AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

November 6, 2025, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

Invocation provided by Scott Thomas

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Lori Friers, Hardee Help Center -** Hunger and Homelessness Awareness Month

- Motion to approve the Proclamation declaring November 1-30, 2025, as Hunger and Homelessness Awareness Month in Hardee County, Florida.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve the Clerk of the Circuit Court and Comptroller Records Disposition Documents for the destruction of Hardee County Board of County Commissioners Ex-Officio Clerk records, Hardee County Clerk of the Circuit Court records, and Hardee County Clerk of the Circuit Court judicial records as presented.

B. - Motion to ratify the submission and acceptance of the Florida City and County Management Association (FCCMA) paid internship program for fiscal year 2026 in an amount not to

exceed $10,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

C. - Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services Contract #33016 for Hardee County Fairgrounds Phase VII improvement project funding in an amount not to exceed $1,000,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

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

E. - Motion to approve the capital budget amendments as presented.

F. - Motion to approve Resolution 2026-02, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2024-2025 budget; providing for authorization and for an effective date.

G. - Motion to approve the Hardee County Sheriff's Office budget amendments as presented.

H. - Motion to approve Modification Number 2 for the Hardee County Board of County Commissioners Pioneer Park Lift Station Grant Award Agreement with the Hardee County Economic Development Authority; 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.

I. - Motion to approve Modification Number 3 for the Hardee County Board of County Commissioners Hardee Parks Infrastructure Grant Award Agreement with the Hardee County Economic Development Authority; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and the expend funds as provided for in the grant application and agreement.

8. PRESENTATIONS

A. **Marissa Alexander, 4-H Agent I** - Program Overview

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. BUSINESS AGENDA - Ordinances:

A. **Todd Miller, Community Development Director & Jorden Eisenstein, Planner I -** Ordinance 2025-07, Rezoning of 6 +/- Acres

- Motion to the first reading of Ordinance 2025-07, an Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the Hardee County Zoning Map within the unincorporated area; providing for a rezoning of approximately 6 +/- acres from multifamily residential (R-3) to farm residential (F-R) in the town center future land use category; providing for a legal description; providing for severability, and providing for an effective date.

11. BUSINESS AGENDA - Action Items:

A. **Christopher Simpron, Assistant County Manager -** Resolution 2026-01 - Award of RFQ 25-014

- Motion to approve Resolution 2026-01, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) number 25-014, professional engineering services for stream remediation and stabilization for the eight eligible sites funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program; and authorizing the County Manager or Chair to execute the agreement with the Weiler Engineering Corporation; providing for authorization; and providing for an effective date.

B. **Christopher Simpron, Assistant County Manager -** Locklar Road Maintenance Agreement

- Motion to approve the road maintenance agreement between the County and Wauchula AD 1, LLC for Locklar Road in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

C. **Christopher Simpron, Assistant County Manager -** Resolution 2026-05 - USDOT Funding Assistance for a Countywide Stormwater Infrastructure Remediation Plan

- Motion to approve Resolution 2026-05, a Resolution of the Board of County Commissioners of Hardee County, Florida, ratifying the submission of an application for United States Department of Transportation (USDOT) for the development of a stormwater infrastructure remediation plan under the rural and tribal assistance pilot program; approving and authorizing the County Manager or Chair to execute any necessary documents and authorizing acceptance and expenditure of funds in furtherance thereof; providing for authorization; and providing for an effective date.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

A. 2026 Meeting Schedule

- Motion to approve the 2026 Hardee County Board of County Commissioners meeting schedule as presented.

14. COUNTY ATTORNEY

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- November 6, 2025 - Ethics Training at 4:00 p.m. (Train Depot)
- November 11, 2025 - County Offices Closed in Observance of Veteran's Day
- November 13, 2025 - IDA Meeting at 8:30 a.m.
- November 18, 2025 - TDC Meeting at 8:30 a.m.
- November 27-28, 2028 - County Offices Closed in Observance of Thanksgiving Holiday
- December 4, 2025 - BOCC Meeting at 8:30 a.m.

17. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Lori Friers, Hardee Help Center -** Hunger and Homelessness Awareness Month
SUGGESTED ACTION:	- Motion to approve the Proclamation declaring November 1-30, 2025, as Hunger and Homelessness Awareness Month in Hardee County, Florida.

ATTACHMENTS:
Proclamation Final.docx

Hardee County
FLORIDA

PROCLAMATION
HUNGER AND HOMELESSNESS AWARENESS MONTH

WHEREAS, the week of November 16-22, 2025, is recognized as **National Hunger and Homelessness Awareness Week** and is set aside to bring awareness to those citizens experiencing hunger and/or homelessness daily; and,

WHEREAS, the purpose of this proclamation is to educate the public about food insecurity and homelessness, and to encourage support of food and homeless prevention service providers, as well as community service opportunities for businesses, civic groups, churches, and school service organizations; and,

WHEREAS, there are organizations committed to sheltering, providing support services, and supplying food to individuals and families facing homelessness in Hardee County; and,

WHEREAS, the Hardee County Board of County Commissioners recognizes that hunger and homelessness continue to be serious challenges for many individuals and families in our community.

NOW, THEREFORE, BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** hereby proclaims November 1-30, 2025, as **Hunger and Homelessness Awareness Month** in Hardee County; and

BE IT FURTHER RESOLVED, that the Hardee County Board of County Commissioners encourages all citizens to recognize that many people lack basic housing or sufficient food and need support from fellow citizens, as well as private, public, and nonprofit organizations.

ADOPTED AND PASSED, this 6th day of November in the year 2025, by the Board of County Commissioners of Hardee County, Florida.

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: November 6, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the Clerk of the Circuit Court and Comptroller Records Disposition Documents for the destruction of Hardee County Board of County Commissioners Ex-Officio Clerk records, Hardee County Clerk of the Circuit Court records, and Hardee County Clerk of the Circuit Court judicial records as presented.

SUGGESTED ACTION:

ATTACHMENTS:
Clerks Letter and Executed Records Disposition Document.pdf

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT, AND COMPTROLLER
ATTN: OTHER GOVERNMENT SERVICES (RECORDING/OFFICIAL RECORDS)
417 WEST MAIN STREET, STE 214
WAUCHULA, FL 33873
PHONE: (863) 773-4174 FAX: (863) 773-4422
WEBSITE: WWW.HARDEECLERK.COM

October 15, 2025

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

Gentlemen:

Pursuant to Section 257.36, Florida Statutes, approval has been granted by the Florida Department of State, Division of Library and Information Services, to destroy records which have met their minimum retention requirements for the Board of County Commissioners. This notice is submitted as required in Section 28.31. If you have no objections, records, as noted in the attached schedule, will be destroyed after January 1, 2026.

Thank you for your assistance in this regard.

Sincerely,

Victoria L. Rogers

Victoria L. Rogers,
Ex-Officio Clerk to the Board of County Commissioners
Hardee County, Clerk of the Circuit Court and Comptroller

RECORDS DISPOSITION DOCUMENT

NO. 20260001

PAGE 1 OF 2 PAGES

1. AGENCY NAME and ADDRESS

Hardee County Ex-Officio Clerk of the
Board of County Commissioners
417 West Main Street, STE 214
Wauchula, FL 33873

2. AGENCY CONTACT (Name and Telephone Number)

Alicia C. Albritton, Manager, Other Government Services
recording.sup@hardeeclerk.com

(863) 773 - 4174 Ext. 7225

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☑ a. Destruction ☐ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Alicia C. Albritton — Alicia C. Albritton, Manager, Other Government Services — 10/15/2025

Signature | Name and Title | Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1-SL	107	Financial Reports: Annual (Local Government)	10 FY	4/21/1921- 9/30/2015		
GS1-SL	108	Financial Reports: Annual (Local Government) (Supporting Documents)	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	422	Grant Files	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	111	Insurance Records: Agency	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	123	Minutes: Official Meetings (Supporting Documents)	2 AY	4/21/1921 - 12/31/2023		
GS1-SL	183	Payroll Records: Ledger/Trial Balance Reports	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	20	Encumbrance/Certification	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	417	BOND FINANCING ADMINISTRATIVE RECORDS	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	23	Information Request Records	1 FY	4/21/1921 - 9/30/2024		
GS1-SL	24	Employment Application Selection Records	4 CY	4/21/1921 - 12/31/2020		
GS1-SL	25	Advertisements: Legal	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	264	Electronic Funds Transfer Records	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	33	Minutes: Other Meetings (Supporting Documents)	1 AY	4/21/1921 - 12/31/2024		
GS1-SL	435	Financial Transaction Records: Detail (Cancelled Checks & Stubs)	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	436	Financial Transaction Records: Summary (Accounts Payable/Receivable Records	10 FY	4/21/1921 - 9/30/2015		
GS1-SL	422	Grant Files: Recipient	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	108	Financial Reports: Detail (Daily Documents)	5 FY	4/21/1921 - 9/30/2020		

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Russell A. Melendy, Chair,
Hardee County Board Of County Commissioners

Custodian/Records Management Liaison Officer — Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature — Date

Alicia C. Albritton, Manager, Other Government Services
Name and Title

Witness

Continuation Page

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1-SL	107	Financial Reports : Summary (Monthly/Yearly)	10 FY	4/21/1921 - 9/30/2015		
GS1-SL	380	Annual Reports to the Board of County Commissioners	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	4	MINUTES: Official Meetings (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)	2 CY	4/21/1921 - 12/31/2023		
GS1-SL	40	Inventory: Agency Property	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	41	Property Transfer Records	1 FY	4/21/1921 - 9/30/2024		
GS1-SL	42	Purchasing Records Copies	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	47	Mail: Registered and Certified (Returned)	1 FY	4/21/1921 - 9/30/2024		
GS1-SL	50	Automated Accounting System Reports	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	56	Audits: Independent (F.S. 11.45)	10 FY	4/21/1921 - 9/30/2015		
GS1-SL	85	Bank Statement: Reconciliation	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	88	Budget Records: Supporting Documents	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	97	Vendors Files	3 FY	4/21/1921 - 9/30/2022		

RECORDS DISPOSITION DOCUMENT

NO. 20260001

1. AGENCY NAME and ADDRESS

Hardee County Clerk of the Circuit Court
417 West Main Street, STE 214
Wauchula, FL 33873

2. AGENCY CONTACT (Name and Telephone Number)

Alicia C. Albritton, Manager, Other Government Services
recording.sup@hardeeclerk.com

(863) 773 - 4174 Ext. 7225

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Alicia C. Albritton — Alicia C. Albritton, Manager, Other Government Services — 10/15/2025

Signature | Name and Title | Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1-SL	25	ADVERTISEMENTS: LEGAL	5 FY	4/21/1921- 9/30/2020		
GS1-SL	380	Annual Reports to the Board of County Commissioners	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	57	AUDITS: SUPPORTING DOCUMENTS	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	56	AUDITS: INDEPENDENT	10 FY	4/21/1921 - 9/30/2015		
GS1-SL	73	AUDITS: INTERNAL	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	17	Correspondence	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	42	Purchasing Records	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	85	Bank Statement: Reconciliations	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	116	Attendance and Leave Records	3 FY	4/21/1921 - 9/30/2022		
GS1-SL	435	Financial Transaction Records: Detail (Cancelled Checks & Stubs)	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	436	Financial Transaction Records: Summary (Accounts Payable/Receivable Records)	10 FY	4/21/1921 - 9/30/2015		
GS1-SL	108	Financial Reports: Details (Daily Documents)	5 FY	4/21/1921 - 9/30/2020		
GS1-SL	107	Financial Reports: Summary (Monthly/Yearly)	10 FY	4/21/1921 - 9/30/2015		
GS11	92	DOCUMENTARY STAMP RECORDS	5 FY	4/21/1921 - 9/30/2020		
GS11	43	Intangible Tax Reports	5 FY	4/21/1921 - 9/30/2020		
GS11	59	Passport Records	3 FY	4/21/1921 - 9/30/2022		
GS11	72	Wills: Safekeeping	20 FY	4/21/1921 - 9/30/2005		

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Custodian/Records Management Liaison Officer — Date

Alicia C. Albritton, Manager, Other Government Services

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature — Date

Alicia C. Albritton, Manager, Other Government Services
Name and Title

Witness

Continuation Page

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS11	11	HOME SOLICITATION PERMITTING RECORDS	5 FY	4/21/1921 - 9/30/2020		
GS11	3	MARRIAGE RECORDS/APPLICATIONS: NO LICENSE RETURNED/LICENSE EXPIRED	5 FY	4/21/1921 - 9/30/2020		
GS11	42	MARRIAGE RECORDS: SUPPLEMENTAL DOCUMENTATION	1 FY	4/21/1921 - 12/31/2024		
GS11	92	DOCUMENTARY STAMP RECORDS	5 FY	4/21/1921 - 9/30/2020		
GS11	59	PASSPORT RECORDS: DAILY	5 FY	4/21/1921 - 9/30/2020		
GS11	71	REGISTRATIONS: BAIL BOND AGENTS	1 AY	4/21/1921 - 12/31/2024		
GS11	4	TAX CERTIFICATE REDEMPTION	1 AY	4/21/1921 - 12/31/2024		
GS11	74	TAX SALE RECORDS	4 AY	4/21/1921 - 9/30/2020		
GS11	91	VALUE ADJUSTMENT BOARD FILES: APPEAL FILED	5 AY	4/21/1921 - 9/30/2020		
GS11	16	VALUE ADJUSTMENT BOARD FILES: NO APPEAL FILED	4 AY	4/21/1921 - 9/30/2021		

RECORDS DISPOSITION DOCUMENT

NO. 20260001

PAGE 1 OF 1 PAGES

1. **AGENCY NAME and ADDRESS**
Judicial Records
Hardee County Clerk of Courts
417 West Main Street, STE 214
Wauchula, FL 33873

2. **AGENCY CONTACT (Name and Telephone Number)**
Alicia C. Albritton, Manager, Other Government Services
recording.sup@hardeeclerk.com
(863) 773 - 4174 Ext. 7225

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Alicia C. Albritton — Alicia C. Albritton, Manager, Other Government Services — 10/15/2025

Signature — Name and Title — Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
FRJA 2.430	A	Parking Tickets & Non-Criminial Infractions	60 Days	4/21/1921 - 11/01/2025		
FRJA 2.430	B	Proceedings under the Small Claims Rules & Medical Mediation	2 Yr	4/21/1921 - 9/30/2023		
FRJA 2.430	C	Non-Criminal Ordinance Violations, Civil Litigation County Court, & Civil Proceedings Except for Divorce	5 Yr	4/21/1921 - 9/30/2020		
FRJA 2.430	D	Probate, Guardianship, and Mental Health	10 Yr	4/21/1921 - 9/30/2015		
FRJA 2.430	E	Felony and Misdemeanor Cases in which no Information or Indictment was Filed or in which all Charges were Dismissed, Nolle Prosequi, Not Guilty	10 Yr	4/21/1921 - 9/30/2015		
FRJA 2.430	F	Juvenile Proceedings containing an Order Permanently Depriving a Parent of Custody of a Child, and Adoptions, and all Felony and Misdemeanor Cases not previously destroyed	75 Yr	4/21/1921 - 9/30/1950		
FRJA 2.430	G	Juvenile Proceedings not otherwise provided for in this subdivision shall be kept for 5 years after the last entry or until the child reaches the age of majority, whichever is later	5 Yr	4/21/1921 - 9/30/2020		
FRJA 2.430	H	Marriage Dissolutions - 10 years from the last record activity	10 Yr	4/21/1921 - 9/30/2015		
FRJA Appendix		Jury Records	2 Yr	4/21/1921 - 9/30/2023		
FRJA Appendix		Civil Actions	5 Yr	4/21/1921 - 9/30/2020		
FRJA Appendix		Transmittals	5 Yr	4/21/1921 - 9/30/2020		
FRJA Appendix		Non-Criminal Exhibits	90 Days	4/21/1921 - 10/01/2024		
FRJA Appendix		Monthly Distribution of Fines	3 FY	4/21/1921 - 9/30/2022		
FRJA Appendix		CHILD SUPPORT/ALIMONY: DETAIL	5 FY	4/21/1921 - 9/30/2020		
FRJA Appendix		CHILD SUPPORT/ALIMONY: SUMMARY	10 FY	4/21/1921 - 9/30/2015		
FRJA Appendix		COURT REPORTS	3 Yr	4/21/1921 - 9/30/2022		
FRJA Appendix		JURY RECORDS	2 Yr	4/21/1921 - 9/30/2023		

6. **DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer — Date

Alicia C. Albritton, Manager, Other Government Services

7. **DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Signature — Date

Alicia C. Albritton, Manager, Other Government Services
Name and Title

Witness

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the Florida City and County Management Association (FCCMA) paid internship program for fiscal year 2026 in an amount not to exceed $10,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Grant Management-internship memo.pdf
Intership application.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: FCCMA 2026 Internship – Government Application

Date: 11/6/2025

The Hardee County Grants Management department has submitted an application on behalf of the Hardee County BOCC to the Florida City and County Management Association for a paid internship for fiscal year 2026 funding.

