/2/2027	$78,521.16	$17,272.42	$61,248.74	Not Available
2	1/2/2028	$78,521.16	$14,152.41	$64,368.75	$217,725.64
3	1/2/2029	$78,521.16	$10,873.47	$67,647.69	$148,725.00
4	1/2/2030	$78,521.16	$7,427.50	$71,093.66	$76,209.46
5	1/2/2031	$78,521.16	$3,806.00	$74,715.16	$0.00
Grand Totals		**$392,605.80**	**$53,531.80**	**$339,074.00**	

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

EXHIBIT B

LESSEE RESOLUTION:

LESSEE PROVIDING RESOLUTOIN

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

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

Exhibit C
Opinion of Lessee's Counsel

January 15, 2026

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen:

As legal counsel to Hardee County Board of County Commissioners (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 1/2/2026, and a certain Escrow Agreement dated as of 1/2/2026, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee's true and correct name is Hardee County Board of County Commissioners.
(2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
(3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
(4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;

(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

(7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

(8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

(9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

(10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.

(11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.[SJ2.1]

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

_____

Signature of Legal Counsel Date

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners**, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
(3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
(5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
(6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
(7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

_____
Date

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, **as Lessee.**

Lease Number: HARFL2026-01E

One (1) New Demers F450 Ambulance

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.

2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, **as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than $10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: Hardee County Board of County Commissioners

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Demers F450 Ambulance VIN: TBD**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ *$1,000,000.00 Aggregate Bodily Injury*
- ✓ *$1,000,000.00 Combined Single Limit per Occurrence*
- ✓ *Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.*

2. PHYSICAL DAMAGE

- ✓ *All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.*
- ✓ *Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.*

3. ENDORSEMENT

- ✓ *Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.*

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ *One (1) New Demers F450 Ambulance VIN: TBD as outlined on Lease# HARFL2026-01E*
- ✓ *Replacement Value (GRC, ACV, etc.)*
- ✓ *Comprehensive and Collision Deductibles*

THE CERTIFICATE SHOULD BE
EMAILED TO seankeating@clpusa.net OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
Hardee County Board of County Commissioners

Terry Atchley, County Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, **as Lessee.**

Lease Number: HARFL2026-01E

Equipment Description: One (1) New Demers F450 Ambulance

Please provide contact information for billing and invoicing purposes.

Person/Department: _____

P.O. Box/Street: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

NOTICE OF ASSIGNMENT

February 2, 2026

Hardee County Board of County Commissioners
412 West Orange Street, Room 103
Wauchula, FL 33873

RE: Schedule of Equipment No. 01, dated 1/2/2026, to Master Equipment Lease Purchase Agreement, dated as of 1/2/2026, between Community First National Bank, as Lessor, and Hardee County Board of County Commissioners, **as Lessee. Along with the Escrow Agreement entered into as of 1/2/2026.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

_____

_____

_____

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Community First National Bank

_____
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 1/2/2026 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Hardee County Board of County Commissioners ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 1/2/2026 to Master Equipment Lease Purchase Agreement dated as of 1/2/2026 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 1/2/2026 to Master Equipment Lease Purchase Agreement dated 1/2/2026, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of $339,074.00. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

(a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;

(b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or

(c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent $200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars ($10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

(a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.

(b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.

(c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:
Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

_____
Blake Kaus, VP

LESSOR:
Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

_____
Blake Kaus, VP

LESSEE:
Hardee County Board of County Commissioners
412 West Orange Street, Room 103
Wauchula, FL33873

_____
Terry Atchley, County Manager

EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 1/2/2026, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Hardee County Board of County Commissioners, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

Payee	Equipment	Amount

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

_____
Signature

Signature of additional authorized individual (optional)

_____
Name and Title

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 1/2/2026 to Master Equipment Lease Purchase Agreement dated as 1/2/2026 by and between Community First National Bank, ("Lessor") and Hardee County Board of County Commissioners ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 1/2/2026 to Master Equipment Lease Purchase Agreement dated as of 1/2/2026 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Demers F450 Ambulance of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or $339,074.00 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 1/2/2026 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec.1.150-2;

(b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1. 148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or $100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.
6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.
7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.
7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.
8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.
8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.
8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:
Hardee County Board of County Commissioners

_____
Terry Atchley, County Manager

_____
Date

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 19, 2026
SUBMITTED BY:	Holly Smith, County Manager's Office
ITEM TYPE:	Business Item
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**BOCC Policies & Procedures**
SUGGESTED ACTION:	

ATTACHMENTS:
Selected Sections ROP February 2026-2.pdf
10-13-22 Amended BOCC Rules of Procedure 2022 .pdf

February 2026 Meeting

As a result of numerous discussions, legislative changes, and identified process and procedural changes the Board's policies and procedures require extensive amendments. In order to ensure the proposed changes are identified, reviewed and considered by the Board, these draft updates will be presented over a series of meetings. The previous rules were organized into three sections, 1-Public Meetings and Processes, 2-Agenda and 3-Order of Business, General Provisions, and several attachments were included, the proposed update has been re-organized and several additional sections have been added. The proposed updated sections and subsections are listed below and will be finalized once each section has been reviewed and presented to the Board – after all of the sections are reviewed, a final version of the updated BOCC Rules of Procedure will be presented to the Board for adoption by Resolution.

Included for review is the updated draft rules of procedure table of contents, draft sections 1 through seven for initial consideration and a copy of the current rules of procedure have been included on the agenda for reference.

Updated Rules of Procedure Table of Contents:

Introduction
Section 1. Governing Rules
Section 2. Commissioners
- 2.1 Newly Elected Commissioners
- 2.2 Reoganization Meeting
- 2.3 Election of Chair and Vice-Chair
- 2. 4 Commission Chair – Presiding Officer
- 2.5 Commissioners Appointed to Boards and Committees
- 2.6 Commissioners subject to Code of Ethics
- 2.7 Duty to Vote
- 2.8 Voting Conflict

Section 3. Meetings
- 3.1 Regular
- 3.2 Special
- 3.3 Emergency
- 3.4 Workshops
- 3.5 Informal Commission Meetings – Inspection Trips, Retreats & Workshops
- 3.6 Executive Sessions Public Meeting Exceptions

Section 4. Committees
- 4.1 Committees Generally
- 4.2 Rules of Conduct
- 4.3 Committee Appointments

Section 5. Legislation
- 5.1 Manner of Legislation
- 5.2 Preparation of Legislation
- 5.3 Introduction of Legislation

Section 6. Conduct of Meetings
- 6.1 Commission Meetings & Quorum
- 6.2 Meeting End Time
- 6.3 Required Attendance of Officials
- 6.4 Remote Participation
- 6.5 Public Hearings
- 6.6 Quasi-Judicial Hearings

Section 7. Agenda
- 7.1 Agenda Format & Order of Business
    - Invocation
    - Presentations
    - Proclamations
    - Approval of the Agenda
    - "Add-on" Agenda Items
    - Citizens to be Heard
    - Consent Agenda
    - Removal of Agenda Items From Consent
    - Elected Officials Comments/Reminders
- 7.2 Agenda Preparation
- 7.3 Agenda Notices

Section 8. Public Participation
- Accessibility
- Public Comment

Section 9. Parliamentary Procedures
- Definitions
- Applicability
- Rules of Procedure

Section 10. County Manager
- County Manager's Role
- Purchasing Authority
    - Spending Thresholds
- Grant Authority
- Disposition of Property
- Legislative Program
- Budget Process

Section 11. Miscellaneous Policies
- Invocation
- Charitable Donation/Expenditures
- Board Committee Ranking
- Access to Public Spaces
- BOCC Directions
- Verbatim Transcript
- Use of County Letterhead
- Gift Policy
- ADA Policy & Procedures/Reasonable Accommodation

Forms:

The following sections have been Included for initial review and discussion.

- **Introduction**
- **Section 1. Governing Rules**
- **Section 2. Commissioners**
    - 2.1 Newly Elected Commissioners
    - 2.2 Reoganization Meeting
    - 2.3 Election of Chair and Vice-Chair
    - 2. 4 Commission Chair – Presiding Officer
    - 2.5 Commissioners Appointed to Boards and Committees
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    - 6.4 Remote Participation
    - 6.5 Public Hearings
    - 6.6 Quasi-Judicial Hearings - TBD

Section 7. Agenda

- 7.1 Agenda Format & Order of Business
    - Invocation
    - Presentations
    - Proclamations
    - Approval of the Agenda
    - “Add-on” Agenda Items
    - Citizens to be Heard
    - Consent Agenda
    - Removal of Agenda Items From Consent
    - Elected Officials Comments/Reminders
- 7.2 Agenda Preparation
- 7.3 Agenda Notices

To the extent possible, text with teal highlights is newly proposed text. Underline text is proposed to be added and ~~strikethrough~~ text is proposed to be removed.