The total amount requested is not to exceed $10,000, with $0 Cash match required.

If awarded, this internship will be utilized to work with the Administration Department on strategic initiatives that promote transparency, operational efficiency, and community engagement.

Staff requests ratification for submitting the application.

FCCMA 2026 Internship - Government Application

Thank you for filling out the form. Your response has been recorded.

I acknowledge and confirm that my organization does not have an existing, formalized paid internship program.
Yes

Have you previously received an FCCMA internship stipend?
No

Government Contact Information

Entity Name

Hardee County BoCC

Applicant Name

Douglas Baber

Title

Assistant County Manager

Department

Administration

Address

412 W. Orange Street, Rm 201, Wauchula, Florida 33873

Phone

(863) 773-6349

Email

doug.baber@hardeecountyfl.gov

Government Demographics

Population

25,500

Number of FTE's

195

Form of Government

Local

Department Sponsoring Internship

Administration

Workplan Summary

The intern will work closely with the Administration Department on strategic initiatives that promote transparency, operational efficiency, and community engagement. Responsibilities will include assisting with grant research and coordination, supporting budget development and financial reporting, contributing to policy analysis and strategic planning, and enhancing public communication through social media, website updates, and outreach events. The intern will also gain exposure to multiple departments—including Finance, Human Resources, and Community Development—offering a comprehensive understanding of local government operations and preparing them for a future in public service.

Departments Involved in Workplan

Grants, Management and Budget.

Indicate a minimum of two mentors that have expressed committment to supporting the itern:

Terry Atchley and Dough Baber

Workplan Local Government Focus Areas:

Municipal Management	Public Policy Analysis	Urban Planning, Housing & Community Development
Municipal Finance & Budgeting	Human Resources	Economic Development

By submitting this application, you certify that all information provided is accurate and complete to the best of your knowledge. You also consent to the use of this information to evaluate your application for the FCCMA Next Generation Host internship program. If selected you will support the participation of your selected intern at the FCCMA Annual Conference.

Signature

Douglas Baber, RMA-CM (C

Date

10/8/2025

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services Contract #33016 for Hardee County Fairgrounds Phase VII improvement project funding in an amount not to exceed $1,000,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Signed agreement.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Contract #33016 Phase VII Improvements project

Date: November 6, 2025

The Hardee County Grants Management Department has received a grant agreement on behalf of the Hardee County Board of County Commissioners (BOCC) from the Florida Department of Agriculture and Consumer Services for the Phase VII Improvements Project, funded for Fiscal Year 2026.

The total amount awarded is not exceed $1,000,000, with no cash match required.

Funds will be utilized to conduct capital improvements at the Hardee County Fairgrounds as part of the Phase VII Improvements Project.

Staff recommends ratification.

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

Florida Department of Agriculture and Consumer Services
Division of Administration
Bureau of General Services

WILTON SIMPSON
COMMISSIONER

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This Agreement made and entered into on 10/14/2025, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Department, and HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, the Recipient.

ARTICLE 1: TERM

1.1 Contract Period: July 1, 2025, through June 30, 2028 ("Term").

1.2 Extension and Renewal.

1.2.1 Extension of a contract shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Recipient.

1.2.2 Contracts may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal costs may not be charged by the Recipient.

ARTICLE 2: SERVICES

2.1 Scope of Work. The Recipient agrees to perform the following tasks: Conduct capital improvements at the Hardee County Fairgrounds (Phase VII Improvements Project) as outlined in Exhibit A, hereby incorporated, and attached hereto.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72000000.

2.3 Deliverables. The Recipient must provide the following quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Required deliverables include receipt of copies of the executed architect/engineer and construction contracts; receipt of a current Percentage of Completion Spreadsheet utilizing the form shown as Exhibit D, with each invoice requesting reimbursement accompanied by documentation substantiating the reimbursement amount and validated by current Quarterly Expenditure Projections for State Financial Assistance Contracts and Quarterly Status Reports for State Financial Assistance Contracts, utilizing the forms shown as Exhibits B and C,

respectively; and, upon project completion, receipt of certification that the portion of the project funded by this Agreement is complete and lien-free.

2.4 Reports. The Quarterly Expenditure Projections for State Financial Assistance Contracts (Exhibit B) and the Quarterly Status Report for State Financial Assistance Contracts (Exhibit C) are due on the 15th of the month following each calendar quarter throughout the life of this contract. If a due date falls on a weekend or state holiday, reports are due the following business day. Calendar quarters are as outlined below.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
July 1 – September 30	October 1 – December 31	January 1 – March 31	April 1 – June 30

2.5 Financial Consequences. Failure to meet the deliverables of this Agreement shall result in a financial consequence. The Recipient shall perform all deliverables within the time frame established in this Agreement. Invoices received for services as stipulated in the scope of work without proper supporting documentation and without the required contract deliverables will result in a payment of $0 until satisfactory documentation is accepted and approved by the Department.

2.6 Department Services. The Department agrees to provide the following services: Consultation to the Recipient as requested.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 As appropriated in Line 1421C of the General Appropriations Act for the 2025-2026 State fiscal year, the Department will pay the Recipient an amount not to exceed **$1,000,000.00**, the Assistance funds, as follows: (1) up to three (3) months of foreseeable expenses may be paid in advance upon written request from the Recipient at time of execution of this Agreement; (2) documentation for services provided using advance payment must be received prior to submission of the next invoice; and (3) the remaining amount will be paid in arrears upon receipt of detailed invoices outlining services provided.

3.1.1 The Recipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.

3.1.2 The balance of unobligated funds which has been advanced or paid must be refunded to the Department.

3.1.3 Funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.

3.3 Invoices. Bills for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received,

inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted as complete by the Department. Invoices determined to be incomplete will be returned to the Recipient within five (5) working days of submission to the Department.

3.3.3 Invoices returned by the Department to the Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

3.4 MyFloridaMarketPlace. The Recipient shall register with MyFloridaMarketPlace and comply with any requirements thereto.

3.5 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the Department and Recipient shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), F.S., the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Recipient nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," the Recipient shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Recipient to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Recipient pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Recipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.2 The Recipient shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.3 The Recipient shall comply with Section 20.055, F.S.

5.4 The Recipient represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Recipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that Recipient meets the definition of “Contractor” under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida’s Public Records Law. Recipient must:

6.1.1 Keep and maintain public records required by the Department to perform the service.

6.1.2 Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Recipient does not transfer the records to the Department.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion or termination of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion or termination of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public

records, in a format that is compatible with the information technology systems of the Department.

6.2 The Department shall have the right of unilateral cancellation for refusal by the Recipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The Department may terminate this Agreement in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the Recipient, specifying the effective date of termination.

7.2 For Cause. The Department may terminate this Agreement for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the Recipient was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Article 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the Recipient to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Recipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the Recipient; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

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7.3 Obligations of parties upon termination.

7.3.1 The Department shall pay and/or reimburse the Recipient for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the Department. Upon the effective date of termination, the Department shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The Recipient shall:

7.3.2.1 Stop all work, make no further changes to completed work, and place no further orders related to this Agreement, except that which may be needed to wind-down the contract or may be directed by the Department during the notice period.

7.3.2.2 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3 Take actions necessary, or that the Department may direct, for the protection and preservation of the work produced under this Agreement.

7.3.2.4 Return and deliver to the Department its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5 Disclose, transfer, and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.

7.3.2.6 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

7.4.1 Upon occurrence of a force majeure event, the nonperforming party shall promptly notify the other party of occurrence of that force majeure event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the above, the Recipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default, or breach of this Agreement by the Recipient.

ARTICLE 8: FINANCIAL MATTERS

8.1 The Recipient is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

8.2 The Recipient, as applicable, shall carry out the services outlined in Article 2 of this Agreement in accordance with and subject to requirements of Section 215.97, F.S.

8.3 In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, F.S., shall be performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the Recipient from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the Department, the Chief Financial Officer, or the Auditor General.

8.6 If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however the Recipient elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from Recipient's resources other than that which is obtained from the Department.

8.7 The Department shall provide to the Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.

8.8 The Department shall have access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, access to such records upon request.

8.9 Section 215.97, F.S., does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 The Recipient shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Department of Agriculture and Consumer Services

Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

8.13 The Recipient shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The Recipient agrees that this Agreement may be charged only with allowable costs resulting from obligations incurred during the term of this Agreement.

8.15 The Recipient agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

8.16 Any funds paid in excess of the amount to which the Recipient is entitled under this Agreement must be refunded to the Department.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The Recipient, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the Department.

9.1.1 The Recipient shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage

to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agent, employees, partners, or subcontractors, provided, however that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

9.2.1 The Recipient's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Recipient, its agents, servants, and employees, nor shall the Recipient disclaim its own negligence to the Department or any third party.

9.3.1 The Recipient shall maintain, during the period of this Agreement, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.

9.5 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire Agreement of the parties. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

9.6 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.7 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

9.9 Compliance. The Recipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.

9.10 Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Articles 4.5, 6.1, and 9.2 and Article 8 will survive the termination of this Agreement.

9.11 This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

9.12 The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.13 Administration of Agreement.

The contract manager for the Department is Niravkumar Patel and is located at 5750 Major Blvd., Suite 100, Orlando, Florida 32819; email address: Niravkumar.patel@FDACS.gov; telephone number: (352)756-7887.

The contract manager for the Recipient is Janet Gilliard and is located at 770 Rec Complex Drive, Wauchula, Florida 33873; email address: janetgilliard2002@gmail.com; telephone number: (863)781-2254.

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.14 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Article 9.13.

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the Recipient pursuant to this Agreement and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance: Agriculture Education and Promotion Facility, CSFA 42.047, **$1,000,000.00**.

If state resources awarded to the Recipient are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance: (title and number).

10.2 Inspection and Reporting Requirements. Upon request, the Recipient shall comply with Section 216.1366, F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Recipient is a non-profit organizations as defined in Section 215.97(2)(m), F.S., then the Recipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Recipient, and (2) allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Recipient. The documentation must indicate the amounts and receipts of remuneration.

10.3 The Recipient is classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore, the Recipient is required to complete and return the Total Compensation Paid to Non-

Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366(3), F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in accordance with Article 3.3. If the non-profit Recipient maintains a website, the Recipient must post the information required by Section 216.1366(3), F.S., on its website.

10.4 Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Article 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The Recipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.3 Recipient understands and agrees that it must provide Department of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 Recipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7 of this Agreement.

11.5 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

ARTICLE 12: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Department no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Department's contract manager and reference the contract number in the subject line.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	Recipient
Joey B. Hicks	Terry Atchley
Signature	Signature
Director, Division of Administration	County Manager
Title	Title
10/9/2025	10/14/2025
Date	Date

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

EXHIBIT A

Florida Department of Agriculture and Consumer Services
Division of Administration

RECIPIENT INFORMATION FOR
STATE FINANCIAL ASSISTANCE CONTRACTS

WILTON SIMPSON
COMMISSIONER

Name of Organization (County, Fair Association, etc.):
Hardee County BoCC

Mailing Address: 412 West Orange Street, Room 201

City, State, Zip Code: Wauchula, FL 33873

FEID #: 59-6000632

Name of Agent: Lorie Ayers

Agent's Address (if different from address given above):
412 West Orange Street, Room 201

Wauchula, FL 33873

Agent's Office Phone: (863) 773-6349 Cell Phone: (863) 444-6940

Agent's Email Address: lorie.ayers@hardeecountyfl.gov

Appropriation Eligible Costs: (List all major applicable appropriation project cost items in the space provided below. Use additional pages if required.)

- Expansion of Rabbit/Poultry barns – addition of two bays
- Expansion of "Show Barn"
- Acquire Engineering drawings and construct extensions for covered walkways from Fair Entrance to front porch. Addition of covered walkway to poultry and rabbit barn.
- Installation of Fans lighting and associated electrical for new poultry and rabbit bays and "Show Barn" expansions.
- Drainage improvements within the project area to alleviate potential flooding.
- Install electrical improvements to existing large fans.
- Install Internet upgrades for better service coverage to facilities
- Improve road conditions along northern portion of fairgrounds (east-west) and connect roadway from Hardee park(north) to Fairgrounds(south).

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

EXHIBIT B



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

QUARTERLY EXPENDITURE PROJECTIONS FOR STATE FINANCIAL ASSISTANCE CONTRACTS

RECIPIENT	COUNTY	CONTRACT #

CONTACT INFORMATION	
Agent:	
Address:	
Phone:	
Email:	

AMOUNT OF STATE FINANCIAL ASSISTANCE:	

ANTICIPATED FUNDING NEEDS	
Paid to Date	
TOTAL	$ 0.00

Signature:	
Print Name:	
Title:	
Date:	

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

EXHIBIT C

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

QUARTERLY STATUS REPORT FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Status Report	
Project Name:	
Contract Manager:	
Contract Number(s):	
Reporting Period:	2nd Quarter of 2024, April 1 - June 30, 2024

Project Key Parameters		
	Status	Comments (If At-risk or Off-track are selected a comment is required.)
Schedule	-	
Quality	-	
Scope	-	
Budget	-	

Milestones			
Milestone	Baseline Date	Latest Forecast	Actual Date

Summary of Status

Recipient Contract Manager Signature — Date

FDACS Contract Manager Signature — Date

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

Docusign Envelope ID: D418658E-9E29-4D28-A39F-E9011A4FA958

WILTON SIMPSON
COMMISSIONER

EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

PERCENTAGE OF COMPLETION SPREADSHEET FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: _____

Agency: _____

Contract Number: _____

Countract Amount: _____

Date Submitted: _____

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -

Docusign Envelope ID: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F

Docusign Envelope ID: D418658E-9E29-4D28-A39F-E9011A4FA958

WILTON SIMPSON
COMMISSIONER

EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

PERCENTAGE OF COMPLETION SPREADSHEET FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: ABC Fairground Renovation
Agency: ABC County Board of County Commissioners
Contract Number: 23456
Countract Amount: $1,980,000.00
Date Submitted: 7/15/2024

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
Fixtures	$ 500,000.00	$ 241,396.16		$ 241,396.16	48%	$ 258,603.84
Supplies	$ 68,000.00	$ 1,235.25	$ 21,043.72	$ 22,278.97	33%	$ 45,721.03
Construction	$ 1,272,000.00	$ 575,940.72	$ 161,649.13	$ 737,589.85	58%	$ 534,410.15
Design/Engineering	$ 100,000.00	$ 51,775.00	$ 5,500.00	$ 57,275.00	57%	$ 42,725.00
Equipment Rental	$ 24,000.00	$ 11,999.80	$ 6,481.00	$ 18,480.80	77%	$ 5,519.20
Landscaping/Signage	$ 16,000.00			$ -	0%	$ 16,000.00
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
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				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
Total	$ 1,980,000.00	$ 882,346.93	$ 194,673.85	$ 1,077,020.78	54%	$ 902,979.22

SAMPLE

Certificate Of Completion

Envelope Id: 1F2FC4AB-3F26-40B2-879D-CEABC1B7730F
Status: Completed
Subject: *Revised-Please DocuSign: FDACS CONTRACT# 33016 HARDEE COUNTY BOCC
Source Envelope:
Document Pages: 17
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 164.51.45.242

Record Tracking

Status: Original
October 14, 2025 | 15:10
Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Florida Department of Agriculture and Consumer Services
Location: Docusign

Signer Events	Signature	Timestamp
Terry Atchley Terry.atchley@hardeecountyfl.gov County Manager Hardee BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.29.166.118	Sent: October 14, 2025 | 15:16 Viewed: October 14, 2025 | 15:34 Signed: October 14, 2025 | 15:36
Electronic Record and Signature Disclosure: Accepted: October 14, 2025 | 15:34 ID: f2d1f3a5-ea80-491f-b4dc-6a045fc31314		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Niravkumar Patel niravkumar.patel@fdacs.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: October 14, 2025 | 15:16
Electronic Record and Signature Disclosure: Not Offered via Docusign		
JANET GILLIARD JANETGILLIARD2002@GMAIL.COM Security Level: Email, Account Authentication (None)	COPIED	Sent: October 14, 2025 | 15:16
Electronic Record and Signature Disclosure: Accepted: August 1, 2021 | 10:37 ID: 50d4b4c0-0b10-46d5-b2eb-f55a151ef441		

Carbon Copy Events	Status	Timestamp
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665	COPIED	Sent: October 14, 2025 | 15:36 Viewed: October 14, 2025 | 15:37

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	October 14, 2025 | 15:16
Certified Delivered	Security Checked	October 14, 2025 | 15:34
Signing Complete	Security Checked	October 14, 2025 | 15:36
Completed	Security Checked	October 14, 2025 | 15:36

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Lindsey Barwick, Clerk of Courts
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the fixed asset transfers and disposals as presented.

SUGGESTED ACTION:

ATTACHMENTS:
04-06-136 LANIER COPIER HCPA.pdf

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
417 WEST MAIN STREET, SUITE 202
WAUCHULA, FL 33873
PHONE : (863) 773-4174 WEBSITE
: WWW.HARDEECLERK.COM

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Lindsey Barwick, Fixed Assets/Property Control c/o Clerk of Courts
Email: lbarwick@hardeeclerk.com, Phone: 863 773-4174 ext. 7228 Fax: 863 773-4422

Attn: Lindsey Barwick **Subject:** Transfer/Disposition of Fixed Assets/Equipment.

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

	PRC #	Description	Condition **
1	04-06-B6	Copier Lanier	poor
2			
3			
4			
6			
7			
8			
10		Copier was disposed on May 1, 2025 and taken to the	
11		Landfill. No photo for this item. NM	
12			
13			
14			
15			
16			

Transfer ___ Surplus ___ Parts ___ Lost/Stolen ___ Disposal to Landfill ✓ Auction ___

Other _____

From: Kelly L Sanford (Department) (Department Head) Date 10 /20 /2025

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

Custody Accepted: _____ Date ___/___/20___

** Please choose one of the choices below for the condition of the property:
Excellent = Perfect condition **Good** = Slightly used in good condition **Fair** = Old but still usable **Poor** = Old, not usable

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

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: November 6, 2025

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

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

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amend 11.06.25.pdf
Cap amend 11.06.25.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: October 28, 2025

You have one capital amendment before you this morning. This amendment is a true up for the EDA - Hardee Parks WiFi grant balance that will carry into the FY26 budget. We did more work in FY25 than we anticipated, therefore, we are reducing the grant balance and the associated capital expense line in FY26 by $81,428,59. The balance to spend in FY26 is $43,571.41.

Staff recommends approval of this amendment.

CAPITAL BUDGET AMENDMENTS
2025-2026

November 6, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-337-700-05	EDA Hardee Parks WiFi	125,000.00	125,000.00		81,428.59	43,571.41	Grant balance true up into FY26 for EDA Parks WiFI grant Grant #24-23-02
135-572-063-05	EDA Hardee Parks WiFi	125,000.00	125,000.00		81,428.59	43,571.41	

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Resolution 2026-02, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2024-2025 budget; providing for authorization and for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo for Reso 2026-02.pdf
Annual Amendments Res 2026-02.docx
Annual Amendments FY25v2.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: FY25 Amendments to the Budget

Date: October 30, 2025

Florida Statutes authorizes adjustments for line-item transfers and budget amendments throughout the fiscal year. The attached Exhibit "A" is a list of all amendments and line-item transfers for Fiscal Year 2025.

Amendments increase or decrease the budget and are highlighted in peach. These items were approved by the board previously. Any adjustments made from a contingency fund are highlighted in yellow. These items were approved by the board previously. The remainder of the list are line-item transfers. These line-item transfers did not affect the total of the budget. The county manger or his designee is authorized to approve line-item transfers through out the year.

HARDEE COUNTY
RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR AUTHORIZATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2024, the Hardee County (the "County") Board of County Commissioners (the "BOCC") adopted the Budget for Fiscal Year 2024-2025 at a duly noticed public hearing; and

WHEREAS, Sections 129.06(2)(a) and 129.01(2)(b), Florida Statutes, authorizes adjustments for line-item over/under expenditures and appropriations from the reserves for contingency to be made for any lawful purpose upon approval of the BOCC; and

WHEREAS, Resolution No. 00-31 authorizes the County Budget Officer to make necessary intra-departmental budget amendments, as necessary; and

WHEREAS, in order to ensure a balanced budget, it is necessary to make the reserve and expenditure adjustments as provided in the attached amendment forms (Exhibit "A"); and

WHEREAS, the proposed amendments provided for in Exhibit "A" are needed to meet Florida law; and

WHEREAS, the BOCC finds approval and adoption of the Budget Amendments (Exhibit "A") is in the best interest of the County.

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

SECTION 1. The foregoing recitals are hereby adopted and incorporated by reference as part of this Resolution.

SECTION 2. The Budget Amendments provided for in Exhibit "A" are hereby approved and adopted.

SECTION 3. The Chairperson and County Manager or designee are directed to take any and all action necessary to accomplish the Budget Amendment (Exhibit "A") and purposes of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 6th day of November, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Chair

ATTEST:

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

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

2024-2025 1st Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-01	10/7/2024	Disaster	111-331-000-00	Federal Grants	$ 750,000.00		105251
			111-334-000-00	State Grants	$ 250,000.00		
			111-525-531-00	Milton Debris	$ 750,000.00		
			111-525-531-01	Milton Professional Services	$ 40,000.00		
			111-525-552-00	Milton Preventive Services	$ 40,000.00		
			111-525-546-00	Milton Repair and Maintenance	$ 40,000.00		
			111-525-552-00	Milton Operating Supplies	$ 50,000.00		
			111-525-562-00	Milton Buildings	$ 40,000.00		
			111-525-564-00	Milton Equipment	$ 40,000.00		
25-02	10/15/2024	Building	001-524-064-0	Building - Machinery/Equipment	$ 2,671.00		105337
			001-524-031-0	Building - Professional Services		$ 2,671.00	
25-03	10/16/2024	County Extension	001-537-264-0	CO Extension - Machinery/Equipment	$ 4,080.00		105351
			001-537-252-0	CO Extension - Operating		$ 4,080.00	
25-04	9/30/2024	Wauchula Hills	402-533-154-0	WH Water - Books/Dues/Sub	$ 71.00		105362
			402-533-163-0	WH Water - Infrastructure		$ 71.00	
25-05	10/21/2024	Solid Waste	403-534-044-0	SW - Rental/Leases	$ 25,000.00		105433
			403-534-031-0	SW - Professional Services		$ 25,000.00	
25-06	10/22/24	Solid Waste	403-534-044-0	SW - Rental/Leases	$ 9,778.00		105434
			403-534-031-0	SW - Professional Services		$ 9,778.00	
25-07	10/22/24	Human Resources	001-513-334-0	HR - Other Contractual Services	$ 26.00		105443
			001-513-352-0	HR - Operating		$ 26.00	
25-08	11/04/24	Mining	109-519-664-00	Machinery/Equipment	$ 3,000.00		106544
			109-519-631-01	Prof Services - Non-Reimburseable		$ 3,000.00	

2024-2025 1st Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-09	11/05/24	Disaster	111-331-000-00	Federal Grants	$ 3,072,312.00		105724
			111-525-531-00	Milton Debris	$ 3,020,000.00		
			111-525-534-00	Milton - Other Contractual Services	$ 52,312.00		
25-10	11/13/24	Transportation Trust	102-541-064-0	TT - Machinery/Equipment	$ 21,049.00		105869
			102-541-046-0	TT - Repair/Maintenance		$ 21,049.00	
25-11	11/15/24	Purchasing	001-513-542-0	Purchasing - Frieght & Postage	$ 100.00		105921
			001-513-552-0	Purchasing - Operating		$ 100.00	
25-12	11/19/24	Grants Management	402-337-300-04	EDA Grant Phase 5&6 19-15-08	$ 185,408.00		106009
			402-533-263-09	EDA Grant Phase 5&6 19-15-08	$ 185,408.00		
25-13	11/19/24	Wauchula Hills	402-399-000-7	Cash Forward Restricted to Capital	$ 164,870.00		106014
			402-533-263-1	WH W CP Torrey Trails W Exp	$ 54,526.00		
			402-535-263-1	WH WW CP Torrey Trails WW Exp	$ 110,344.00		
25-14	11/19/24	Sheriffs Office	135-334-200-06	FDLE-Sheriff Office New Building	$ 1,369,900.00		106015
			135-521-331-00	SO New Bldg - Professional Services	$ 32,558.00		
			135-521-361-00	SO Land	$ 1,337,342.00		
25-15	11/21/24	General Fund	001-519-281-0	COW - CRA	$ 19,694.00		106054
			001-519-281-01	BG - CRA		$ 19,694.00	
25-16	12/03/24	Disaster	111-525-534-00	Milton - Other Contractual Services	$ 20,000.00		106196
			111-525-531-00	Milton Debris		$ 20,000.00	
25-17	12/03/24	Parks & Recreation	001-572-248-0	Parks & Rec - Promotional	$ 3,151.00		106918

2024-2025 1st Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-572-246-0	Parks & Rec - Repair/Maintenance		$ 3,151.00	
25-18	12/03/24	Resthaven	001-564-243-0	Resthaven Utilities	$ 1,300.00		106201
			001-572-543-0	PP - Utilities		$ 1,300.00	
25-19	12/03/24	Transportation Trust	102-541-031-0	TT - Professional Services	$ 25,000.00		106229
			102-541-011-0	TT - Executive Salaries		$ 25,000.00	
25-20	12/09/24	General Fund	001-519-281-0	COW CRA	$ 13,783.00		106300
			001-523-031-1	Medical Care of Inmates		$ 13,783.00	
25-21	12/10/24	Purchasing	001-513-542-0	Purchasing - Freight & Postage	$ 100.00		106318
			001-513-552-0	Purchasing - Operating		$ 100.00	
25-22	12/12/24	Human Resources	001-513-344-0	HR - Rentals/Leasing	$ 1,000.00		106398
			001-513-352-0	HR - Operating		$ 1,000.00	
25-23	12/17/24	Parks & Recreation	001-513-344-0	HR - Rentals/Leases	$ 302.00		106469
			001-572-244-0	Parks & Rec - Rental/Leases		$ 302.00	
25-24	12/18/24	Transportation Trust	102-541-064-0	TT - Machinery/Equipment	$ 20,100.00		106477
			102-541-053-0	TT - Road Materials/Supplies		$ 20,100.00	
25-25	12/19/24	General Fund	001-519-281-01	Bowling Green CRA	$ 12,683.00		106502
			001-523-031-1	Inmate Billing		$ 12,683.00	
25-26	12/19/24	Grants Management	135-554-041-0	SHIP - Communications	$ 650.00		106525
			135-554-054-0	SHIP - Books, Dues & Subscriptions		$ 650.00	
25-27	12/27/24	General Fund Purchasing	001-513-531-0	Purchasing Professional Svcs	$ 38,000.00		106608

2024-2025 1st Quarter Budget Amendments

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-519-245-0	Misc Insurance		$ 38,000.00	
25-28	12/30/24	Grants Management	135-334-620-00	HC Mosquito Control Program	$ 27,745.12		106628
			135-562-034-00	MCP Health Dept - Contractual Services	$ 27,745.12		
25-29	12/30/24	Resthaven	001-564-243-0	Resthaven Utilities	$ 653.00		106630
			001-572-652-0	Museum- Operating Supplies		$ 653.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-30	01/02/25	Public Defender	103-713-244-00	Public Defender ITS- Rental/Leases	$ 400.00		106679
			103-713-246-00	Public Defender ITS Repair/Maintenance		$ 400.00	
25-31	01/08/25	Wildlife Refuge	001-572-349-0	Other Current Charges	$ 172.00		106759
			001-572-352-0	Operating Supplies		$ 172.00	
25-32	01/08/25	Purchasing	001-513-552-0	Operating Supplies	$ 800.00		106762
			001-513-541-0	Communications		$ 200.00	
			001-513-543-0	Utilities		$ 600.00	
25-33	01/09/25	Mining	109-519-664-00	Machinery/Equipment	$ 3,000.00		106804
			109-519-631-01	Professional Services - Non-reimburseable		$ 3,000.00	
25-34	01/09/25	Grants Management	135-521-200-00	LESA Grant Transfer to Sheriff	$ 270,945.00		106805
			135-521-000-00	Sheriff Allocation		$ 270,945.00	
25-35	1/14/2025	Facilities	001-519-442-0	Freight & Postage	$ 1,000.00		106875
			001-519-446-0	Repairs/Maintenance		$ 1,000.00	
25-36	1/14/2025	OMB	001-513-752-0	Operating	$ 2,229.00		106880
			001-513-764-0	Machinery/Equipment	$ 1,771.00		
			001-519-249-0	Legislative Assistance		$ 4,000.00	
25-37	1/14/2025	Purchasing	001-513-552-0	Operating	$ 3,000.00		106883
			001-513-564-0	Machinery/Equipment		$ 3,000.00	
25-38	1/17/2025	Indigent Healthcare	113-399-000-1	Indigent HC - Cash Forward	$ 34.00		106959
			113-562-049-0	Indigent HC - Other Current Charges	$ 34.00		
25-39	1/17/2025	Grants Management	102-337-700-0	EDA Roadway Pavement Management		$ 52,350.00	106960