INTRODUCTION

The Hardee County Board of County Commissioners ("Board" or "BOCC" shall be used interchangeably) recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the ~~Commission (Board)~~ Board of County Commissioners but also for members of the staff and general public or persons doing business with the County.

~~Although there are several Florida statutes which, in effect specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation.~~

~~In compiling our board rules, we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.~~

~~The Hardee County Board of County Commissioner's Rules as herein adopted and are intended to include most of the relevant procedural topics that the Commission faces; topics which for the most part have been gleaned from a number of counties. These Rules of Procedure may be amended by Resolution and a majority vote of the entire Board at any regular meeting in accordance with Florida law. Unless prohibited by law, a rule may be temporarily suspended by a majority vote of the Board in attendance.~~

These rules reflect procedures that enhance the Board's ability to operate as required by law and provide guidance to staff, Board members, advisory boards and committees and members of the public.

Establishing rules of procedure for Board meetings has several benefits. First, it allows for meetings to be run in an efficient and consistent manner. Second, it allows for members of the Board and residents to debate matters of public concern in a courteous and respectful manner that lessens the likelihood of discontent and friction. Third, rules provide guidance to Board members on how they are to interact and engage with county employees and members of the public. Fourth, rules of procedure ensure continuity and stability during transition years when new Board members are elected to office.

Adopted in regular session on _____, __, _____ by Resolution No. ____-_____;

Amended in regular session on October, __, 2022 by Resolution No. ____-_____; and

Amended in regular session on _____, __, 2026 by Resolution No. ____-_____.

SECTION 1. GOVERNING RULES

These Rules of Procedure shall govern the meetings, hearings, and workshops of the Board of County Commissioners ("Board" or "BOCC" shall be used interchangeably) and any subordinate boards, commissions or advisory committees, unless such subordinate bodies have adopted procedures, acting with express delegated authority or with Board approval, for the respective board, commission or committee.

Temporary suspension of these procedures shall permit the Board to take some action that would otherwise be prevented by a procedural rule already adopted, or otherwise applicable. The Rules of Procedure, unless otherwise prohibited by law, may be temporarily suspended for a definitive purpose with an affirmative vote of the majority of the Board. The Rules of Procedure may be amended by Resolution and a majority vote of the entire Board at any regular meeting in accordance with Florida law. These rules are for the efficient and orderly conduct of County business only; no violation of such rules shall invalidate any action of the Board.

Except as otherwise provided for herein or by an ordinance of the Board, XXXX Rules of Order XXX shall govern the meetings, hearings, and workshops of the Board and any subordinate boards, commissions or advisory committees.

SECTION 2. COMMISSIONERS

2.1 Newly Elected County Commissioners

a. The term of County Commissioners ("Commissioners") elected to office shall commence on the 2nd Tuesday, following the general election, as specified in Section 100.41, Florida Statutes.

b. A swearing-in ceremony for newly elected Commissioners will be coordinated by the County Manager. The County Manager shall provide an orientation program.

2.2 Reorganization Meeting

a. A special meeting shall be called prior to the first regularly scheduled meeting in December each year to reorganize the Board. The reorganization meeting shall take place prior to a regularly scheduled meeting scheduled for the same day. During an election year with a county commission seat on the ballot, the reorganization meeting may not be held before the election is certified by the Supervisor of Elections, the meeting shall be scheduled thereafter as soon as practicable.

b. In an election year, newly elected Commissioners shall be sworn in before the reorganization of the BOCC.

c. Agenda for the Reorganization Meeting:

   i. Honor outgoing BOCC members.

   ii. Oath of Office administered to newly elected Commissioners.

   iii. Election of Chair and Vice-Chair.

   iv. Committee Appointments.

v. Orientation for new members.

2.3 Election of Chair and Vice-Chair

a. The Clerk of Court or, in the absence or unavailability of the Clerk of Court, the County Attorney, shall preside over the election of officers. Procedures for electing officers are as follows:

i. At the 2nd regularly scheduled Commission meeting of November each year, or as soon thereafter, the Commission shall elect a Chair and Vice-Chair, from among its members. The Clerk/County Attorney shall call for nominations for Chair; a nomination serves as a motion, a nomination requires a second. ~~nominations do not require a second~~. ~~A roll-call vote is conducted by the Clerk/County Attorney if there is more than one nomination.~~ The same procedure shall be followed to select the Vice-Chair.

b. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

c. In the absence or temporary disability of the Chair, the Vice-Chair shall serve as Chair. In the event both the Chair and Vice-Chair are absent or temporarily disabled, an Acting Chair and Vice-Chair, selected by members of the Commission, will serve during the continuance of the absences or disabilities.

2.4 Commission Chair – Presiding Officer

a. The Presiding Officer ("the Chair") presides at all meetings of the Commission and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon him/her as Chair, he/she continues to have all the rights, privileges, and immunities of a member of the Commission. The Chair's responsibilities include:

i. Call the meeting to order, having ascertained that a quorum is present;

ii. Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by him/her, and he/she declares all votes;

iii. Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

iv. Expedite business in every way compatible with the rights of members;

v. If the Chair wishes to place a motion, the gavel must be relinquished. Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

A. Vice Chair;

B. Other Commissioners based upon seniority;

C. Another Commission member who has remained impartial;

D. County Attorney;

vi. The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since he/she has expressed partisanship on that particular matter.

vii. Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present.

viii. Assign Commissioner's seats in the commission chambers.

ix. For time-sensitive matters only, send letters to the Hardee County's State and Federal Legislative Delegations and other government officials in support of Hardee County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

x. The Chair is to be paid an additional $50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

xi. Approve travel expenditures for all Commissioners, except for the Chair, in accordance with the adopted Travel Policy. The Vice-Chair or County Manager shall approve travel expenses of the Chair.

xii. Perform such other duties as the BOCC may direct.

2.5 Commissioners Appointed to Boards and Committees

a. Members of the County Commission are required to serve on various boards and committees. Appointments are reviewed and assigned at the reorganization meeting ~~2nd meeting in November each year~~ or as soon thereafter as practicable by the new Chair.

b. A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October, so that each Commissioner can determine his/her interest in serving on various boards/committees.

c. If there is no nominee, no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

d. Each Commissioner shall call upon and seek the recommendation of the County Manager regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Manager. When the County Manager's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

e. The County Manager is responsible for scheduling recommendations on the Commission agenda in a timely manner.

2. 6 Commissioners subject to Code of Ethics for Public Officers and Employees

Code of Ethics for Public Officers and Employees

Each member of the BOCC is subject to the standards of conduct set forth in Part III, Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees. Each member is required to comply with the requirements and attend annual ethics trainings as required by Section 112.3142, F.S.

2.7 Duty to Vote

Each member of the BOCC present, physically or remotely, at a meeting must vote on all items requiring action unless excused in accordance with Section 286.012, F.S.

2.8 Voting Conflict

Any member that has a conflict pursuant to Section 112.3143, F.S. shall, prior to any discussion on the matter, publicly announce the nature of their conflict, step off of the dais, not participate in the discussion, and within 15 days after the vote, fill out a Form 8B and file it with the Clerk to be included in the meeting minutes.

SECTION 3. MEETINGS

3.1 Regular

Regular meetings shall be held at a time determined by the Board and adopted by Resolution no later than December 31 of the preceding year. All unfinished business at adjournment shall be carried to the beginning of the next regular Board meeting, unless prior to adjournment, items are placed on a alternate meeting agenda.

3.2 Special

Special meetings may be held at the call of the County Manager, the Chair or any three (3) Board members. Verbal and written notice must be given to each Board member, the County Manager, the Clerk of the Court, the County Attorney and the County Sheriff. Written notice shall be sent to the local media, posted on the County's website, the North and South doors of the County's Courthouse Annex, and the County's notice board. For special meetings there shall be a minimum of twenty-four (24) hours and preferably seventy-two (72) hours' notice prior to each meeting. The agenda shall state the specific purpose or purposes of the meeting and no additional items shall be considered at that time.

3.3 Emergency

Emergency Board meetings may be called at any time by the Chair or County Manager and shall be noticed and recorded in accordance with state law. Emergency meetings shall be held for matters of an urgent nature requiring immediate attention relating to the health, safety or welfare of the County, where postponement to a time of a regular meeting would result in serious injury or damage to the person, government, or the community directly concerned. No business shall be transacted at an emergency meeting except that specified in the call.

Whenever practicable, verbal and written notice must be given to each Board member, the County Manager, the Clerk of the Court, the County Attorney, the County Sheriff and to the public no less than twenty-four (24) hours prior to each meeting.

3.4 Workshops

The primary purpose of workshop meetings is to discuss or brainstorm, on an informal basis, issues of concern, or for the presentation and discussion of information. Workshop meetings may be requested by individual Board members but are usually scheduled by the Board as a body. Workshop meetings will be held at a date and time determined by the Board. All unfinished business at adjournment shall be carried to another scheduled workshop. Verbal and written notice must be given to each Board member, the County Manager, the Clerk of the Court, the County Attorney and the County Sheriff. Written notice shall be give to the local media and public with no less than twenty-four (24) hours and preferably seventy-two (72) hours prior to each workshop.

Due to the meeting's informality, formal action by motions is not permissible. The Board may provide staff members with the direction in which it wishes to proceed with an issue but should formalize the instruction at a regular meeting. Substantive decisions shall not be made at workshops.

3.5 Informal Commission Meetings - Inspection Trips, Retreats & Workshops.

The Chair, Commission, or County Manager may schedule informal meetings, inspection trips, or workshops to gain new information, request clarification and in general improve communication between elected officials and the public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be taken by County Commission staff.

3.6 Executive Sessions Public Meeting Exceptions

Executive sessions are meetings held by the Board in private and are exceptions to Florida Government in the Sunshine Law, Section 286.011, F.S. The following meetings are executive sessions:

a. **Collective Bargaining** - Collective bargaining meetings are requested by the County Manager. It is a meeting held, in private, with the County Manager or his/her designee, the County's negotiator, the County Attorney or his/her designee, and the Board, relative to collective bargaining. The sole purpose of the meeting is merely to instruct and consult with the negotiator before and during the collective bargaining sessions. Meetings can only be held when there are actual and impending collective bargaining negotiations. Sec. 447.605, F.S.

b. **Attorney-Client Sessions** – The County Attorney will advise the Board at a public meeting when he/she desires advice concerning pending litigation. The Board and County Manager are permitted to meet in private with the County Attorney and the County's litigation Counsel to discuss pending litigation to which the County is presently a party before a court. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The

only individuals authorized to attend the session are the: Board; County Attorney; County Manager; Court Reporter; and outside/litigation counsel. Sec. 286.011, F.S.

c. **Security Systems, Fire Safety Systems or Cybersecurity** – Board meetings relative to security systems, fire safety systems or cybersecurity may be held in private session to the extent authorized by sections 286.0113(1), 119.0725(3), 282.318(6), F.S., or other applicable law.

- To be added with policy - Risk Management Claims 768.28, F.S.

SECTION 4. COMMITTEES

4.1 Committees Generally.

a. This shall provide structure and guidelines to County staff and volunteers who are appointed by the County to serve on the various County advisory boards, bodies, commissions, committees and other groups (hereinafter "Committees"). This term shall include the Hardee County Planning and Zoning Board, the Hardee County Tourist Development Council, [insert other boards] and all other similar bodies.
b. Committees provide a great deal of assistance to the County. The recruitment process establishes an open and fair procedure. This section focuses on recruiting qualified citizens to participate on Committees. The screening process for selection of volunteers to serve on Committees should seek persons with a strong interest and a willingness to contribute the necessary hours. Staff will publicly announce the position vacancy by publishing one (1) advertisement in the local newspaper, posting an announcement on the County website and social media pages, and the County's bulletin board. The public announcement shall remain active for a period of at least fourteen (14) days to provide interested citizens with an opportunity to respond. However, some vacancies may not be publicized if a certain position requires a Board member to appoint someone, and the Board member has a desire to appoint a certain person who is willing to serve.
c. No Committee shall have legal status until such Committee has first been approved by resolution or ordinance of the County.

4.2 Rules of Conduct.

a. By accepting appointment to any Committee, members thereby agree to conduct themselves in accordance with the following rules of conduct:
   i. All members shall abide by Florida Sunshine Law, F.S. Ch. 286;
   ii. Florida Public Records Law, F.S. Ch. 119;
   iii. Florida Code of Ethics, F.S. Ch. 112; and
   iv. all other applicable local or state statutes, ordinances, or rules. The resolution or ordinance creating the Committee may further specify the applicable statutes, rules, or ordinances that will govern the members.

4.3 ~~Appointment by the BOCC of Citizens to Serve on Boards/Committees~~ Committee Appointments

The ~~County Commission~~ Board is required to select individuals to serve on various boards and committees. Applications for committee appointments are to be turned in to the office

of the County Manager or his/her designee ~~for the Board or Committee they express interest in~~. The ~~Advisory Board~~ committee applications will remain active for a period of one year. The ~~Commission~~ Board will make the selection for appointment in ~~an open~~ Board meeting by using an Applicant Ranking Form *(see Forms ~~Attachment 3, Page 19~~)*, listing the applicants provided by the County Manger's office.

(a) At the end of an expired term, sitting member may request to be re-appointed by the Board.

i. If no current applicants on file, the Board may choose to reappoint the member without going through a ranking process.

ii. In the event there are applicants on file, the sitting member will be placed into the ranking process along with all other applicants.

(b) Each ~~Commissioner~~ Board member must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the ~~Commission~~ Board in its sole discretion determines that there are no suitable applicants, they may choose to continue to a future meeting and solicit additional applicants instead of going through the ranking process.

(c) If the ~~Commission~~ Board decides to rank order the applicants available, each ~~Commissioner~~ Board member will rank order the specified number of applicants from the names provided on the Applicant Ranking Form.

i. ~~Commission~~ Board are to rank their top applicant as #1, ranking their second-best applicant as #2, etc. The rankings of all ~~Commissioners~~ Board members present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the ~~Commission~~ Board.

ii. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This process would be followed until all positions are filled. These rules may be modified to fit the specific situation.

(d) Once an applicant is selected, a Board member ~~of the Commission~~ will make a motion to fill the position with that individual.

~~**Applicability**~~

~~These Rules of Procedure shall govern the meetings, hearings, and workshops of the Board of County Commissioners and any subordinate boards, commissions or advisory committees, unless such subordinate bodies have adopted procedures, acting with express delegated authority or with the Board of County Commissioners approval, for the respective board, commission or committee.~~

SECTION 5. LEGISLATION

5.1 Manner of Legislation

The Board shall take official action only by means of ordinances, resolutions, or motions.

"Ordinance" means an official legislative action of the Board, which action is a regulation of a general and permanent nature and enforceable as a local law.

"Resolution" means an expression of the Board concerning matters of County business, an expression of temporary, advisory or exhortative character or a provision for the disposition of a particular item of the business of the Board.

"Motion" means a proposal that certain action shall be taken or shall not be taken or a certain view be expressed.

5.2 Preparation of Legislation

Legislation consisting of ordinances will usually be prepared by the County Attorney's Office upon an affirmative consensus by a majority of the Board. Any ordinance not prepared by the County Attorney's Office shall be reviewed by the County Attorney's Office before scheduled for public hearing. All ordinances prepared by or submitted to the County Attorney's Office shall be approved by his/her office as to form and shall be accompanied by a business impact estimate in accordance with sec. 125.66, Florida Statutes.

5.3 Introduction of Legislation

There shall be a reasonable limitation on subject and matter embraced in ordinances, amendments and enacting clause. Every ordinance shall embrace but one subject and matter properly connected therewith, and the subject shall be briefly expressed in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended section, subsection or paragraph of a subsection. Ordinances shall be presented for review by the Board twice prior to enactment unless otherwise directed by the Board.

SECTION 6. CONDUCT OF MEETINGS

6.1 Commission Meetings & Quorum ~~– Regular~~

~~Unless otherwise advertised, all regular meetings of the Hardee County Board of County Commission are conducted at 8:30 a.m. on the 1st and 3rd Thursday of the month in the Commission Chambers located at the Courthouse Annex, 412 W. Orange Street, Room 102, Wauchula, Florida.~~

~~(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk, and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.~~

a. A majority of the Board shall constitute a quorum. If no quorum exists within thirty (30) minutes after the time designated for the meeting of the Board to commence or if a quorum is lost, the Chair or the Vice Chair or, in their absence, the Board member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

The members present may, during the 30-minute period, open the floor for public comment or any similar presentation so long as no official action is taken or direction to staff is given.

b. Once a quorum has been established, a majority of Board members present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Board is required for approval of an item.

6.2 Meeting End Time

No meeting should continue beyond 1:30 p.m. without majority consensus of the Commission agreeing to extend beyond the said time. A new time must be established before taking a Commission vote to extend the meeting.

6.3 Required Attendance of Officials

~~(b)~~ County officials whose regular attendance shall be required at regular meetings of the Commission, are the: County Manager, County Attorney, Clerk of the Court, or their designees.

6.4 Remote Participation

a. A Board member may be physically absent from a Board meeting or workshop but may participate and vote in the meeting when the following conditions are met:
    i. The Board member is unable to attend as a result of personal or family health emergency or other emergency prevents them from being able to physically and safely attend the meeting.
    ii. For a meeting, the absent Board member is not needed for a quorum to be physically present.
    iii. The absent Board member can hear the proceedings, and when appropriate equipment is available, can see the proceedings for the entirety of the item the Board member intends to participate/vote.
    iv. The absent Board member can clearly be heard, and when appropriate, be seen, in the meeting room.
    v. A Board member seeking to participate in a meeting or workshop who is physically absent shall provide notice to the County Manager and County Clerk of Courts in advance of such absence so that the installation of appropriate equipment can be installed.
    vi. The Chair shall announce at the beginning of the meeting or workshop which members are attending remotely.

b. The requirements that Board members by physically present in order to participate and/or vote at a Board meeting may be waived during a declared Local State of Emergency to the extent it is permitted by law.