2024-2025 2nd Quarter Budget Amendments

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			102-541-363-32	EDA Roadway Pavement Management		$ 52,350.00	
25-40	1/17/2025	Grants Managememt	102-337-700-1	EDA - Public Works Admin Building	$ 56,092.40		106961
			102-541-062-0	EDA - Public Works Admin Bldg Capital	$ 56,092.40		
25-41	1/17/2025	Grants Management	135-337-700-03	EDA PP Lift Station Grant	$ 1,944.88		106962
			135-572-063-04	EDA PP Lift Station Capital Exp	$ 1,944.88		
25-42	1/17/2025	General Fund	001-399-000-1	Cash Forward	$ 1,816,588.00		106963
			001-513-531-0	Purchasing - Professional Services	$ 38,000.00		
			001-523-064-0	Detention Facility Equipment	$ 120,000.00		
			001-564-243-0	Resthaven Utilities	$ 12,600.00		
			001-513-355-0	HR Training	$ 1,200.00		
			001-519-431-0	Facilities - Professional Services	$ 6,161.00		
			001-519-434-0	Facilities - Other Contractual Services	$ 33,396.00		
			001-519-463-0	Facilties - Infrastructure	$ 24,179.00		
			001-523-046-0	Sheriff - Repair/Maintenance	$ 9,326.00		
			001-599-100-0	Fund Balance	$ 1,555,273.00		
			001-581-000-0	Transfer to Fine Forfeiture	$ 16,453.00		
25-42	1/17/2025	Fine & Forefeiture	103-381-200-1	FF Transfer from General Fund	$ 16,453.00		106964
			103-712-064-0	FF Facilities - Machinery/Equipment	$ 16,453.00		
25-43	01/21/25	Solid Waste	403-534-055-0	Training	$ 4,154.00		106995
			403-534-031-0	Professional Services		$ 4,154.00	
25-44	01/23/25	Library	001-571-042-0	Shipping/Postage	$ 1,131.00		107049
			001-571-062-0	Buildings		$ 1,131.00	
25-45	01/23/25	General Fund	001-519-245-0	Insurance/Bonds	$ 38,000.00		107053

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-513-531-0	Purchasing - Professional Services		$ 38,000.00	
25-46	01/23/25	Wauchula Hills	402-533-263-15	State Appropriation - Phase 8 Water	$ 226,071.18		107055
			402-535-263-15	State Appropriation - Phase 8 Waste Water		$ 226,071.18	
25-47	01/24/25	OMB	001-513-752-0	Operating Supplies	$ 266.00		107080
			001-513-764-0	Machinery/Equipment		$ 266.00	
25-48	01/24/25	Solid Waste	403-534-63-0	SW - Improvements other than Bldgs	$ 29,400.00		107088
			403-534-062-0	Building		$ 29,400.00	
25-49	01/28/24	Transportation Trust	102-541-063-0	Infrastructure	$ 35,000.00		107127
			102-541-363-11	Road Work Program		$ 35,000.00	
25-50	02/03/25	Transportation Trust	102-541-244-0	Shop - Rental/Leases	$ 1,000.00		107241
			102-541-252-0	Shop - Operating		$ 1,000.00	
25-51	02/04/25	Fire Rescue	001-526-044-0	EMS - Rentals/Leases	$ 250.00		107263
			107-522-044-0	FC - Rentals/Leases	$ 150.00		
			001-526-052-0	EMS - Operating		$ 250.00	
			107-522-052-0	FC - Operating		$ 150.00	
25-52	02/05/25	Solid Waste	403-534-042-0	Freight/Postage	$ 2,250.00		107310
			403-534-052-0	Operating Supplies		$ 2,250.00	
25-53	02/05/25	Soil	001-537-142-0	Freight/Postage	$ 50.00		107312
			001-537-152-0	Operating Supplies		$ 50.00	
25-54	02/06/25	Grants Management	135-521-361-00	SO Land	$ 8,948.52		107340
			135-521-331-00	SO New Bldg -Professional Services		$ 8,948.52	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-55	02/10/25	Fleet	102-541-242-0	Freight & Postage	$ 1,000.00		107405
			102-541-252-0	Operating		$ 1,000.00	
25-56	02/10/25	Transportation Trust	102-541-042-0	Freight & Postage	$ 1,000.00		107406
			102-541-052-0	Operating		$ 1,000.00	
25-57	02/11/25	OMB	001-513-746-0	OMB - Repair/Maintenance	$ 300.00		107412
			001-513-749-0	OMB - Other Current Charges	$ 1,000.00		
			001-513-744-0	OMB - Rental/Leases		$ 600.00	
			001-513-740-0	OMB - Travel		$ 700.00	
25-58	02/11/25	BOCC	001-511-052-0	BCC - Operating Supplies	$ 1,000.00		107413
			001-511-064-0	BCC - Machinery/Equipment		$ 1,000.00	
25-59	02/11/25	Solid Waste	403-534-041-0	SW - Communications	$ 1,495.00		107415
			403-534-034-0	SW - Other Contractual Services		$ 1,495.00	
25-60	02/14/25	Fire Rescue	107-522-042-0	FC-Freight/Postage	$ 150.00		107485
			107-522-052-0	FC-Operating Supplies		$ 150.00	
25-61	02/18/25	BOCC	001-511-052-0	BCC - Operating Supplies	$ 2,000.00		107540
			001-511-042-0	BCC - Freight/Postage	$ 80.00		
			001-511-064-0	BCC - Machinery/Equipment		$ 2,080.00	
25-62	02/18/25	Hardee Lakes	001-572-452-0	HL - Operating Supplies	$ 1,904.00		107565
			001-572-463-0	HL - Infrastructure		$ 1,904.00	
25-63	2/20/2025	Wildlife Refuge	001-572-342-0	Freight & Postage	$ 152.00		107600
			001-572-352-0	Operating Supplies		$ 152.00	

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Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-64	2/20/2025	Utilities	401-535-034-0	Van Enterprise- Other Contractual	$ 500.00		107601
			401-535-052-0	Van Enterprise- Operating Supplies		$ 500.00	
25-65	2/20/2025	Fire Rescue	001-526-042-0	EMS- Freight & Postage	$ 1,000.00		107602
			107-522-042-0	FC- Freight & Postage	$ 1,000.00		
			001-526-052-0	EMS- Operating Supplies		$ 1,000.00	
			107-522-052-0	FC- Operating Supplies		$ 1,000.00	
25-67	2/24/2025	Transportation Trust	102-399-000-1	TT - Cash Forward	$ 410,815.00		107654
			102-541-064-0	TT - Machinery/Equipment	$ 410,815.00		
25-68	2/24/2025	Grants Management	135-334-200-02	State Appropriations EOC		$ 114,607.55	107655
			135-331-200-06	DHS EOC Grant	$ 391.00		
			135-525-062-00	Buildings - EOC		$ 114,216.55	
25-69	2/24/2025	Grants Management	135-331-500-12	HMGP WH Lift Station Grant	$ 59,820.63		107656
			135-381-000-08	Transfer from WH Utilities	$ 27,403.00		
			135-535-164-12	HMGP WH Lift Station Grant Exp	$ 87,223.63		
25-70	2/24/2025	Grants Management	102-334-490-41	TT FDOT Scrap - MLK 448743	$ 2,637,946.00		107657
			102-541-363-41	TT CP MLK Bay to Sally 448743	$ 2,637,946.00		
25-71	2/24/2025	Grants Management	402-331-310-0	DEP ARPA Grant - Phase 8 WG096		$ 144,365.00	107659
			402-535-263-16	DEP ARPA Grant - Phase 8 WW WG096		$ 244,318.80	
			402-533-263-16	DEP ARPA Grant - Phase 8 W WG096	$ 99,953.80		
25-72	2/24/2025	Grants Management	135-331-290-00	SCAAP	$ 16,923.00		107660
			135-521-049-00	SCAAP - Justice Benefits	$ 3,723.06		
			135-581-000-18	SCAAP - Transfer to GF	$ 13,199.94		

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-73	2/24/2025	Grants Management	135-334-200-09	DEP Resilient FL Vulnerability Assessment	$ 55,000.00		107661
			135-525-031-02	Vulnerability Assess - Professional Serv.	$ 55,000.00		
25-74	2/24/2025	Grants Management	135-337-700-02	EDA - Hardee Parks Infrastructure	$ 42,962.00		107663
			135-572-063-02	Hardee Parks Infrastructure	$ 42,962.00		
25-75	2/24/2025	Grants Management	102-334-490-23	SCOP Ten Mile Grade 445066		$ 838,821.00	107664
			102-541-363-33	Ten Mile Grade: Bridge 064120		$ 838,821.00	
25-76	2/24/2025	Grants Management	102-334-490-24	SCOP Ten Mile Grade 445076	$ 1,031,691.00		107668
			102-541-363-34	Ten Mile Grade: Scarborough to Bridge	$ 1,031,691.00		
25-77	2/24/2025	Grants Management	402-334-350-0	WH - State Appropriation		$ 27,697.00	107669
			402-535-263-15	State Appropriation - Phase 8 WA		$ 27,697.00	
25-78	2/24/2025	Grants Management	135-399-000-8	HHRP Cash Forward	$ 103,642.16		107671
			135-554-412-0	HHRP - Regular Salaries	$ 27,844.20		
			135-554-421-0	HHRP - FICA	$ 1,600.00		
			135-554-421-1	HHRP - Medicare	$ 350.00		
			135-554-422-0	HHRP - Retirement	$ 2,800.00		
			135-554-423-0	HHRP - Life/Health Insurance	$ 3,800.00		
			135-554-442-0	HHRP - Freight/Postage	$ 6.00		
			135-554-449-0	HHRP - Other Current Charges		$ 2,200.00	
			135-554-451-0	HHRP - Office Supplies		$ 384.00	
			135-554-452-0	HHRP - Operating Supplies		$ 34,034.00	
			135-554-434-0	HHRP - Rehab	$ 103,859.96		
25-79	2/24/2025	General Fund	001-399-000-02	Wellness Program Cash Forward		$ 2,122.00	107672
			001-513-331-02	HR - Wellness Promotions		$ 2,122.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-80	2/24/2025	Grants Management	135-334-620-00	HC Mosquito Control Program	$ 26.66		107673
			135-562-034-00	MCO Health Dept - Contractual Services	$ 26.66		
25-81	2/25/2025	Human Resources	001-513-334-0	HR- Other Contractual Services	$ 3,000.00		107688
			001-513-354-1	HR- Tuition Reimbursement		$ 3,000.00	
25-82	2/25/2025	Facilities	001-519-442-0	Freight & Postage	$ 2,500.00		107691
			001-519-446-0	Repair & Maintenance		$ 2,500.00	
25-83	2/26/2025	Transportation Trust	102-541-242-0	Freight & Postage	$ 1,000.00		107703
			102-541-254-0	Books/Publications		$ 1,000.00	
25-84	2/26/2025	Parks & Recreation	001-572-546-0	PP- Repair & Maintenance	$ 6,000.00		107704
			001-572-263-0	Parks & Rec- Infrastructure		$ 6,000.00	
25-85	2/26/2025	General Fund	001-572-547-0	PP Printing & Binding	$ 60.00		107711
			001-513-747-0	OMB Printing & Binding	$ 60.00		
			001-572-552-0	PP Operating Supplies		$ 60.00	
			001-513-751-0	OMB Office Supplies		$ 60.00	
25-86	2/26/2025	Transportation Trust	102-541-047-0	TT- Printing & Binding	$ 237.00		107712
			102-541-052-0	TT- Operating Supplies		$ 237.00	
25-87	2/26/2025	Wauchula Hills	402-533-147-0	WH Water- Printing & Binding	$ 26.00		107713
			402-535-147-0	WH Wastewater- Printing & Binding	$ 26.00		
			402-533-151-0	WH Water- Office Supplies		$ 26.00	
			402-535-151-0	WH Wastewater- Office Supplies		$ 26.00	
25-88	2/26/2025	Vandolah	401-535-047-0	Van Enterprise- Printing & Binding	$ 8.00		107715

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			401-535-051-0	Van Enterprise- Office Supplies		$ 8.00	
25-89	2/28/2025	Wildlife Refuge	001-572-344-0	Wildlife Refuge- Rental/Leases	$ 261.00		107751
			001-572-352-0	Wildlife Refuge- Operating Supplies		$ 261.00	
25-90	2/28/2025	Transportation Trust	102-541-064-0	TT - Machinery/Equipment	$ 135,600.00		107752
			102-541-052-0	TT - Operating		$ 1,521.00	
			102-541-053-0	TT - Road Materials		$ 134,079.00	
25-91	2/28/2025	Fire Rescue	001-526-044-0	EMS - Rental/Leases	$ 500.00		107753
			107-522-044-0	FC - Rental/Leases	$ 500.00		
			001-526-052-0	EMS - Operating Supplies		$ 500.00	
			107-522-052-0	FC - Operating Supplies		$ 500.00	
25-92	3/3/2025	Community Development	001-516-014-0	ITS- Overtime	$ 4,000.00		107790
			001-515-011-0	Executive Salaries		$ 4,000.00	
25-93	3/5/2025	Transportation Trust	102-541-011-0	TT- Executive Salaries	$ 25,000.00		107846
			102-541-031-0	TT- Professional Services	$ 27,000.00		
			102-541-042-0	TT- Freight & Postage	$ 1,000.00		
			102-541-012-0	TT- Regular Salaries		$ 52,000.00	
			102-541-052-0	TT- Operating Supplies		$ 1,000.00	
25-94	3/10/2025	Solid Waste	403-534-042-0	SW-Freight & Postage	$ 100.00		107930
			403-534-052-0	SW- Operating Supplies		$ 100.00	
25-95	3/12/2025	Human Resources	001-513-368-0	HR- Intangible Assets	$ 7,000.00		107999
			001-513-354-1	HR- Tuition Reimbursement		$ 7,000.00	
25-96	3/17/2025	Solid Waste	403-534-041-0	SW-Communications	$ 100.00		108071

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			403-534-052-0	SW- Operating Supplies		$ 100.00	
25-97	3/18/2025	Solid Waste	403-534-042-0	SW- Freight & Postage	$ 500.00		108100
			403-534-052-0	SW- Operating Supplies		$ 500.00	
25-98	3/18/2025	Transportation Trust	102-541-042-0	TT- Freight & Postage	$ 1,000.00		108116
			102-541-046-0	TT- Repair & Maintenance		$ 1,000.00	
25-99	3/19/2025	General Fund	001-511-048-0	BCC- Promotional Items	$ 5,000.00		108142
			001-572-248-0	Parks & Rec- Promotional	$ 5,000.00		
			001-512-131-0	CO Manager- Professional Services		$ 10,000.00	
25-100	3/21/2025	Community Development	001-516-054-0	ITS -Dues and Subscriptions	$ 1,000.00		108206
			001-515-031-0	Zoning- Professional Services		$ 1,000.00	
25-101	3/21/2025	Grants Management	135-554-423-0	HHRP- Life/Health Insurance	$ 4,482.00		108210
			135-554-411-0	HHRP- Executive Salaries		$ 4,482.00	
25-102	3/24/2025	Community Development	001-515-054-0	Zoning- Dues and Subscriptions	$ 1,000.00		108256
			001-516-054-0	ITS- Dues and Subscriptions		$ 1,000.00	
25-103	3/25/2025	Parks & Recreation	001-572-242-0	Parks& Rec- Freight & Shipping	$ 6,207.00		108273
			001-572-263-0	Parks & Rec- Infrastructure		$ 6,207.00	
25-104	3/25/2025	Utilities	401-535-046-0	Vand Enterprise- Repair/Maintenance	$ 1,084.00		108274
			401-535-040-0	Vand Enterprise- Travel		$ 1,084.00	
25-105	3/27/2025	ITS	001-516-054-0	Books, Dues, Subscriptions	$ 2,084.00		108334
			001-516-064-0	Machinery/Equipment		$ 2,084.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-106	3/27/2025	Grants Management	111-399-000-01	Disaster Cash Forward	$ 382,903.00		108340
			111-525-262-00	Covid Buildings	$ 344,255.00		
			111-525-263-00	Covid Infrastructure	$ 38,648.00		
25-107	3/28/2025	Grants Management	135-334-200-10	ST APP- Local Mitigation Strategy	$ 35,000.00		108362
			135-525-031-03	ST APP- LMS Professional Services	$ 35,000.00		
25-108	3/28/2025	Grants Management	135-334-200-11	FL COM RIF Grant Archaeological Study	$ 20,000.00		108363
			135-525-031-00	EOC- Professional Service	$ 20,000.00		
25-109	3/31/2025	Human Resources	001-513-354-0	HR- Books/Dues/Subscriptions	$ 11,992.00		108393
			001-513-331-0	HR- Professional Services		$ 11,992.00	