6.5 Public Hearings

a. Public hearings shall be held as prescribed by law and may be held to receive public comments on matters of great public importance to Hardee County. Public hearings will be identified on the agenda. Public hearings will commence at or as soon as possible after the advertised time. In no event will public hearings commence prior to the advertised time. Public hearings may be continued from a prior meeting or scheduled at times and on days or evenings in lieu of or in addition to the regularly scheduled monthly meetings. Proof of Publication of the notices for public hearings shall be on file with the Clerk for inspection. The Board does not have to take formal action to receive and file same.

b. Public hearings will be legislative or quasi-judicial. Legislative action typically results in the formulation of a general rule or policy. Quasi-judicial actions generally result in the application of a general rule or policy.

   i. Examples of legislative items include first and second reading of ordinances amending the code of ordinances, unified land development code, comprehensive plan and resolution adopting the annual budget and millage.

   ii. Examples of quasi-judicial items include rezoning or one parcel, variance, site plan, planned unit development, uses permitted with conditions, special exception uses, mining major special exception, and subdivisions.

c. Meeting Conduct : Legislative Public Hearing

   i. Introduction by the Chair

   ii. County Attorney shall read the title of the proposed legislation, if applicable

   iii. County Staff Presentation

   iv. Applicant Presentation, if applicable

   v. Chair shall open the public hearing for comments from the public

   vi. Chair shall close the public comment portion of the hearing. *Upon closing the public comment portion, no further remarks shall be heard from the general public*.

   vii. Board questions for staff/applicant, and Board discussion.

   viii. Chair will entertain a motion

   ix. Once the public hearing is closed, a motion may be made and voted upon in accordance with all procedures contained herein.

6.6 Quasi-Judicial Hearings – to be inserted

SECTION 7. AGENDA

7.1 Agenda – Order of Business

a. The agenda format shall include: call to order, approval of the agenda; additions, deletions, amendments, minutes for approval(if any), presentations/proclamations (if any), citizens to be heard, the consent agenda, business agenda-quasi-judicial, ordinances (second reading, first reading), action items, appointments (if any), county manager non-consent, announcements/reminders, county attorney, elected officials' comments/updates, adjournment.
b. The agenda format for a regular BOCC meeting shall be in substantially the form as set forth below:
    i. Invocation/Pledge of Allegiance
    ii. Call to Order
    iii. Approval of the Agenda
    iv. Minutes
    v. Presentations/Proclamations
    vi. Citizens to be Heard
    vii. Consent Agenda
    viii. Business Agenda
        A. Quasi-Judicial Items
        B. Ordinances 2nd Reading
        C. Ordinances 1st Reading
        D. Action Items
    ix. Appointments
    x. County Manager Non-Consent
    xi. Announcements/Reminders
    xii. County Attorney
    xiii. Elected Officials' Comments/Updates
    xiv. Adjournment
c. The business of all regular meetings shall be transacted in accordance with the prescribed agenda format. The items for consideration on any agenda may be re-arranged to more expeditiously conduct the business before the BOCC in the discretion of the Chair, or by consensus of a majority of the BOCC members present.

d. *Invocation and Pledge of Allegiance*. The County Manager shall maintain a clergy rotational roster for the invocation. Board members or County Officials, may also be designated to present the invocation. The Chair shall lead the pledge of allegiance.
    i. *Invocation*. The Board allows volunteers to solemnize the occasion of a Board meeting by offering an Invocation at the start of the meeting. The Invocation is offered for the benefit of and to accommodate the spiritual needs of the Board consistent with governing caselaw and the U.S. Constitution. It may include a prayer, a moment of reflective silence, or a short solemnizing message. It is generally short and usually lasts no longer than three minutes.
    ii. Requests for providing an invocation and additional information is provided in the attached Invocation Policy.

e. *Presentations*. Presentations shall be limited to five minutes for each subject, followed by BOCC questions and comments. Items requiring more time for discussion and deliberation shall be scheduled as workshops.

f. *Proclamations*. Proclamations are ceremonial documents issued by the Board that recognize, celebrate, and honor extraordinary achievements. Proclamations must convey an issue of County wide significance to a broad group of residents. Proclamations are generally considered for the following:

   i. To raise public awareness about issues affecting a large number of County residents. This must be specific to the County and have County wide significance.

   ii. To commemorate special milestones of significance to County's history or cultural heritage.

   iii. Requests for a proclamation must be submitted to the County Manager in accordance with the attached Proclamation Policy.

g. *Approval of the Agenda*. Approval of the agenda shall be made by a motion and consensus of the Board. Prior to adoption of the agenda, the Board can entertain deletions, additions, corrections, substitutions and requests for removal of items from the consent agenda for a separate vote.

h. *"Add-on" Agenda Items*. In the event of an unforeseen or emergency situation (for this purpose, an emergency situation shall be defined as significantly relevant to the health, safety, or general welfare of the residents of Hardee County), this may also include issues that are time critical or cost sensitive to the County. Under such circumstances, the County Manager and County Attorney should be consulted in advance of the meeting approve the "add-on" agenda item.

i. *Citizens to be Heard*. The portion of the agenda designated as the "Citizens to be Heard" members of the public shall be permitted to address the Board on any matter of public business whether on the current meeting agenda or not, including the consent agenda. However, members of the public shall only have one opportunity in a meeting to address the Board on a specific item. The public input shall be in accordance with section 8. Public participation.

j. *Consent Agenda*. The consent agenda contains routine items which are not considered controversial in nature and do not need further discussion. The items on the consent agenda will usually be items that the Board members are familiar with or self-explanatory enough to the point that no discussion is needed.

k. *Removal of Agenda Items from Consent*. Items may be removed from the consent agenda and added to the regular agenda upon request from any BOCC member. Members of the public may speak to any consent items in accordance with section 8. public participation.

l. *Elected Officials Comments/Reminders*. The purpose of elected officials comments and reminders is to provide the Board members and county elected officials (collectively, "elected officials") with an opportunity promote public discussion of and dissemination of information related to county business. Any elected official may submit reports and information on items relating to county business. When possible, the Board members, county manager and county attorney should receive such materials in advance. Board members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Board during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the county manager or county attorney, as appropriate.

7.2 Agenda Preparation

a. The County Manager, Board members, County Attorney, County Constitutional Officers, and members of the public in accordance with the County's Code of Ordinances and Unified Land Development Code may place items on the meeting agenda. Placement of items on an agenda shall be in accordance with these adopted rules of procedure, County Code of Ordinances, County Unified Land Development Code and applicable state law.
b. The County Manager shall prepare the agenda and assemble the accompanying backup or background information for Board meetings. Except for those items added by a Board member, the County Attorney, or County Constitutional Officer, no item may be added to the agenda without the approval of the County Manager. Assembling of the back up or background information for agenda items added by Board members, County Constitutional Officers or the County Attorney shall be the responsibility of the respective party and should be coordinated with the County Manager.
c. The County Manager shall provide an agenda schedule and deadline for submission of meeting agenda items and supporting documentation, the agenda schedule and deadlines shall be in accordance with the Board's adopted meeting schedule and be provided to the Board members, County Elected Officials, County Attorney, County Staff and available on the County's website.
d. The County Manager shall make every effort to distribute a complete agenda to the Board members, Clerk of Courts, and County Attorney no later than close of business five (5) days prior to the regular meeting.
e. Copies of the agenda and a complete agenda packet shall be available for public review at the following location:

County Manager's Office
1st floor of the Courthouse Annex
412 W. Orange Street, Room 103
Wauchula, Florida, 33873

7.3 Agenda Notices.

a. The below notices shall be included on all meeting and workshop agendas:
    i. *APPEALS:* In accordance with section 286.0105, F.S. any person who desires to appeal any decision as this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes testimony and evidence upon which the appeal is based.
    ii. *ACCOMODATIONS FOR DISABILITIES*. In accordance with section 286.26, F.S. persons with disabilities needing assistance to participate in any proceedings should contact the below person no less than 48 hours in advance of the meeting.