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-110	4/2/2025	Human Resources	001-513-331-0	HR- Professional Services	$ 11,992.00		108437
			001-513-368-0	HR- Intangible Assets		$ 11,992.00	
25-111	4/4/2025	Purchasing	001-513-552-0	Purchasing- Operating	$ 5,000.00		108479
			001-513-564-0	Purchasing- Machinery/Equipment		$ 5,000.00	
25-112	04/04/25	Library	001-571-052-0	Library- Operating Supplies	$ 3,305.00		108481
			001-571-062-0	Library- Buildings		$ 3,305.00	
25-113	4/4/2025	Community Development	001-515-054-0	Zoning- Books, Dues & Subscriptions	$ 3,900.00		108485
			001-515-068-0	Intangible Assets		$ 2,875.00	
			001-515-040-0	Travel		$ 500.00	
			001-515-046-0	Repair and Maintenance		$ 525.00	
25-114	04/07/25	Road & Bridge	102-541-042-0	Freight & Postage	$ 1,000.00		108505
			102-541-053-0	Road Materials		$ 1,000.00	
25-115	4/7/2025	BOCC	001-511-052-0	BCC- Operating Supplies	$ 1,000.00		108511
			001-512-164-0	Machinery/Equipment		$ 1,000.00	
25-116	04/15/25	Solid Waste	403-534-049-0	SW Other Current Charges	$ 5,000.00		108678
			403-534-062-0	SW Buildings		$ 5,000.00	
25-117	04/15/25	Hardee Lakes	001-572-442-0	HL Freight & Postage	$ 500.00		108684
			001-572-452-0	HL Operating Supplies		$ 500.00	
25-118	04/16/25	Community Development	001-515-046-0	Zoning- Repair/Maintenance	$ 2,125.00		108718
			001-515-068-0	Zoning- Intangible Assets		$ 2,125.00	
25-119	04/17/25	General Fund	001-562-200-1	HCRA Out of County	$ 15,000.00		108725
			001-562-200-0	Human Serv-HCRA		$ 15,000.00	

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-120	04/22/25	Grants Management	135-334-200-07	State App Rev- Comm Tower		$ 1,980,625.13	108831
			135-521-362-01	State App Cap Exp- Comm Tower		$ 1,980,625.13	
25-121	04/22/25	Transportation Trust	102-541-042-0	Freight	$ 10,000.00		108792
			102-541-046-0	Repair and Maintenance		$ 10,000.00	
25-122	04/22/25	Library	001-571-042-0	Library- Freight and Postage	$ 1,790.00		108797
			001-571-052-0	Operational Supplies	$ 7,915.00		
			001-571-062-0	Library- Buildings		$ 9,705.00	
25-123	04/23/25	Fire Rescue	001-526-046-0	EMS- Repair/Maintenance	$ 24,000.00		108807
			001-526-052-0	EMS- Operating Supplies		$ 24,000.00	
25-124	04/23/25	Solid Waste	403-534-034-0	Other Contractual Services	$ 24,500.00		108818
			403-534-064-0	Machinery & Equipment		$ 24,500.00	
25-125	04/23/25	Courts	103-713-442-00	Courts ITS - Freight	$ 38.00		108819
			103-713-452-00	Courts ITS- Operating		$ 38.00	
25-126	04/24/25	Grants Management	135-399-000-0	SHIP- Cash Forward	$ 650,057.96		108832
			135-554-012-0	SHIP Regular Salaries	$ 13,682.49		
			135-554-021-0	SHIP - FICA	$ 690.00		
			135-554-021-1	SHIP Medicare	$ 202.00		
			135-554-022-0	SHIP Retirement	$ 1,711.00		
			135-554-023-0	SHIP Insurance	$ 353.00		
			135-554-040-0	SHIP Travel	$ 2,028.00		
			135-554-051-0	SHIP Office Supplies	$ 500.00		
			135-554-052-0	SHIP Operating Supplies	$ 1,500.00		
			135-554-054-0	SHIP Books, Dues & Subscriptions	$ 500.00		
			135-554-055-0	SHIP Training	$ 2,500.00		

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			135-554-034-0	SHIP Rehabilitation	$ 411,939.28		
			135-554-049-08	SHIP Ins Ded Unspent Funds Returned	$ 214,452.19		
25-127	04/24/25	Grants Management	135-334-300-00	Appropriations Ag Ed Training Center		$ 179,442.94	108843
			135-537-062-00	Cap Proj. Ag Ed Training Center		$ 179,442.94	
25-128	04/24/25	General Fund	001-329-500-04	Com Dev Rezoning Revenues	$ 212,500.00		108844
			001-329-500-09	Com Dev Comp Plan Amendment Rev	$ 7,500.00		
			001-515-031-0	Com Dev Professional Svcs Exp	$ 180,000.00		
			001-515-064-0	Com Dev Machinery/Equipment Exp	$ 40,000.00		
25-129	04/24/25	Hardee Lakes	001-572-446-0	HL- Repair/Maintenance	$ 10,000.00		108845
			001-572-462-0	Buildings/Improvements		$ 10,000.00	
25-130	04/24/25	Hardee Lakes	001-572-414-0	HL - Overtime	$ 5,000.00		108846
			001-572-443-0	HL - Utilities		$ 5,000.00	
25-131	04/25/25	Fines & Forfeitures	103-714-000-0	FF- Misc Law Library	$ 5,000.00		108873
			103-719-000-0	Court Innovations		$ 5,000.00	
25-132	04/28/25	Grants Management	135-554-452-0	HHRP- Operating	$ 1,070.00		108888
			135-554-451-0	HHRP- Office Supply		$ 1,070.00	
25-133	04/28/25	Community Development	001-515-046-0	Zoning- Repair/Maintenance	$ 3,900.00		108898
			001-515-054-0	Zoning- Books/Subs/Etc Dues		$ 3,900.00	
25-134	04/29/25	General Fund	001-512-152-0	Operating Supplies	$ 1,500.00		108934
			001-512-164-0	Machinery/Equipment		$ 1,500.00	
25-135	04/30/25	Wildlife Refuge	001-572-346-0	Wildlife Refuge- Repair & Maintenance	$ 2,000.00		108959

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-572-362-0	Wildlife Refuge- Buildings	$ 33.00		
			001-572-364-0	Wildlife Refuge- Machinery & Equipment		$ 2,033.00	
25-136	05/01/25	Community Development	001-515-064-0	Zoning- Machinery/Equip	$ 1,000.00		108984
			001-515-031-0	Zoning- Professional Serv		$ 1,000.00	
25-137	05/01/25	Solid Waste	403-534-031-0	SW- Professional Services	$ 20,000.00		108987
			403-534-062-0	SW- Buildings		$ 20,000.00	
25-138	05/01/25	Solid Waste	403-534-063-0	SW- Infrastructure	$ 17,000.00		108990
			403-534-062-0	SW-Buildings		$ 17,000.00	
25-139	05/02/25	Facilites	001-519-414-0	Fac Mgmt- Overtime	$ 8,000.00		108992
			001-519-452-0	Fac Mgmt- Operating Supplies		$ 8,000.00	
25-140	05/05/25	Library	001-571-042-0	Freight Shipping	$ 50.00		109039
			001-571-062-0	Library Building		$ 50.00	
25-141	05/06/25	Fire Rescue	001-526-046-0	EMS- Repair/Maintenance	$ 10,000.00		109053
			001-526-052-0	EMS- Operating Supplies		$ 10,000.00	
25-142	05/06/25	Courts	103-719-000-0	Court Innovation	$ 5,000.00		109055
			103-714-000-0	FF Misc Law Library	$ 3,000.00		
			103-605-000-1	Juvenile Programs		$ 8,000.00	
25-143	5/8/2025	Fire Rescue	001-526-046-0	EMS Repair/Maintenance	$ 7,000.00		109094
			001-526-052-0	EMS Operating Supplies		$ 7,000.00	
25-144	5/13/2025	Utilities	401-535-031-0	Vand Enterprise- Professional SVSC	$ 400.00		109183
			401-535-040-0	Vand Enterprise- Travel		$ 400.00	

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-145	5/13/2025	Solid Waste	403-534-042-0	Freight & Postage	$ 800.00		109189
			403-534-049-0	SW- Other Current Charges		$ 800.00	
25-146	5/13/2025	Parks & Recreation	001-572-249-0	Parks & Rec- Other Current Charges	$ 1,130.00		109190
			001-572-248-0	Parks & Rec- Promotional		$ 1,130.00	
25-147	5/13/2025	Transportation Trust	102-541-031-0	TT- Professional Services	$ 90,000.00		109194
			102-541-211-0	Shop Maintenance- Executive Salaries		$ 60,000.00	
			102-541-212-0	Shop Maintenance- Regular Salaries		$ 30,000.00	
25-148	5/15/2025	Utilities	402-533-131-0	WH Water-Professional Services	$ 4,031.00		109232
			402-535-131-0	WH Wstwater- Professional Services	$ 4,031.00		
			402-533-134-0	WH Water - Other Contractual Services		$ 4,031.00	
			402-535-134-0	WH Wstwater-Other Contractual Services		$ 4,031.00	
25-149	5/15/2025	Grants Management	135-554-422-0	HHRP - Retirement	$ 280.00		109233
			135-554-423-0	HHRP - Life / Health Insurance	$ 1,582.00		
			135-554-412-0	HHRP - Regular Salaries		$ 1,862.00	
25-150	5/16/2025	Utilities	402-533-134-3	WH Water- Tap / Connection Service	$ 5,000.00		109258
			402-535-134-3	WH WW - Tap / Connection Service		$ 5,000.00	
25-151	5/16/2025	Community Development	001-515-052-0	Zoning- Operating Supplies	$ 2,000.00		109259
			001-515-051-0	Zoning- Office Supplies	$ 2,000.00		
			001-515-031-0	Zoning- Professional Services		$ 4,000.00	
25-152	5/19/2025	Grants Management	135-334-620-00	HC Mosquito Control Program	$ 1,984.67		109281
			135-562-034-00	MCP Health Dept- Contractual Svsc	$ 1,984.67		
25-153	5/19/2025	Grants Management	135-331-620-02	FDACS Grant Vector Control	$ 9,312.00		109282
			135-562-034-02	FDACS Contractual Svcs Vector Control	$ 9,312.00		

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-154	5/19/2025	Grants Management	102-331-490-03	SCOP CR663 445065	$ 80,921.00		109287
			102-541-363-36	CR663: Goosepond to SR64	$ 80,921.00		
25-155	5/19/2025	Grants Management	102-331-490-03	SCOP CR663 44565	$ 358,664.19		109288
			102-541-363-36	CR663: Goosepond to SR64	$ 358,664.19		
25-156	5/20/2025	Grants Management	102-334-490-25	SCOP SCRAP CR663 445070	$ 139,077.03		109299
			102-541-363-35	CR663: Desoto to CR665	$ 139,077.03		
25-157	5/20/2025	Grants Management	102-334-490-25	SCOP SCRAP CR663 445070	$ 284,519.00		109300
			102-541-363-35	CR663 Desoto to CR665	$ 284,519.00		
25-158	5/20/2025	Grants Management	102-334-490-26	SCRAP CR663- 45068	$ 688,776.42		109301
			102-541-363-37	CR663: CR665 to Goosepond	$ 688,776.42		
25-159	5/21/2025	Utilities	402-535-146-0	WH Wstwater- Repair/Maintenance	$ 500.00		109324
			402-535-149-0	WH WW- Other Current Charges		$ 500.00	
25-160	5/21/2025	Tourist Development	112-559-049-00	TDC- Other Current Charges	$ 90.00		109330
			112-559-052-00	TDC- Operating Supplies		$ 90.00	
25-161	5/21/2025	Parks & Recreation	001-572-241-0	Parks & Rec- Communications	$ 900.00		109331
			001-572-246-0	Parks & Rec- Repair & Maintenance		$ 900.00	
25-162	5/21/2025	Tourist Development	112-559-011-00	TDC - Executive Salaries	$ 19,800.00		109337
			112-559-014-00	TDC Overtime	$ 200.00		
			112-559-012-00	TDC Regular Salaries		$ 20,000.00	
25-163	5/22/2025	Utilities	402-535-146-0	WH Wstwater- Repair/Maintenance	$ 5,000.00		109359
			402-535-134-0	WH Wstwater- Other Contr Svcs		$ 5,000.00	

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Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-164	5/23/2025	Transportation Trust	102-541-031-0	TT- Professional Services	$ 54,000.00		109386
			102-541-023-0	TT- Health Insurance		$ 54,000.00	
25-165	5/27/2025	Library	001-571-042-0	Library Freight & Postage	$ 200.00		109427
			001-571-040-0	Library- Travel		$ 200.00	
25-166	5/27/2025	Mining	109-519-642-00	Mining- Freight & Postage	$ 100.00		109428
			109-519-651-00	Mining- Office Supplies		$ 100.00	
25-167	5/27/2025	Courts	103-713-442-00	Courts ITS- Freight & Shipping	$ 16.00		109429
			103-713-452-00	Courts ITS- Operating Supplies		$ 16.00	
25-168	5/29/2025	Grants	111-525-346-00	Ian - Repair/Maintenance	$ 25,000.00		109475
			111-525-362-00	Ian - Buildings		$ 25,000.00	
25-169	5/29/2025	Solid Waste	403-534-014-0	SW- Overtime	$ 15,000.00		109480
			403-534-011-0	SW- Executive Salaries		$ 15,000.00	
25-170	5/30/2025	Utilities	402-533-142-0	WH Water- Freight & Postage	$ 800.00		109495
			402-535-142-0	WH Wstwater- Freight & Postage	$ 800.00		
			402-535-155-0	WH Wstwater- Training		$ 1,600.00	
25-171	5/30/2025	Solid Waste	403-534-031-0	SW- Professional Services	$ 41,000.00		109505
			403-534-134-0	SW- Recycling- Other Contractual Svcs		$ 41,000.00	
25-172	5/30/2025	Parks & Recreation	001-572-248-0	Parks & Rec- Promotional	$ 4,000.00		109511
			001-572-534-0	PP- Other Contractual Services		$ 4,000.00	
25-173	6/2/2025	Facilities	001-519-462-0	Facilities- Buildings	$ 1,500.00		109541
			001-519-446-0	Facilities- Repair & Maintenance		$ 1,500.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-174	6/2/2025	Courts	103-719-046-0	Court Inov- Repair & Maintenance	$ 8,500.00		109543
			103-719-064-0	Court Inov- Machinery & Equipment	$ 11,310.00		
			103-719-068-0	Court Inov- Intangible Assets	$ 27,000.00		
			103-719-000-0	Court Innovations		$ 46,810.00	
25-175	6/2/2025	Parks & Recreation	001-572-542-0	PP- Freight & Postage	$ 210.00		109549
			001-572-552-0	PP- Operating Supplies		$ 210.00	
25-176	6/2/2025	Parks & Recreation	001-572-252-0	Parks & Rec- Operating Supplies	$ 6,000.00		109550
			001-572-264-0	Parks & Rec- Machinery & Equipment		$ 6,000.00	
25-177	6/20/2025	General Fund	001-513-000-0	Property Appraiser- Requistion	$ 6,208.00		109552
			001-562-400-0	Human Serv- Matching Hospital		$ 6,208.00	
25-178	6/4/2025	County Extension	001-537-255-0	Co Extension- Training	$ 2,000.00		109593
			001-537-231-0	Co Extension- Professional Services		$ 2,000.00	
25-179	6/4/2025	General Services	001-513-640-0	Travel	$ 500.00		109594
			001-513-655-0	Training		$ 500.00	
25-180	6/4/2025	Fire Rescue	107-522-040-0	FC- Travel	$ 1,000.00		109599
			001-526-046-0	EMS-Repair/Maintenance	$ 10,000.00		
			001-526-055-0	EMS- Training	$ 1,500.00		
			107-522-052-0	FC- Operating Supplies		$ 1,000.00	
			001-526-052-0	EMS- Operating Supplies		$ 11,500.00	
25-181	6/4/2025	Building	001-524-046-0	Repair/Maintenance	$ 1,500.00		109600
			001-524-040-0	Travel		$ 1,500.00	
25-182	6/4/2025	Fleet	102-541-252-0	Shop Maintenance- Operating Supplies	$ 2,814.00		109603

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Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			102-541-264-0	Shop Maintenance- Machinery/Equipment		$ 2,814.00	
25-183	6/4/2025	Library	001-571-052-0	Library- Operating Supplies	$ 2,468.00		109605
			001-571-062-0	Library- Buildings		$ 2,468.00	
25-184	6/5/2025	ITS	001-516-064-0	ITS- Machinery/Equipment	$ 955.00		109630
			001-516-052-0	ITS- Operating Supplies		$ 955.00	
25-185	6/5/2025	ITS	001-516-052-0	ITS- Operating Supplies	$ 4,350.00		109631
			001-516-068-0	ITS- Intangible Assets		$ 4,350.00	
25-186	6/6/2025	Grants Management	135-554-052-0	SHIP- Operating	$ 1,000.00		109640
			135-554-049-07	SHIP- Insurance Deductible	$ 22,000.00		
			135-554-040-0	SHIP- Travel		$ 500.00	
			135-554-051-0	SHIP- Office Supplies		$ 500.00	
			135-554-034-0	SHIP- Rehab		$ 22,000.00	
25-187	6/10/2025	ITS	001-516-054-0	ITS- Books, Dues, Subscriptions	$ 490.00		109696
			001-516-052-0	ITS- Operating Supplies		$ 490.00	
25-188	6/10/2025	Purchasing	001-513-542-0	Purchasing- Freight/Postage	$ 1,000.00		109697
			001-513-552-0	Purchasing- Operating	$ 4,000.00		
			001-513-564-0	Purchasing- Machinery/Equipment		$ 1,000.00	
			001-513-562-0	Purchasing- Building		$ 4,000.00	
25-189	6/11/2025	Library	001-571-048-0	Promotional Supplies	$ 60.00		109715
			001-571-051-0	Office Supplies		$ 60.00	
25-190	6/11/2025	Human Resources	001-513-351-0	HR- Office Supplies	$ 500.00		109740
			001-513-352-0	HR- Operating Supplies		$ 500.00	

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-191	6/11/2025	Transportation Trust	102-541-064-0	TT- Machinery & Equipment	$ 5,363.00		109743
			102-541-264-0	Shop Maintenance- Machinery & Equipment	$ 5,362.00		
			102-541-052-0	TT- Operating Supplies		$ 5,363.00	
			102-541-252-0	Shop Maintenance- Operating Supplies		$ 5,362.00	
25-192	6/12/2025	Parks & Recreation	001-572-262-0	Parks & Rec - Buildings	$ 1,500.00		109762
			001-572-246-0	Parks & Rec - Maintenance & Repair		$ 1,500.00	
25-193	6/12/2025	Parks & Recreation	001-572-464-0	HL- Machinery/Equipment	$ 4,995.00		109765
			001-572-446-0	HL- Maintenance & Repairs		$ 4,995.00	
25-194	6/12/2025	Parks & Recreation	001-572-441-0	HL - Communications	$ 5,500.00		109767
			001-572-463-0	HL - Infrastructure		$ 5,500.00	
25-195	6/12/2025	Parks & Recreation	001-572-252-0	Parks & Rec- Operating Supplies	$ 3,358.00		109776
			001-572-452-0	HL- Operating Supplies	$ 5,221.00		
			001-572-542-0	PP- Freight & Postage	$ 230.00		
			001-572-263-0	Parks & Rec- Infrastructure		$ 3,358.00	
			001-572-463-0	HL- Infrastructure		$ 5,221.00	
			001-572-546-0	PP- Repair & Maintenance		$ 230.00	
25-196	6/13/2025	Utilities	402-535-146-0	WH Wastewater- Repair & Maintenance	$ 7,000.00		109786
			402-535-163-0	WH Wastewater- Infrastructure		$ 4,000.00	
			402-533-163-0	WH Water- Infrastructure		$ 3,000.00	
25-197	6/13/2025	Tourist Development	112-559-031-00	Professional Services	$ 1,000.00		109814
			112-559-052-00	Operating Supplies		$ 1,000.00	
25-198	6/13/2025	Parks & Recreation	001-572-563-0	Pioneer Park Infrastructure	$ 18,000.00		109818
			001-572-562-0	Pioneer Park Building		$ 18,000.00	

2024-2025 3rd Quarter Budget Amendments

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-199	6/16/2025	Parks & Recreation	001-572-531-0	Pioneer Park- Professional Services	$ 2,000.00		109841
			001-572-562-0	Pioneer Park- Buildings		$ 2,000.00	
25-200	6/17/2025	Parks & Recreation	001-572-544-0	PP Rentals & Leases	$ 250.00		109879
			001-572-552-0	PP Operating Supplies		$ 250.00	
25-201	6/19/2025	Grants Management	001-513-611-0	Community Development- Executive Salaries	$ 15,000.00		109914
			001-513-612-0	Community Development- Regular Salaries		$ 15,000.00	
25-202	6/20/2025	Parks & Recreation	001-572-563-0	PP Infrastructure	$ 200.00		109920
			001-572-562-0	PP Buildings		$ 200.00	
25-203	6/20/2025	Parks & Recreation	001-572-552-0	PP Operating	$ 1,300.00		109921
			001-572-562-0	PP Buildings		$ 1,300.00	
25-204	6/20/2025	Law Enforcement Trust	608-521-000-00	Fed LET Sheriff Allocation	$ 25,000.00		109927
			609-521-000-00	State LET Sheriff Allocation	$ 30,000.00		
			608-599-000-0	Fed LET Contingency		$ 25,000.00	
			609-599-000-0	State LET Contingency		$ 30,000.00	
25-205	6/20/2025	Parks & Recreation	001-366-000-5	GR- Donations Pioneer Park	$ 13,500.00		109928
			001-572-248-0	Parks & Rec- Promotional	$ 13,500.00		
25-206	6/20/2025	Veterans	001-553-046-0	Veterans Repair/ Maintenance	$ 10,000.00		109935
			001-553-062-0	Veterans Building		$ 10,000.00	
25-207	6/24/2025	Fire Rescue	107-522-046-0	FC- Repair/Maintenance	$ 10,000.00		109990
			001-526-046-0	EMS- Repair/Maintenance	$ 5,000.00		
			107-522-052-0	FC- Operating Supplies		$ 10,000.00	
			001-526-052-0	EMS- Operating Supplies		$ 5,000.00	

2024-2025 3rd Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-208	6/25/2025	Grants Management	135-369-300-39	Opioid Settlement Funds	$ 2,890.88		110007
			135-562-831-00	Opioid Professional Services	$ 2,890.88		
25-209	6/27/2025	Solid Waste	403-534-012-0	Regular Salaries	$ 75,000.00		110062
			403-534-014-0	Overtime Salaries	$ 25,000.00		
			403-534-044-0	Rentals & Leases	$ 15,000.00		
			403-534-011-0	Executive Salaries		$ 8,500.00	
			403-534-062-0	Bldgs/Improvements		$ 65,000.00	
			403-534-064-0	Machinery & Equipment		$ 41,500.00	
25-210	6/30/2025	Soil	001-537-140-0	SCS- Travel	$ 800.00		110086
			001-537-155-0	SCS- Training		$ 500.00	
			001-537-152-0	Operating		$ 300.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-211	7/1/2025	Utilities	402-533-141-0	WH Water- Communications	$ 1,947.00		110089
			402-535-141-0	WH Wstwater- Communications	$ 1,947.00		
			401-535-041-0	Van Enterprise- Communications	$ 535.00		
			402-535-164-0	WH WW- Machinery/Equipment		$ 3,894.00	
			401-535-023-0	Van Enterprise- Life/Health Insurance		$ 535.00	
25-212	07/02/25	Library	001-571-052-0	Operating Supplies	$ 2,837.00		110136
			001-571-062-0	Library- Building		$ 2,837.00	
25-213	7/3/2025	Grants Management	135-554-052-0	SHIP-Operating	$ 850.00		110156
			135-554-049-0	SHIP- Other Current Charges		$ 600.00	
			135-554-042-0	SHIP- Freight		$ 250.00	
25-214	7/9/2025	Solid Waste	403-534-031-0	Professional Services	$ 20,000.00		110226
			403-534-064-0	Machinery & Equipment		$ 20,000.00	
25-215	7/9/2025	Utilities	402-533-152-0	WH Water- Operating Supplies	$ 9,000.00		110249
			402-535-152-0	WH Wstwater- Operating Supplies	$ 6,300.00		
			402-535-164-0	WH WW- Machinery & Equipment		$ 15,300.00	
25-216	07/14/25	Parks & Recreation	001-572-331-0	Professional Services	$ 1,500.00		110317
			001-572-346-0	Repair & Maintenance	$ 1,500.00		
			001-572-343-0	Utilities		$ 3,000.00	
25-217	07/14/25	Community Development	001-515-041-0	Communications	$ 500.00		110319
			001-515-051-0	Office Supplies		$ 500.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-218	07/15/25	Facilities	001-519-464-0	Facilities- Machinery & Equipment	$ 15,417.00		110341
			001-519-452-0	Facilities- Operating Supplies		$ 15,417.00	
25-219	07/15/25	Road & Bridge	102-541-052-0	TT- Operating Supplies	$ 52,000.00		110346
			102-541-046-0	Repair & Maintenance		$ 52,000.00	
25-220	07/16/25	Human Resources	001-513-342-0	Freight & Postage	$ 100.00		110373
			001-513-346-0	Repair & Maintenance		$ 100.00	
25-221	07/16/25	Human Resources	001-513-351-0	Office Supplies	$ 400.00		110374
			001-513-346-0	Repair & Maintenance		$ 400.00	
25-222	07/16/25	ITS	001-516-041-0	Communications	$ 4,601.00		110381
			001-516-052-0	Operating Supplies		$ 4,601.00	
25-223	07/18/25	Parks & Recreation	001-572-563-0	Pioneer Park Infrastructure	$ 1,500.00		110408
			001-572-531-0	Pioneer Park Professional Services		$ 1,500.00	
25-224	07/18/25	Utilities	402-533-152-0	WH Water Operating Supplies	$ 15,000.00		110412
			402-535-152-0	WH Wstwater Operating Supplies	$ 15,000.00		
			402-535-164-0	WH WW Machinery & Equipment		$ 15,000.00	
			402-535-134-0	WH Wstwater- Other Contractual Services		$ 15,000.00	
25-225	07/18/25	Courts	103-713-452-00	Operating Supplies	$ 10,000.00		110413
			103-713-441-00	Communications		$ 10,000.00	
25-226	07/18/25	Transportation Trust	102-541-064-0	Machinery & Equipment	$ 100,290.00		110417

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			102-541-052-0	Operating Supplies		$ 10,290.00	
			102-541-046-0	Repair & Maintenance		$ 90,000.00	
25-227	07/18/25	Solid Waste	403-534-013-0	SW- Other Salaries	$ 55,000.00		110420
			403-534-023-0	SW - Life/Health Insurance		$ 55,000.00	
25-228	07/21/25	Grants Management	135-554-054-0	SHIP- Books, Dues, Subscriptions	$ 100.00		110477
			135-554-042-0	SHIP- Freight & Postage		$ 100.00	
25-229	07/21/25	Transportation Trust	102-541-046-0	Repair & Maintenance	$ 90,000.00		110481
			102-541-052-0	Operating Supplies	$ 10,290.00		
			102-541-064-0	Machinery & Equipment	$ 241.00		
			102-541-062-0	Buildings		$ 100,531.00	
25-230	07/23/25	Facilities	001-519-431-0	Fac Mgmt Professional Services	$ 1,000.00		110526
			001-519-446-0	Fac Mgmt Repair & Maintenance		$ 1,000.00	
25-231	07/23/25	Zoning	001-515-054-0	Books, Dues, Subscriptions	$ 255.00		110529
			001-515-031-0	Professional Services		$ 255.00	
25-232	07/24/25	General Fund	001-514-031-0	CO Attorney Professional Services	$ 20,000.00		110572
			001-512-131-0	CO Manager Professional Services		$ 20,000.00	
25-233	07/24/25	Procurement	001-513-541-0	Communications	$ 500.00		110577
			001-513-552-0	Operating Supplies		$ 500.00	
25-234	07/25/25	Emergency Management	001-525-141-0	Communications	$ 2,750.00		110601