    Attn: [insert contact name and title]
    County Manager's Office
    1st floor of the Courthouse Annex
    412 W. Orange Street, Room 103
    Wauchula, Florida, 33873
    [insert email]
    [insert phone number]

HARDEE COUNTY

BOARD OF COUNTY COMMISSIONERS

FY 2022

RULES OF PROCEDURE

Adopted _____, __, _____ Resolution No. 22-___

Sandra Meeks
District 1

Noey Flores
District 2

Renee Wyatt
District 3

Russell A. Melendy
District 4

Judith George
District 5

Lawrence McNaul, County Manager
412 W Orange St, Suite 103
Wauchula, FL 33873
P: 863-773-9430
F: 863-773-0958

HARDEE

BOARD OF COUNTY COMMISSIONERS

Victoria L. Rogers, Clerk of Court
Post Office Drawer 1749
Wauchula, FL 33873
P: 863-773-4174
F: 863-773-4422

October __, 2022

The Hardee County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation.

In compiling our board rules, we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Hardee County Board of County Commissioner's Rules as herein adopted and are intended to include most of the relevant procedural topics that the Commission faces; topics which for the most part have been gleaned from a number of counties. These Rules of Procedure may be amended by Resolution and a majority vote of the entire Board at any regular meeting in accordance with Florida law. Unless prohibited by law, a rule may be temporarily suspended by a majority vote of the Board in attendance.

Adopted in regular session on October __, 2022 by Resolution No. _____.

_____
Russell A. Melendy, Chairman

TABLE OF CONTENTS

Section 1 – Public Meetings and Processes

RULE #	TITLE	PAGE
#1-1	Commission Meetings – Open to the Public	1
#1-2	Appearance Before the Commission for Non- Agenda Items	1
#1-3	Public Comments and Inquiries	2
#1-4	Commission Meetings and Quorum – Regular	3
#1-5	Commission Meetings – Special or Emergency	3
#1-6	Informal Commission Meetings – Inspection Trips, Retreats & Workshops	4
#1-7	Public Hearings – Time & Location	4
#1-8	Public Hearings – Procedures	4
#1-9	Reserved	8

Section 2 – Agenda and Order of Business

RULE #	TITLE	PAGE
#2-1	Preparation of Agenda	9
#2-2	Agenda Material	9
#2-3	Meeting – Order of Business	9
#2-4	Reserved	10
#2-5	Required Attendance of Officials	11
#2-6	County Attorney – Parliamentarian	11
#2-7	Clerk of Courts – Minutes	11
#2-8	Sergeant of Arms	11
#2-9	Rules of Order and Debate	11
#2-10	Voting	12
#2-11	Conflict of Interest – FL Statute 112.3143	12
#2-12	Ordinances	13
#2-13	Resolutions	13
#2-14	Motions	13
#2-15	Reconsideration/Rescinding of Action Previously Taken	13

Section 3 – General Provisions

RULE #	TITLE	PAGE
#3-1	Newly Elected Commissioners	15
#3-2	Election of Chair and Vice-Chair	15
#3-3	Commission Chair – Presiding Officer	15
#3-4	Legislative Program and Communication with Lobbyists	16
#3-5	Commissioners Appointed to Boards and Committees	17
#3-6	Appointment by the BOCC of Citizens to Serve on Boards/Committees	17
#3-7	Applicability, Suspension and Construction of Rules	18

Attachments

RULE #	TITLE	PAGE
Attachment-1	Request to Speak on Agenda Items	20
Attachment 2	Reserved	21
Attachment 3	Board and Committee Applicant Ranking Form	22
Attachment 4	Examples of Motions	24
Attachment 5	Definition of Parliamentary Terms	26
Attachment 6	Designation of County-Owned and Controlled Property	30

Section 1 – Public Meetings and Processes

#1-1. Commission Meetings – Open to the Public

All meetings of the Hardee County Board of County Commissioners, its various Boards, and Committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(16), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings*.

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated, the Commission may consider holding the meeting in the Hardee County Agri-Civic Center or other large public facility.

(c) Regular, as well as Special/Emergency meetings of the Commission will be conducted in a publicly accessible building.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles, or similar structures that are not intended to be used in a presentation for an item included on the meeting agenda, will be allowed in County Commission meeting rooms. Other signs, placards and banners shall not disrupt meetings or interfere with others' visual rights.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

#1-2. Appearance Before the Board for Non-Agenda Items Commission

Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person shall:

i. approach the speaker's podium/microphone, state his/her name and home address;

ii. comments are limited to three (3) minutes and each speaker is only allowed to speak once, unless further permission is granted by the Chair;
iii. only address the Commission as a whole, making comments concise and to the point and not a member thereof;
iv. present any documents/data/evidence to the Clerk of the Board or designee for dissemination to the Board;

NOTE: For large number of people wishing to speak on a particular issue *(Agenda or Non-Agenda Item)* the Commission may require all to fill out a 'Request to Speak on Non-Agenda Items' *(Attachment 1, Page 17)* or 'Request to Speak on Agenda Items' *(Attachment 2, Page 18)*.

(b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Manager and/or County Attorney for review and comment.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, he/she will be requested to step away from the speaker's podium/microphone. If the person does not do so, he/she is subject to removal, pursuant to Rule 18: Sergeant-at-Arms.

(f) The Chair, subject to concurrence of majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(g) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute, will not be entertained as a part of 'Public Comments'. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

#1-3. Public Comments and Inquiries

The Commission shall not take final action on public comment items presented at the same meeting unless a majority of the members present vote to temporarily suspend the Rules of Procedure, and such action is not otherwise precluded by law as determined by the County Attorney. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such

suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Manager for review and recommendation or may take other action it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Manager, the Chair should then refer the complaint directly to the County Manager for his/her review, if said complaint has not been so reviewed. The Commission may direct that the County Manager report to the Commission when his/her review is completed.

(c) The Chair may also assign to a Commissioner, issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

#1-4. Commission Meetings And Quorum – Regular

Unless otherwise advertised, all regular meetings of the Hardee County Board of County Commission are conducted at 8:30 a.m. on the 1st and 3rd Thursday of the month in the Commission Chambers located at the Courthouse Annex, 412 W. Orange Street, Room 102, Wauchula, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk, and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

(b) A majority of the Board shall constitute a quorum. If no quorum exists within thirty (30) minutes after the time designated for the meeting of the Board to commence or if a quorum is lost, the Chair or the Vice Chair or, in their absence, the Commissioner with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk. The members present may, during the 30-minute period, open the floor for public comment or any similar presentation so long as no official action is taken or direction to staff is given.

i. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item.

#1-5. Commission Meetings – Special or Emergency

The Chair, or the County Manager may call a special or emergency meeting.

(a) The call for a special or emergency meeting shall be in writing and shall contain time, place, and business to be conducted. The notice of a special or emergency meeting shall be posted on the North and South doors of the Courthouse Annex, and on the County's website. Special or emergency meetings may be held upon no less than

twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Manager, the County Attorney and Media shall be given 24-hours prior notice of the special or emergency meeting and as close in time as the posted notice as possible. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location; whichever site is most likely to ensure the person's receipt of the notice.

(c) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(d) If there is no longer a need for a special or emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

#1-6. Informal Commission Meetings - Inspection Trips, Retreats & Workshops.

(a) The Chair, Commission, or County Manager may schedule informal meetings, inspection trips, or workshops to gain new information, request clarification and in general improve communication between elected officials and the public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be taken by County Commission staff.

#1-7. Public Hearings – Time & Location

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be added to the agenda. Public Hearings shall be held in accordance with the procedures set forth in Section 125.66, Florida Statutes.

#1-8. Public Hearings – Procedures

(a) General Public Hearing - The procedures to be followed for public hearings are, generally, as follows:

i. The Chair inquires as to proof of publication, unless such proof is provided in the agenda, and then convenes public hearing.

ii. The County Manager or his/her designee should describe the agenda item to be considered and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration.

iii. Following public comment *(if any)*, the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

iv. The Chair inquires if there is any further discussion by the Commissioners and any

final comments or recommendations from administration. The Chair restates the motion.

v. The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings – These procedures shall apply to all quasi-judicial hearings held by the Board of County Commissioners or by any County Board or Committee (hereinafter "Boards") which holds quasi-judicial hearings. The County Attorney shall determine which matters are quasi-judicial in nature and shall direct the item to be designated as such on the agenda. The procedures to be followed for quasi-judicial hearings are generally as follows:

i. The Chair, Vice-Chair or other presiding officer (hereinafter "Presiding Officer") shall conduct the proceedings and maintain order. The County Attorney or legal advisor shall provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"This is a quasi-judicial proceeding, and any decision of the Board must be supported by substantial and competent evidence presented to the Board during the hearing. Substantial and competent evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. In rendering its decision, the Board shall rely solely upon the testimony and evidence which is relevant; material, fact-based and any testimony given in the form of an opinion will not be relied upon unless given by a qualified witness."

"You shall have the right to give testimony, and to present evidence and witnesses. The applicant, the Board and any interested persons shall be given an opportunity to ask question of any witness. Any person who wishes to testify shall be administered an oath to swear or affirm to tell the truth."