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-525-131-0	Professional Services		$ 2,750.00	
25-235	07/25/25	Fire Rescue	001-526-054-0	EMS- Books/Dues/Subscriptions	$ 300.00		110602
			107-522-042-0	FC- Freight & Postage	$ 200.00		
			107-522-046-0	FC- Repair & Maintenace	$ 15,000.00		
			001-526-046-0	EMS- Repair & Maintenance	$ 5,000.00		
			001-526-052-0	EMS - Operating Supplies		$ 5,300.00	
			107-522-052-0	FC - Operating Supplies		$ 15,200.00	
25-236	07/29/25	Solid Waste	403-534-041-0	SW- Communications	$ 900.00		110647
			403-534-062-0	SW- Buildings		$ 900.00	
25-237	07/29/25	BOCC	001-511-041-0	BoCC Communications	$ 500.00		110658
			001-511-022-0	BoCC Retirement		$ 500.00	
25-238	07/29/25	Human Resources	001-513-341-0	HR Communications	$ 220.00		110661
			001-513-352-0	HR Operating Supplies		$ 220.00	
25-239	07/29/25	Grants Management	135-554-034-0	SHIP Rehab	$ 22,000.00		110663
			135-554-049-08	SHIP Ins. Ded. Unspent Funds Returned	$ 323.20		
			135-554-049-08	Ship Ins. Ded. Unspent Funds Returned		$ 22,000.00	
			135-554-049-07	SHIP- Insurance Deductible		$ 323.20	
25-240	07/29/25	Grants Management	135-554-049-1	SHIP- HO Assistance	$ 20,000.00		110664
			135-554-034-0	SHIP- Rehab		$ 20,000.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-241	07/30/25	OMB	001-513-741-0	OMB- Communications	$ 300.00		110691
			001-513-751-0	OMB - Office Supplies		$ 300.00	
25-242	7/31/2025	Facilities	001-519-440-0	Travel	$ 900.00		110707
			001-519-446-0	Repair & Maintenance		$ 900.00	
25-243	07/31/25	Human Resources	001-513-341-0	Communciations	$ 400.00		110709
			001-513-354-0	Books, Dues, and Subscriptions		$ 400.00	
25-244	8/1/2025	Parks and Recreation	001-572-242-0	Freight and Shipping	$ 455.00		110726
			001-572-248-0	Promotional		$ 455.00	
25-245	8/4/2025	Transportation Trust	102-541-064-0	Machinery and Equipment	$ 19,460.00		110775
			102-541-062-0	Buildings		$ 19,460.00	
25-246	8/7/2025	General Fund	001-514-031-0	County Attorney- Professional Services	$ 75,000.00		110826
			001-599-000-0	General Fund Contingencies		$ 75,000.00	
25-247	8/7/2025	Solid Waste	403-369-000-0	SW Miscellaneaous Income	$ 25,000.00		110827
			403-534-013-0	Landfill- Other Salaries	$ 55,000.00		
			403-599-000-0	SW Contingencies		$ 30,000.00	
25-248	8/8/2025	OMB	001-513-752-0	Operating Supplies	$ 250.00		110847
			001-513-740-0	Travel		$ 250.00	
25-249	8/8/2025	General Fund	001-523-031-1	Sheriff Medical Care- Inmates	$ 47,518.00		110849
			001-519-224-0	GF Workers Comp		$ 10,787.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-519-245-0	GF Property Insurance		$ 36,731.00	
25-250	8/8/2025	Fire Rescue	001-526-062-0	EMS Building	$ 12,500.00		110850
			107-522-062-0	FC Building	$ 10,500.00		
			001-526-052-0	EMS Operating Supplies		$ 12,500.00	
			107-522-052-0	FC Operating Supplies		$ 10,500.00	
25-251	8/11/2025	Parks & Recreation	001-572-542-0	PP Freight & Postage	$ 250.00		110882
			001-572-552-0	PP Operating		$ 250.00	
25-252	8/13/2025	Facilities	001-519-464-0	Machinery/Equipment	$ 16,900.00		110936
			001-519-452-0	Operating Supplies		$ 16,900.00	
25-253	8/14/2025	Utilities	402-533-141-0	WH Water- Communications	$ 970.00		110958
			402-535-141-0	WH Wstwater- Communications	$ 970.00		
			402-533-134-0	WH Water- Other Contr Services		$ 970.00	
			402-535-134-0	WH Wstwater- Other Contr Services		$ 970.00	
25-254	8/14/2025	Parks & Recreation	001-572-241-0	Parks & Rec- Communications	$ 600.00		110969
			001-572-240-0	Parks & Rec- Travel		$ 600.00	
25-255	8/15/2025	Facilities	001-519-441-0	Communications	$ 300.00		110990
			001-519-446-0	Repair & Maintenance		$ 300.00	
25-256	8/18/2025	Grants Management	001-513-631-0	Professional Services	$ 40.00		111019
			001-513-641-0	Communications		$ 40.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-257	8/18/2025	Solid Waste	403-534-023-0	Life / Health Insurance	$ 55,000.00		111021
			403-534-013-0	Other Salaries		$ 55,000.00	
25-258	8/19/2025	OMB	001-513-747-0	Printing / Binding	$ 100.00		111045
			001-513-740-0	Travel		$ 100.00	
25-259	8/19/2025	BOCC	001-511-041-0	Communications	$ 500.00		111047
			001-511-054-0	Books, Dues & Subscriptions		$ 500.00	
25-260	8/21/2025	Disaster	111-525-563-00	Milton Infrastructure	$ 20,000.00		111094
			111-525-562-00	Milton Buildings		$ 20,000.00	
25-261	8/22/2025	Code Enforcement	001-529-041-00	Communication	$ 1,068.00		111114
			001-529-040-00	Travel		$ 1,068.00	
25-262	8/26/2025	General Fund	001-519-245-0	Misc - Insurance/Bonds	$ 115.00		111163
			001-519-225-0	Misc - Unemployment Comp		$ 115.00	
25-263	8/26/2025	Mining	109-519-631-00	Mining -Professional Services	$ 50,000.00		111170
			109-519-612-00	Mining - Regular Salaries		$ 50,000.00	
25-264	8/27/2025	Grants Management	135-369-300-39	Opioid Settlement Funds	$ 168,143.00		111191
			135-562-831-00	Opioid Professional Services	$ 168,143.00		
25-265	8/27/2025	Transportation Trust	102-541-052-0	TT - Operating Supplies	$ 36,000.00		111192
			102-541-046-0	TT - Repair & Maintenance	$ 15,000.00		
			102-541-051-0	TT - Office Supplies	$ 800.00		

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			102-541-062-0	TT - Buildings		$ 51,800.00	
25-266	8/27/2025	Transportation Trust	102-541-031-0	TT - Professional Services	$ 15,731.00		111196
			102-541-062-0	TT - Buildings		$ 15,731.00	
25-267	8/27/2025	Parks & Recreation	001-572-544-0	PP - Rentals & Leases	$ 50.00		111198
			001-572-551-0	PP - Office Supplies		$ 50.00	
25-268	8/29/2025	Facilities	001-519-441-0	Communications	$ 1,300.00		111258
			001-519-446-0	Repair & Maintenance		$ 1,300.00	
25-269	8/29/2025	Facilities	001-519-464-0	Machinery & Equipment	$ 41,000.00		111261
			001-519-431-0	Professional Services		$ 16,000.00	
			001-523-064-0	Equipment - Jail		$ 21,000.00	
			001-519-446-0	Repair & Maintenance		$ 4,000.00	
25-270	9/3/2025	Utilities	402-533-142-0	WH Water - Freight & Postage	$ 750.00		111334
			402-535-142-0	WH Wstwater - Freight & Postage	$ 400.00		
			402-535-134-0	WH Wstwater - Other Contractual Svcs		$ 400.00	
			402-533-134-0	WH Water - Other Contractual Svcs		$ 750.00	
25-271	9/3/2025	Zoning	001-515-041-0	Communications	$ 106.00		111337
			001-515-040-0	Travel		$ 106.00	
25-272	9/8/2025	Detention Inmates	001-523-031-1	Medical Care of Inmates	$ 250,000.00		11431
			001-599-000-0	General Fund Contingency		$ 250,000.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-273	9/10/2025	Human Resources	001-513-341-0	Communications	$ 100.00		111486
			001-513-334-0	Other Contractual Services		$ 100.00	
25-274	9/10/2025	Disaster	111-525-352-00	Ian - Operating Supplies	$ 7,100.00		111487
			111-525-362-00	Ian - Buildings		$ 7,100.00	
25-275	9/16/2025	Zoning	001-515-052-0	Operating Supplies	$ 134.00		111624
			001-515-040-0	Travel		$ 134.00	
25-276	9/16/2025	Parks & Recreation	001-572-352-0	Wildlife Refuge - Operating	$ 1,500.00		111625
			001-572-343-0	Wildlife Refuge - Utilties		$ 1,500.00	
25-277	9/16/2025	OMB	001-513-741-0	OMB - Communications	$ 350.00		111628
			001-513-740-0	OMB - Travel		$ 350.00	
25-278	9/16/2025	Procurement	001-513-541-0	Communications	$ 500.00		111629
			001-513-552-0	Operating		$ 500.00	
25-279	9/16/2025	Transportation Trust	102-541-031-0	Professional Services	$ 1,500.00		111630
			102-541-052-0	Operating		$ 1,500.00	
25-280	9/16/2025	Transportation Trust	102-541-264-0	Shop Maintenance - Machinery/Equip.	$ 13,429.00		111631
			102-541-262-0	Shop Maintenance - Buildings		$ 13,429.00	
25-281	9/16/2025	Facilities	001-519-452-0	Facilities - Operating Supplies	$ 7,756.00		111638
			001-519-446-0	Facilities - Repair & Maintenance		$ 7,756.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-282	9/17/2025	Disaster	111-525-352-00	Ian - Operating	$ 23,000.00		111650
			111-525-362-00	Ian - Buildings		$ 23,000.00	
25-283	9/17/2025	Facilities	001-519-414-0	Overtime	$ 3,000.00		111655
			001-519-446-0	Repair & Maintenance		$ 3,000.00	
25-284	9/17/2025	Grants Management	135-334-200-03	Law Enforcement Salary Assistance	$ 128,436.00		111662
			135-521-200-00	LESA Transfer to Sheriff	$ 128,436.00		
25-285	9/18/2025	Disaster	111-525-352-00	Ian - Operating	$ 1,000.00		111676
			111-525-362-00	Ian - Buildings		$ 1,000.00	
25-286	9/18/2025	Human Resources	001-513-355-0	Training	$ 2,990.00		111690
			001-512-131-0	Professional Services		$ 2,990.00	
25-287	9/19/2025	ITS	001-516-041-0	ITS - Communications	$ 2,300.00		111708
			001-516-031-0	ITS - Professional Services		$ 2,300.00	
25-288	9/22/2025	EMS	001-526-034-0	EMS - Contractual Services	$ 16,501.00		111723
			001-526-064-0	EMS - Machinery & Equipment		$ 16,501.00	
25-289	9/22/2025	ITS	001-516-042-0	ITS - Freight & Delivery	$ 400.00		111736
			001-516-031-0	ITS - Professional Services		$ 400.00	
25-290	9/22/2025	Parks & Recreation	001-572-331-0	Professional Services	$ 853.00		111742
			001-572-334-0	Other Contractual Services		$ 853.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-291	9/22/2025	Courts	103-714-000-0	FF - Misc Law Library	$ 5,000.00		111749
			103-521-055-00	Public Safety Training		$ 5,000.00	
25-292	9/23/2025	Parks & Recreation	001-572-248-0	Parks & Rec - Promotional	$ 1,998.00		111760
			001-512-131-0	CO Manager - Professional Svcs		$ 1,998.00	
25-293	9/24/2025	Human Resources	001-513-341-0	HR - Communications	$ 200.00		111785
			001-513-349-0	HR - Other Contractual Services		$ 200.00	
25-294	9/25/025	OMB	001-513-741-0	OMB - Communications	$ 500.00		111808
			001-513-740-0	OMB - Travel		$ 500.00	
25-295	9/25/2025	Human Services	001-564-500-0	Indigent Burial	$ 1,200.00		111806
			001-564-243-0	Resthaven - Utilities		$ 1,200.00	
25-296	9/25/2025	Utilities	402-533-141-0	WH Water - Communications	$ 50.00		111817
			402-535-141-0	WH Wstwater - Communications	$ 50.00		
			401-535-041-0	Vand Enterprise - Communications	$ 300.00		
			402-533-152-0	WH Water - Operating Supplies		$ 50.00	
			402-535-152-0	WH Wstwater - Operating Supplies		$ 50.00	
			401-535-052-0	Vand Enterprise - Operating Supplies		$ 300.00	
25-297	9/25/2025	Transportation Trust	102-541-031-0	TT - Professional Services	$ 26,733.00		111832
			102-541-046-0	TT - Repair & Maintenance		$ 26,733.00	
25-298	9/25/2025	Courts	103-713-441-00	Courts ITS - Communications	$ 1,890.00		111833

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			103-713-464-00	Courts ITS - Machinery/Equipment		$ 1,890.00	
25-299	9/25/2025	Parks & Recreation	001-572-541-0	PP - Communications	$ 300.00		111835
			001-572-534-0	PP - Other Cont. Services		$ 300.00	
25-300	9/26/2025	Grants Management	135-331-200-01	JAG CW	$ 29,819.00		111845
			135-521-000-00	Sheriff Allocation	$ 29,819.00		
25-301	9/26/2025	Grants Management	135-331-200-01	JAG CW	$ 35,263.00		111846
			135-521-000-00	Sheriff Allocation	$ 35,263.00		
25-302	9/26/2025	Grants Management	135-361-100-5	Interest - SHIP Ins Deductible	$ 4,913.81		111847
			135-361-100-0	Interest - HHRP	$ 4,661.96		
			135-554-049-08	Ship Ins Ded - Unspent Funds Returned	$ 4,913.81		
			135-554-434-0	HHRP Rehab	$ 4,661.96		
25-303	9/29/2025	Courts	103-713-241-00	Public Def ITS - Communications	$ 500.00		111869
			103-713-252-00	Pub Def ITS - Operating Supplies		$ 500.00	
25-304	9/29/2025	Parks & Recreation	001-572-331-0	Professional Services	$ 70.00		111870
			001-572-352-0	Operating Supplies		$ 70.00	
25-305	9/29/2025	Mining	109-519-644-00	Mining - Rentals/Leases	$ 200.00		111875
			109-519-651-00	Mining - Office Supplies		$ 200.00	
25-306	9/29/2025	OMB	001-513-741-0	OMB - Communications	$ 200.00		111876
			001-513-740-0	OMB - Travel		$ 200.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-307	9/29/2025	Parks & Recreation	001-572-331-0	Professional Services	$ 130.00		111878
			001-572-352-0	Operating Supplies		$ 130.00	
25-308	9/29/2025	Transportation Trust	102-541-044-0	TT - Rentals/Leases	$ 500.00		111881
			102-541-046-0	TT - Repair/Maintenance		$ 500.00	
25-309	9/29/2025	Planning/Zoning	001-515-041-0	Zoning - Communications	$ 260.00		111885
			001-515-040-0	Zoning - Travel		$ 260.00	
25-310	9/29/2025	BOCC	001-511-041-0	Communications	$ 500.00		111891
			001-511-054-0	Books, Dues, and Subscriptions		$ 500.00	
25-311	9/29/2025	Emergency Management	001-525-141-0	Communications	$ 750.00		111896
			001-525-151-0	Office Supplies		$ 375.00	
			001-525-152-0	Operating Supplies		$ 375.00	
25-312	9/30/2025	Utilities	402-533-141-0	WH Water - Communications	$ 1,000.00		111902
			402-535-141-0	WH Wstwater - Communications	$ 1,000.00		
			401-535-041-0	Vand Enterprise - Communications	$ 300.00		
			402-533-152-0	WH Water - Operating Supplies		$ 1,000.00	
			402-535-152-0	WH Wstwater - Operating Supplies		$ 1,000.00	
			401-535-052-0	Vand Enterprise - Operating Supplies		$ 300.00	
25-313	9/30/2025	Human Services	001-562-200-1	HCRA - Out of County	$ 15,000.00		111944
			001-562-200-0	Human Services - HCRA		$ 15,000.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-314	9/30/2025	Grants Management	135-369-300-39	Opioid Settlement Funds	$ 8,549.39		112057
			135-562-831-00	Opioid Professional Services	$ 8,549.39		
25-315	10/8/2025	Fines & Forfeiture	103-733-141-0	Co Probation - Communciations	$ 100.00		112155
			103-733-152-0	Co Probation - Operating Supplies		$ 100.00	
25-316	10/8/2025	Human Resources	001-513-341-0	HR - Communications	$ 100.00		112166
			001-513-340-0	HR - Travel		$ 100.00	
25-317	10/8/2025	Building	001-524-041-0	Communications	$ 100.00		112168
			001-524-040-0	Travel		$ 100.00	
25-318	10/9/2025	Tourist Development	112-559-031-00	Professional Services	$ 160.00		112192
			112-559-052-00	Operating Supplies		$ 160.00	
25-319	10/13/2025	Human Services	001-564-500-0	Human Services - Indigent Burial	$ 1,860.00		112261
			001-564-243-0	Resthaven Utilities		$ 1,860.00	
25-320	10/16/2025	EMS	001-526-034-0	EMS - Other Contractual Services	$ 3,130.00		112344
			001-526-052-0	EMS - Operating Supplies		$ 3,130.00	
25-321	10/17/2025	Solid Waste	403-534-068-0	SW - Intangible Assets	$ 10,910.00		112377
			403-534-031-0	SW - Professional Services		$ 10,910.00	
25-322	10/21/2025	Human Services	001-564-243-0	Human Services - Resthaven Utilities	$ 900.00		112453
			001-564-234-0	Resthaven - Other Services		$ 900.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-323	10/21/2025	Mining	109-519-643-00	Mining - Utilities	$ 400.00		112456
			109-519-655-00	Mining - Training		$ 400.00	
25-324	10/22/2025	Grants Management	135-537-112-02	SCG - Regular Salaries	$ 176.32		112475
			135-554-049-0	Ship - Other Current Salaries	$ 174.08		
			135-554-051-0	Ship - Office Supplies	$ 24.27		
			135-554-052-0	Ship -Operating Supplies	$ 104.74		
			135-537-113-02	SCG - Other Salaries		$ 176.32	
			135-554-040-0	Ship - Travel		$ 303.09	
25-325	10/22/2025	Grants Management	001-513-614-0	Community Development - Overtime	$ 2,758.00		112477
			001-513-612-0	Community Development - Regular Salaries		$ 2,758.00	
25-326	10/22/2025	OMB	001-513-752-0	OMB - Operating Supplies	$ 100.00		112485
			001-513-740-0	OMB - Travel		$ 100.00	
25-327	10/22/2025	EMS	001-526-055-0	EMS Training	$ 1,675.00		112500
			001-526-052-0	EMS Operating Supplies		$ 1,675.00	
25-328	10/23/2025	Utilities	402-535-143-0	WH Wstwater - Utilities	$ 800.00		112549
			402-535-152-0	WH Wstwater - Operating Supplies		$ 800.00	
25-329	10/24/2025	Utilities	402-535-143-0	WH Wstwater - Utilities	$ 135.00		112573
			402-535-152-0	Wh Wstwater - Operating Supplies		$ 135.00	
25-330	10/28/2025	General Fund	001-511-052-0	BCC - Operating Supplies	$ 330.00		112725
			001-512-155-0	Co Manager - Training	$ 1,175.00		