"At this time, if there is anyone who wishes to testify before the Board, please rise for the administration of the Oath."

ii. Oath. The County Attorney shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission. Any attorney representing any person/s or not otherwise appearing on behalf of themselves shall not be required to take the oath.

iii. Ex-Parte Disclosure. After reading the statement, the Deputy Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner/Board Member received any oral or written communications regarding the items to be discussed? If so, please disclose the substance of the communication and identify the person making the

communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

iv. Time Limits. An Applicant, Staff, and Affected Party shall be entitled to a total of fifteen (15) minutes to present without interruption. Rebuttal by an Applicant, Staff, and Affected Party shall be limited to five (5) minutes. Pointing out factual errors by an Applicant, Staff, and Affected Party shall be limited to one (1) minute.

i. Additional Time. The Chair or a majority of the Board, in consideration of law, equity or fairness may allow more than the allotted time by an Applicant, Staff, and Affected Party.

v. Staff Presentation. The County Manager or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

vi. Applicant Presentation. The applicant for a land use change or his/her representative will make a presentation pertaining to the application. The Applicant has the burden of proving that the proposal is consistent with the Comprehensive Plan and complies with the standards for approval in the Land Development Code. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

vii. Affected Parties. Parties in favor of or in opposition to the application shall make their presentation. An Affected Party shall be defined as any person who will suffer an adverse effect to a legally recognizable interest which will be affected by the Board action. The alleged adverse interest may be shared in common with other members of the community at large but shall exceed in degree the general interest in community good shared by all persons.

i. Notice procedures for Affected Parties. Any Affected Party desiring to become a party in the quasi-judicial proceeding shall provide written notice to the office of the County Manager which notice shall, at a minimum, set forth the Affected Party's name, address, and telephone number, indicate how they qualify as an Affected Party and indicate whether they are in favor of or opposed to the requested Board action. The filing of notice with the office of the County Manager shall serve as notice

to the parties of the aggrieved or affected persons intent to appear at the proceeding to testify, present evidence, bring forth witnesses, and cross-examine witnesses. The required notice must be received by the office of the County Manager at least five (5) calendar days before the hearing.

viii. The Chair shall open the hearing for public comment for members of the public that want to be heard on the item under consideration. Members of the public shall give their name and address for the record and will, in the discretion of the Chair, be allowed up to three (3) minutes to present their testimony. Any person providing testimony may be subject to cross-examination. The Chair shall close the public comment portion of the public hearing upon the conclusion of the comments of the last member of the public providing testimony.

ix. The Chair shall provide an opportunity for applicant, staff, and affected party rebuttal and applicant, affected party, and staff closing comments.

x. The Chair will then inquire of the Commissioners as to whether they are prepared to vote, to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

i. The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission *(such as a land use decision)* is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

ii. A Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission *(such as a land use decision)* shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

iii. Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

(d) Transcript of Hearing. Any party may arrange, at its own expense, for a court reporter to

transcribe the hearing. The party may request that all or a part of the transcript of a hearing be transcribed into verbatim, written form. In such case, the party requesting the transcript shall be responsible for the cost of production of the transcription.

#1-9. Reserved.

Section 2 – Agenda and Order of Business

#2-1. Preparation of Agenda

The Office Manager is responsible for the preparation of the suggested agenda. The Chair, any Commissioner or Constitutional Officer, the County Manager, or the County Attorney may place an item on the agenda.

(a) As a general practice, all supporting documentation *(**ALL** originals needing signature plus five copies)* must be provided to the County Manager's office not later than Thursday, 12:00 p.m., the week prior to the scheduled Commission Meeting. This includes any power point, video, or any other type of technical presentations. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and County Manger to discuss the agenda items, prior to the Commission meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair, by a simple majority vote.

#2-2. Agenda Material

(a) The Office Manager ensures a copy of the suggested final agenda and supporting materials is ready to be emailed to each Commissioner, the Clerk, the County Manager, the County Attorney and the media by 5:00 p.m., the Monday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the County Manager's office located on the 1st floor of the Courthouse Annex at 412 W. Orange Street, Room 103, Wauchula, Florida, 33873.

(b) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item he/she wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed, he/she should contact the County Manager/Office Manager no later than 12:00 noon, the Monday prior to the scheduled meeting.

#2-3. Meeting – Order of Business

(a) The business of all regular meetings of the Commission should be transacted as follows; however, the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to conduct the business more expeditiously

before the Commission.

i. Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission, as well as others, may also be designated to present the invocation. The Chair shall lead the pledge of allegiance.

ii. Adjustments and approval of the Regular, Consent and Public Hearing Agenda, except for items advertised for public hearings, may be added to, or removed from, the agenda by Commission members.

iii. The suggested agenda is presented in the following order:

a) Approval of the Agenda; Additions, Deletions, Amendments
b) Minutes for Approval
c) Public Comment for Non-Agenda Items
d) Consent Agenda
e) Business Agenda
    1. Quasi-Judicial Items
    2. Ordinances
    3. Action Items
f) Appointments
g) County Manager Non-Consent
h) County Attorney
i) Other Business
j) Comments from Commissioners or Other Elected Officials
k) Reminders
l) Adjournment

(b) Any items not listed on the printed agenda, for which a Commissioner will request action, should be in writing, and should be provided to the Commission, the County Manager, the Clerk, and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should continue beyond 1:30 p.m. without majority consensus of the Commission agreeing to extend beyond the said time. A new time must be established before taking a Commission vote to extend the meeting.

#2-4. Reserved.

#2-5. Required Attendance of Officials

County officials whose regular attendance shall be required at regular meetings of the Commission, are the: County Manager, County Attorney, Clerk of the Court, or their designees.

#2-6. County Attorney – Parlimentarian

The County Attorney serves as parliamentarian and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member or may otherwise do harm.

#2-7. Clerk of Courts – Minutes

The Clerk of the Court or his/her designee shall make correct minutes of the proceedings of each regular, special, or emergency Commission meeting.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or his/her designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

#2-8. Sergeant of Arms

The Hardee County Sheriff's Office or his/her designee shall be sergeant-at-arms of the Commission meetings and therefore, shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual that, if they do not cease the disruptive activity, the Sergeant-at-Arms will be instructed to remove them.

(c) The Chair will inform the individual that, if he/she is directed to leave the meeting site and fails to do so, the individual will be subject to arrest for trespass.

#2-9. Rules of Order and Debate

Every Commission member desiring to speak should address the Chair requesting to speak. The Commissioner shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A Commission member, once recognized, should not be interrupted when speaking unless to call said Commission member to order. The Commission member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said Commission member will be at liberty to proceed.

(c) If the Chair wishes to put forth or second a motion, he/she shall relinquish the chair to (1) the Vice Chair, (2) the senior Commission member *(if the Vice Chair is absent)*, (3) another Commission member who has remained impartial, or (4) the County Attorney, until the main motion on which the presiding officer spoke has been disposed.

#2-10. Voting

The votes during all Commission meetings should be transacted as follows:

(a) To expedite business, the Chair shall determine whether to call a simple vote *(all in favor of)* or by roll call vote. At the request of any Commissioner, a roll call vote shall be taken by the Deputy Clerk. The roll call vote may be determined in rotating alphabetical order, with the Chair voting last.

1. Roll Call votes shall be called in rotating alphabetical order with the Chairperson always voting last and the order shall be carried over from the previous meeting. For example, the roll call vote order would be as follows:
    i. Meeting 1, roll call agenda item "1" would be board member "A", board member "B", board member "C", board member "D", Chairperson;
    ii. Meeting 1, roll call agenda item "2" would be board member "B", board member "C", board member "D", board member "A", Chairperson; and
    iii. Meeting 2, roll call agenda item "1" would be board member "C", board member "D", board member "A", board member "B", Chairperson.

(b) When the Chair calls for a vote on a motion, every Commission member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that he/she is abstaining from voting, due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered a loss.

(d) Any Commissioner shall have the right to express dissent or protests regarding any ordinance, resolution, or policy of the Commission, and to have the reason therefore entered in the minutes.

#2-11. Conflict of Interest – FL Statute 112.3143

No Commissioner shall vote in his/her official capacity on a matter which would constitute a conflict of interest pursuant to Section 112.3143 Florida Statutes.

#2-12. Ordinances

An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the County. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing and scheduled for public hearing after advertisement.

(a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

#2-13. Resolutions

Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

#2-14. Motions

An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the County. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be called for discussion by the Chair, once discussion has ceased, the Chair will call for a motion, then public comment and any further discussion, before taking a vote.

(a) Before a motion has been requested by the Chair, its proposer may change or withdraw it without the Commission's permission, and any Commission member or the Chair may request that the maker withdraw it.

(b) Once the motion has received a second and there is no public comment or further discussion on the topic, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 4, pages 21 & 22 and may be used as appropriate in Board proceedings.

#2-15. Reconsideration/Rescinding of Action Previously Taken

This may be brought by a party on the prevailing side of the previous action for a motion

to reconsider and by any party for a motion to rescind, either motion shall be subject to a determination by the County Attorney that the motion of action previously taken has not otherwise vested. Refer to examples of properly made motions in Attachment 5, pages 23-26.

Section 3 – General Provisions

#3-1. Newly Elected Commissioners

The term of County Commissioners elected to office shall commence on the 2nd Tuesday, following the general election, as specified in Section 100.41, Florida Statutes.

A swearing-in ceremony for newly elected Commissioners will be coordinated by the County Manager. The County Manager shall provide an orientation program.

#3-2. Election of Chair and Vice-Chair

The Clerk of Court-or, in the absence or unavailability of the Clerk of Court, the County Attorney, shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the 2nd regularly scheduled Commission meeting of November each year, or as soon thereafter, the Commission shall elect a Chair and Vice-Chair, from among its members. The Clerk/County Attorney shall call for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk/County Attorney if there is more than one nomination. The same procedure shall be followed to select the Vice-Chair.

i. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

ii. In the absence or temporary disability of the Chair, the Vice-Chair shall serve as Chair. In the event both the Chair and Vice-Chair are absent or temporarily disabled, an Acting Chair and Vice-Chair, selected by members of the Commission, will serve-during the continuance of the absences or disabilities.

#3-3. Commission Chair – Presiding Officer

The Presiding Officer *(the Chair)* presides at all meetings of the Commission and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon him/her as Chair, he/she continues to have all the rights, privileges, and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by him/her, and he/she declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) If the Chair wishes to place a motion, the gavel must be relinquished. Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

i. Vice Chair;
ii. Other Commissioners based upon seniority;
iii. Another Commission member who has remained impartial;
iv. County Attorney;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since he/she has expressed partisanship on that particular matter.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present.

(g) Assign Commissioner's seats in the commission chambers.

(h) For time-sensitive matters only, send letters to the Hardee County's State and Federal Legislative Delegations and other government officials in support of Hardee County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

(i) The Chair is to be paid an additional $50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

#3-4. Legislative Program and Communication with Lobbyists

Each year, prior to the Legislative Session, the County Manager shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Hardee County and other Special Districts of the County. The County will coordinate with the Florida Association of Counties, as is appropriate, to protect the interests of Hardee County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation to seek favorable legislation and appropriations to further the goals of Hardee County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Manager may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Hardee County before governmental administrative agencies. The County Manager

shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Hardee County. Firms or individuals lobbying on behalf of the County will use the approved Hardee County Legislative Program as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Manager may *(in consultation with the Chair of the County Commission)* take action on bills or amendments that would have a favorable impact on Hardee County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Manager may, at his/her discretion, assign county employees to the legislative tasks *(including attendance in Tallahassee, or appearance before legislative or administrative bodies)* to promote the Legislative Program.

#3-5. Commissioners Appointed to Boards and Committees

Members of the County Commission are required to serve on various boards and committees. Appointments are reviewed and assigned at the 2nd meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October, so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee, no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Manager regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Manager. When the County Manager's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Manager is responsible for scheduling recommendations on the Commission agenda in a timely manner.

#3-6. Appointment by the BOCC of Citizens to Serve on Boards/Committees

The County Commission is required to select individuals to serve on various boards and committees. Applications are to be turned in to the office of the County Manager or his designee for the Board or Committee they express interest in. The Advisory Board Applications will remain active for a period of one year. The Commission will make the selection for appointment in an open board meeting by using an Applicant Ranking Form *(see Attachment 3, Page 19)*, listing the applicants provided by the County

Manger's office.

(a) At the end of an expired term, sitting member may request to be re-appointed by the Board.

i. If no current applicants on file, the Board may choose to reappoint the member without going through a ranking process.

ii. In the event there are applicants on file, the sitting member will be placed into the ranking process along with all other applicants.

(b) Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants, they may choose to continue to a future meeting and solicit additional applicants instead of going through the ranking process.

(c) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form.

i. Commissioners are to rank their top applicant as #1, ranking their second-best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission.

ii. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This process would be followed until all positions are filled. These rules may be modified to fit the specific situation.

(d) Once an applicant is selected, a member of the Commission will make a motion to fill the position with that individual.

#3-7. Applicability, Suspension and Construction of Rules

These Rules of Procedure shall govern the meetings, hearings, and workshops of the Board of County Commissioners and any subordinate boards, commissions or advisory committees, unless such subordinate bodies have adopted procedures, acting with express delegated authority or with the Board of County Commissioners approval, for the respective board, commission or committee.

Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted, or otherwise applicable. The Rules of Procedure, unless otherwise prohibited by law, may be temporarily suspended with an affirmative vote of the majority of the Commission. The Rules of Procedure may be amended by Resolution and a majority vote of the entire

Board at any regular meeting in accordance with Florida law. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission.

Except as otherwise provided for herein or by an ordinance of the Board, Robert's Rules of Order Newly Revised shall govern the meetings, hearings, and workshops of the Board of County Commissioners and any subordinate boards, commissions or advisory committees

Attachment 1 – Request to Speak on Agenda Items - Quasi-Judicial, Ordinances and Public Hearings

We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue on the agenda under Quasi-Judicial, Ordinances or Public Hearing items, please complete a "Request to Speak on Agenda Items" form available at Board meetings and hand it to the County Manager or designee before the meeting or prior to speaking.

Everyone is allowed to speak for three minutes. In most cases you will not receive an immediate response as the Board may direct the County Manager or the County Attorney to research the issue and respond to you directly or to agenda the issue at a future board meeting. At times during board meetings, board members may ask for information from audience participants. Please refrain from comment unless the Chairperson recognizes you.

If you have received this form via mail, fax, or email, forms may be returned via email at bcc@hardeecounty.net or via fax at (863) 773-0958, a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Manager's office at (863) 773-9430.

Name: _____ Date: _____

Group/Organization (if any): _____

Phone Number: _____ Email: _____

Topic: _____

Attachment 2 Reserved.

Attachment 3 – Board and Committee Applicant Ranking Form

Date: _____

Commissioner Name: _____

Note: Rank the applicants as follows - The best applicant as #1, the second best as #2, etc.

Applicant Name:	Rank Applicants 1-10

NOTE: See ranking criteria on following page.

Ranking Criteria for Boards/Committees

When considering applicants for a board/committee, take the following into consideration, when making your decision:

- Is the application completed in its entirety?
- Does the applicant have a business or any employment background for the board they are interested in serving on?
- Does the applicant have any educational background for the board they are interested in serving on?
- Does the applicant have any experience that would qualify them as a good candidate for the board they are interested in serving on?
- Does the applicant possess any types of certificates or degrees that would consider them a good candidate?
- Does the applicant serve on any other boards/committees? If so, is there a conflict of interest?
- Does the applicant list any references? If so and if references were contacted, does the applicant possess good character skills?

Attachment 4 – Examples of Motions

1 - Main Motion

"Mr. Chair/Madam Chair, I make a motion…." (Requires a second – is debatable).

2 - Subsidiary Motions

- **Amend**: "Mr. Chair/Madam Chair, I move to amend the motion.", "Mr. Chair/Madam Chair, I move to strike the word(s) _____." , "Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____." (Requires a second – majority vote necessary for approval).

- **Refer**: "Mr. Chair/Madam Chair, I move we refer the question to…." (Requires a second – majority vote necessary for passage – limited debate).

- **Defer to a time certain (postpone)**: "Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time)." (Requires a second – majority vote necessary for passage – not debatable).

- **Limit Discussion or Debate**: "Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time)." (Requires a second – a vote of majority of the members present shall be required to pass. The motion is not debatable).

- **Call the Question**: "Mr. Chair/Madam Chair, I call the question." **OR** "I move to close discussion." (A majority of the members present shall be required to pass. The motion is not debatable, the Chair will decide if the debate is finished or not).

- **Amend Something Previously Adopted**: "Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by…" (Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion).

- **Reconsider**: "Mr. Chair/Madam Chair, I move we reconsider the … (previously adopted motion)." (Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion). The motion to reconsider shall be subject to a determination by the County Attorney that the

motion of action previously taken has not otherwise vested.

- **Rescind**: "Mr. Chair/Madam Chair, I move to rescind the …." (Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion).

3 - Incidental Motions

- **Point of Order**: "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote unless a motion arises out of the Point of Order.

- **Divide a Motion**: "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately… (stating the issues to be considered)." (Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided).

- **Consider by paragraph or seriatim**: "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." (Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action).

- **Withdrawing a Motion**: "Mr. Chair/Madam Chair, I withdraw the motion." (The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote).

- **Appeal the decision (of the Chair**): "I appeal the decision of the Chair." (Second is required – a majority or tie vote upholds the Chair's decision – debate on motion to appeal is allowed with the Chair speaking first and last).

4 - Privileged Motions

- **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." (Requires a second – majority vote necessary for passage – there can be no discussion).

- **Motions of Privilege**: "I rise to a question of privilege affecting the meeting." **OR** "I rise to a question of personal privilege." (The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question).

- **Recess:** "Mr. Chair/Madam Chair, I move to recess until … (state exact limit of recess)." (Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary).

Attachment 5 – Definition of Parliamentary Terms

Adhere: To be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: A special committee chosen to do a particular task of work only.

Adjourn: To officially terminate a meeting.

Adjourned Meeting: A meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: To approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: The "aye" or "yes" vote supporting a motion as stated.

Agenda: The official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair**: the Hardee County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: To open a meeting.

Debate: Formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: To not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: Authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: An assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: Misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: A duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: Statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(16), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: A person who is assigned to a board or committee by virtue of the office they hold.

Ex Parte: Done with respect to or in the interests of one side only or of an interested outside party.

Floor (as in "you have the floor"): When a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: An informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: An amendment relating directly to the motion to which it is applied.

Hearing: A meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: An amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: Permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: When a motion can be worded only one way and therefore is not subject to amendment, it is said to be invariable in wording.

Majority Vote: More than half of the number of legal votes cast for a motion.

Minutes: The legal record of the action of the Board (or anybody) that has been approved by vote of the body.

Motion: A proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move…."

Objection: The formal expression of opposition to a proposed action.

Order of Business: The adopted order in which the business is presented to the meeting of the Board.

Out of Order: Not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: The code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: Sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: The rank or priority governing the motion.

Precedent: A course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: A statement of a motion of any kind for consideration and action.

Quorum: The number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: Acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: To review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: A statement to the Chair asking a question or some "right."

Rescind: To nullify or cancel a previous action.

Resolution: A formal motion, usually in writing, and introduced by the word "resolved," that is presented to the Board for a decision.

Resolution of Thanks: A formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: Discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: A recorded vote taken by calling the roll of the Commission.

Ruling: A pronouncement of the Chair that relates to the procedure of the Board.

Second: After a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: Consideration by sections or paragraphs.

Standing Committees or Boards: Committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: A law passed by the Legislature.

Tie Vote: A vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: Deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: Any business that is postponed definitely to a time certain.

Voice Vote: A vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed.:" Aye" may never be used to vote in opposition.

Attachment 6. Designation of County-Owned and Controlled Property.

A. APPLICABILITY

This Policy shall apply to the following County-owned and controlled properties: County Courthouse Complex, Courthouse Annex 1&2, Public Works Facilities, Sheriff's Complex, Pioneer Park Facilities, Animal Refuge Office, Agri-Civic Center, Hardee Park Facilities, Magnolia Park Facilities, Fire Department Facilities, County Medical Facilities, County Landfill Facilities, Hardee Lakes Facilities, Hardee Youth Sports Facilities, Hardee Records Facility and any additional County owned or controlled property (hereinafter, the "County-Owned and Controlled Property").

B. AUTHORITY OF COUNTY MANAGER TO DESIGNATE ENCLOSED AREAS

1. The County Manager, through the adoption of these policies, implements administrative practices and principles that support the daily operations of Hardee County by maintaining a safe and orderly environment that is conducive to the efficient rendering of public services in the interior of County-Owned and Controlled Property.
2. In the performance of such responsibilities, the County Manager shall have the authority to identify which areas are to be considered public forum, limited public forum, or nonpublic forum.
3. The County Manager has the authority to develop and implement procedures to regulate and control public access within County-Owned and Controlled Property to provide for the security and privacy of public visitors; to provide for the security and privacy of County employees, service providers and officers; and to minimize potential disruptions to the work of County government.
4. Public access to areas within the enclosed portions of County-Owned and Controlled Property may be restricted depending upon whether such areas are classified as a "public forum", "limited public forum", or "nonpublic forum". Areas within the enclosed portions of County-Owned and Controlled Property are classified based upon their intended use. Additionally, any area within County-Owned and Controlled Property that has been designated as a nonpublic forum shall be marked by signage indicating that it is a restricted area.

C. DESIGNATION OF STATUS OF ENCLOSED COUNTY-OWNED AND CONTROLLED PROPERTY

1. County Courthouse Annex 1

    a. As to the County Courthouse Annex:

    (1) The County Commission Chambers in the County Courthouse Annex 1 is hereby designated as a nonpublic forum, except when a public meeting is being held therein pursuant to 286.011, Florida Statutes, during which time (and for the fifteen minutes before the meeting starts), it is declared to be a limited public forum.

    (2) The Administrative Offices section of County Courthouse Annex 1 is hereby designated as a nonpublic forum, except the Conference Room in the Administrative Office section of County Hall is declared to be a limited public forum when a public meeting is held therein pursuant to 286.011, Florida Statutes. The work areas and offices in the Administrative Offices section are declared to be nonpublic forums at all times.

    (3) The lobby of County Courthouse Annex 1 is hereby designated as a limited public forum, except when public meetings are held pursuant to 286.011, Florida Statutes, in either the Commission Chambers or Conference Room, during which time (and during the thirty minutes prior to the commencement of such public meeting and immediately after the conclusion of such public meeting), the lobby of the County Courthouse Annex 1 is designated as a public forum.

2. All of the interior of the County Facilities used for administrative offices is hereby designated as a nonpublic forum.

3. The reception and lobby area of administrative offices and those areas used for public meetings or otherwise routinely made available for public use by appointment are designated as a limited public forum.
4. All of the interior portions of County Owned or County Controlled property routinely used as administrative offices or not otherwise available for public use are hereby designated as nonpublic forums, except for the reception and lobby area, which is hereby designated as a limited public forum.

5. All Other Enclosed County-Owned and Controlled Property

    a. Unless otherwise designated, all other portions of the interior of enclosed County-Owned and Controlled Property, are hereby designated as "nonpublic forums.".

C. ACCESS TO ENCLOSED COUNTY-OWNED AND CONTROLLED PROPERTY

1. Public Forum. In all portions of County-Owned and Controlled Property that are designated as public forums, members of the public are permitted access during normal County business hours and may engage in First Amendment protected speech (so long as it does not disrupt or prevent County operations).

2. Limited Public Forum. In all interior portions of County-Owned and Controlled Property that are designated as limited public forums, members of the public are only permitted access during normal County business hours if they are present to engage in legitimate public business with County officers, employees or designated employees, except when otherwise restricted from doing so; provided, however, the public is permitted access to all limited public form areas when a public meeting is being held therein pursuant to 286.011, Florida Statutes

3. Nonpublic Forum. In all interior portions of County-Owned and Controlled Property that are designated as nonpublic forums, members of the public are prohibited from access without permission of, and being escorted by, a County official, employee or designated employee.

D. AUDIO/VIDEO RECORDING WITHIN ENCLOSED COUNTY-OWNED AND CONTROLLED PROPERTY

1. Public Forum: In all interior portions of County-Owned and Controlled Property at times that they are designated as public forums, it is permissible to record video and audio because there is no expectation of privacy.

2. Limited Public Forum: All persons are prohibited from recording video and/or audio within all enclosed areas of the interior of County-Owned and Controlled Property designated as limited public forums without the consent of all persons whose voice or image is being recorded, except within the County Commission Chambers and the Conference Room during times that a public meeting is being conducted pursuant to 286.011, Florida Statutes, video and/or audio recording of the public portions of the public meeting are permitted. If anyone is observed to be recording video and/or sound within areas designated as limited public forums without the consent of all persons whose voice or image is being recorded, and such person refuses to cease such activity after being advised that such activity is prohibited, such refusal shall be considered to be a disruption of the work of County government. Therefore, such person shall be deemed to no longer be present within the limited public forum on legitimate public business. The County Manager or designee may request any person who refuses to cease conducting the impermissible video and/or audio recording to immediately leave the premises. Any person who refuses to cease the impermissible video and/or audio recording, and refuses to immediately leave the premises following the request of the County Manager or designee, shall be considered as a trespasser.

3. Nonpublic Forum: All persons are prohibited from recording video and/or audio within all enclosed areas of the interior of County-Owned and Controlled Property designated as nonpublic forums without the consent of all persons whose voice or image is being recorded. If anyone is observed to be recording video and/or sound within areas designated as nonpublic forums without the consent of all persons whose voice or image is being recorded, and such person refuses to cease such activity after being advised that such activity is prohibited, such refusal shall be considered to be a disruption of the work of County government. Therefore, such person shall be deemed to no longer be present within the limited public forum on legitimate public business. The County Manager or designee may request any person who refuses to cease conducting the impermissible video and/or audio recording to immediately leave the premises. Any person who refuses to cease the impermissible video and/or audio recording, and refuses to immediately leave the premises following the request of the County Manager or designee, shall be considered as a trespasser.

4. Prohibitions under this section shall not apply to any law enforcement activities.