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-513-341-0	HR - Communications	$ 68.00		
			001-513-342-0	HR - Freight & Postage	$ 81.00		
			001-515-054-0	Zoning - Books, Dues, Subscriptions	$ 658.00		
			001-516-054-0	ITS - Books, Dues, Subscriptions	$ 240.00		
			001-519-149-1	Misc - Other Current Charges	$ 3.00		
			001-519-449-0	Fac Mgmt - Other Current Charges	$ 58.00		
			001-572-344-01	Wildlife Refuge - Monthly CC Fees	$ 20.00		
			001-511-048-0	BCC - Promotional		$ 330.00	
			001-512-131-0	Co Manager - Professional Services		$ 1,175.00	
			001-513-351-0	HR - Office Supplies		$ 149.00	
			001-515-049-0	Zoning - Other Current Charges		$ 658.00	
			001-516-052-0	ITS - Operating Supplies		$ 240.00	
			001-519-451-0	Fac Mgmt - Office Supplies		$ 61.00	
			001-572-341-0	Wildlife Refuge - Communications		$ 20.00	
25-331	10/28/2025	General Fund	001-519-452-0	Fac Mgmt -Operating Supplies	$ 3,239.00		112730
			001-519-463-0	Fac Mgmt - Infrastructure	$ 250.00		
			001-524-047-0	Bldg/Insp - Printing/Binding	$ 2.00		
			001-529-031-00	Code Enforcement - Professional Services	$ 2,096.00		
			001-529-041-00	Code Enforcement - Communications	$ 290.00		
			001-529-042-00	Code Enforcement - Freight & Postage	$ 2,558.00		
			001-529-047-00	Code Enforcement - Printing & Binding	$ 49.00		
			001-529-052-00	Code Enforcement - Operating Supplies	$ 725.00		
			001-519-434-0	Fac Mgmt - Other Cont Services		$ 3,489.00	
			001-529-034-00	Code Enforcement - Other Cont Services		$ 5,720.00	

2024-2025 4th Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
25-332	10/28/2025	General Fund	001-537-146-0	SCS - Repair & Maintenance	$ 27.00		112731
			001-553-051-0	Veterans - Office Supplies	$ 18.00		
			001-572-231-0	Parks & Rec - Professional Services	$ 119.00		
			001-572-242-0	Parks & Rec - Freight & Shipping	$ 93.00		
			001-572-252-0	Parks & Rec - Operating Supplies	$ 1,986.00		
			001-572-331-0	Wildlife Refuge - Professional Services	$ 472.00		
			001-572-342-0	Wildlife Refuge - Freight & Postage	$ 349.00		
			001-572-346-0	Wildlife Refuge - Repair & Maintenance	$ 374.00		
			001-572-352-0	Wildlife Refuge - Operating Supplies	$ 1,255.00		
			001-572-449-0	HL - Other Current Charges	$ 18.00		
			001-572-544-01	PP - Basys Monthly CC Rental Fee	$ 20.00		
			001-572-552-0	PP - Operating Supplies	$ 371.00		
			001-572-246-0	Parks & Rec - Repairs & Maintenance		$ 2,198.00	
			001-572-343-0	Wildlife Refuge - Utilties		$ 2,450.00	
			001-572-546-0	PP - Repair & Maintenance		$ 391.00	
			001-572-442-0	HL - Freight & Postage		$ 18.00	
			001-537-141-0	SCS - Communications		$ 27.00	
			001-553-040-0	Veterans - Travel		$ 18.00	
25-333	10/29/2025	Fines & Forfeiture	103-711-041-0	Security - Communications	$ 16.00		112736
			103-733-131-0	Co Probation - Professional Services	$ 16.00		
			103-711-046-0	Security - Repair / Maintenance		$ 16.00	
			103-733-140-0	Co Probation - Travel		$ 16.00	
25-334	10/29/2025	Solid Waste	403-534-068-0	SW - Intangible Assets	$ 14,919.00		112737
			403-534-064-0	SW - Machinery / Equipment		$ 14,919.00	

BUDGET ADJUSTMENTS
2024-2025 SUMMARY

FUND NUMBER	FUND DESCRIPTION	OCTOBER '24		NOVEMBER '24		DECEMBER '24		JANUARY '25		FEBRUARY '25		MARCH '25	
		TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS
001	General Revenue	3		2		9		8	1	14	1	8	
102	Transportation Trust			1		2		1	2	6	4	2	
103	Fine & Forfeiture							1	1				
107	Fire Control									1			
109	Mining			1				1					
110	E-911												
111	Disaster		1		1	1							1
112	Tourist Tax												
113	Indigent								1				
135	Grants				1	1	1	1	1	1	7	1	2
401	Vandolah									2		1	
402	Wauchula Hills	1			2			1		1			
403	Solid Waste	2						2		2	2	3	
608	LETF												
609	LETF												
MONTHLY TOTALS		6	1	4	4	13	1	15	6	27	14	15	3

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FUND NUMBER	FUND DESCRIPTION	APRIL '25		MAY '25		JUNE '25		JULY '25		AUGUST '25		SEPTEMBER '25	
		TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS
001	General Revenue	15	1	10		26	1	18		16	1	37	
102	Transportation Trust	2		2	5	2		3		3		4	
103	Fine & Forfeiture	2		2		1		1				5	
107	Fire Control					2		1		-			
109	Mining			1						1		2	
110	E-911												
111	Disaster			1						1		3	
112	Tourist Tax			2		1							
113	Indigent												
135	Grants	1	3	1	2	1	1	4			1	1	5
401	Vandolah			1								1	
402	Wauchula Hills WW			5		1		3		1		5	
403	Solid Waste	2		5		1		3		1	1	2	
608	LETF						1						
609	LETF						-						
MONTHLY TOTALS		22	4	30	7	35	3	33	0	23	3	60	5

BUDGET ADJUSTMENTS
2024-2025 SUMMARY

FUND NUMBER	FUND DESCRIPTION	FY 24-25	
		TRANSFERS	AMENDMENTS
001	General Revenue	166	5
102	Transportation Trust	28	11
103	Fine & Forfeiture	12	1
107	Fire Control	4	-
109	Mining	6	-
110	E-911	-	-
111	Disaster	6	3
112	Tourist Tax	3	-
113	Indigent	-	1
135	Grants	12	24
401	Vandolah WW	5	-
402	Wauchula Hills WW	18	2
403	Solid Waste	23	3
608	LETF	-	1
609	LETF	-	-
ANNUAL TOTAL		283	51

AGENDA ITEM NO. 7.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the Hardee County Sheriff's Office budget amendments as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
Sheriff's Budget Amendment.pdf

HARDEE COUNTY SHERIFF
VENT CRAWFORD

Date: October 28, 2025

To: Hardee County BOCC

From: Sheriff Vent Crawford

Subject: Budget Amendment

This correspondent serves as notification of a request for an amendment of $2,106,901.46 to the Sheriff's Budget fiscal year 2024-2025. This amendment will serve only to reconcile grants and revenues for said fiscal year.

HARDEE COUNTY SHERIFF'S OFFICE

BUDGET AMENDMENTS

DATE:	10/28/2025	DEPARTMENT:	Sheriff's Office

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	REVENUES	EXPENDITURES
01516601200	Regular Salaries / Civil	$ 18,267.35	
01516601400	Over Time / Civil	$ 2,229.11	
01516602100	FICA / Civil	$ 1,568.12	
01516602200	Retirement / Civil	$ 6,814.49	
01516602400	Worker's Comp / Civil	$ 951.08	
01521101200	Regular Salaries / Admin	$ 321,965.43	
01521101500	Salary Inc. / Admin	$ 4,320.00	
01521101400	Over Time / Admin	$ 23,673.33	
01521102100	FICA / Admin	$ 26,650.37	
01521102200	Retirement / Admin	$ 110,301.04	
01521102400	Worker's Comp / Admin	$ 29,250.69	
01521102300	Life & Health / Admin	$ 75,883.20	
01521201200	Regular Salaries / Patrol	$ 268,670.90	
01521201400	Over Time / Patrol	$ 24,044.76	
01521202100	FICA / Patrol	$ 22,336.48	
01521202200	Retirement / Patrol	$ 93,313.04	
01521202300	Life & Health Ins. / Patrol	$ 24,610.48	
01521202400	Worker's Comp / Patrol	$ 1,892.17	
01521301200	Regular Salaries / Invest.	$ 60,101.68	
01521301400	Over Time / Invest.	$ 5,549.80	
01521302100	FICA / Invest.	$ 5,039.35	
01521302200	Retirement / Invest.	$ 20,692.27	
01521302400	Worker's Comp / Investigations	$ 719.51	
01523401200	Regular Salaries / Jail	$ 180,399.04	
01523401300	Part Time Salaries / Jail	$ 3,168.00	
01523401400	Over Time / Jail	$ 17,300.24	
01523402100	FICA / Jail	$ 15,099.48	
01523402200	Retirement / Jail	$ 64,669.94	
01523402300	Life & Health / Jail	$ 32,127.48	
01523402400	Worker's Comp / Jail	$ 9,114.95	
01521106410	Capital Outlay Admin	$ 224,360.52	
01521305220	Investigative Supplies	$ -	
01521104920	Obligations Other	$ 110,392.66	
01521104000	Travel & Per Diem	$ 30,964.00	
01521104630	Maint/Auto Fleet / All	$ 23,799.97	
01521105115	Office Supplies / All Dept	$ 1,854.96	
0156215100	Animal Control	$ 26,093.37	
01521205200	Uniforms Access. / law enfor	$ 9,343.07	
01521205245	Ammo	$ 2,750.00	
01521104650	Service Maint. / All	$ 46,094.93	
01523405230	Other Institutional Supplies	$ -	
01207000000	Due to Other Funds	$ 2,004.66	
01250000000	Return to Bocc	$ 158,519.54	
TOTAL REQUESTED AMOUNT:		**$ 2,106,901.46**	$ -

OVER/(SHORT) REVENUES	$ -

JUSTIFICATION: Amending received revenue into 2024/2025 budget.

SIGNED:	Finance Manager	DATE:	10/28/25
APPROVED:	Sheriff	DATE:	10/29/2025

HARDEE COUNTY SHERIFF'S OFFICE

BUDGET AMENDMENT WORKSHEET

Collected Revenues as of: September 30, 2025

Miscellaneous Revenues			
01369100010	Transfer from Collections	$	1,444.00
01369100030	Miscellaneous Revenue	$	81,158.22
01369100035	Miscellaneous Revenue - LET Funds	$	80,000.00
01369100036	Miscellaneous Revenue - DEA Forfeited Funds	$	55,726.96
01369100040	Miscellaneous Revenue - Auto Insurance	$	38,283.91
01369100050	Misc. Revenues - Training Cost Reimbursement	$	15,517.00
01369305215	Misc Rev - Fingerprinting	$	5,020.00
	Total Miscellaneous Revenues	**$**	**277,150.09**

Animal Control Revenues			
0134640000	Animal Control Fees	$	5,160.67
	Total Miscellaneous Revenues	**$**	**5,160.67**

Grant Revenues			
01331000000	Grant Revenues	$	-
01331100000	Grant Revenues - FEMA Projects Reimb. (Federal)	$	51,860.02
01331200000	Grant Revenues - JAG-C Byrne Grant (Federal)	$	62,289.50
01331200010	Grant Revenues - JAG-D Taser Grant (Federal)	$	2,165.00
01331200020	Grant Revenues - BJA Vest Grant (Federal)	$	-
01331200030	Grant Revenues - HIDTA Grant (Federal)	$	-
01331200040	Grant Revenues - COPS Accreditation Grant (Federal)	$	-
01334100000	Grant Revenues - CJIS Grant (FDLE)	$	1,830.91
01334100010	Grant Revenues - FIBRS Grant (FDLE)	$	1,736.78
013342000000	Grant Revenues - LESA Grant (FDLE)	$	381,156.11
01334200010	Grant Revenues - Rapid DNA Grant (FDLE)	$	-
01334200020	Grant Revenues - FSA Vest Grant (FSA)	$	5,624.42
01334200030	Grant Revenues - Firearm Safety (FDLE)	$	18,640.58
01334200040	Grant Revenues - DOT Grant Closeout	$	3,713.53
01334200041	Grant Revenues - DOT Grant Teen Driving (State)	$	14,101.76
01334200042	Grant Revenues - DOT Grant Speeding (State)	$	13,032.10
01334200043	Grant Revenues - DOT Impaired Driver Grant (State)	$	5,146.30
01334200050	Grant Revenues - S.A.F.E. Grant (FDLE)	$	36,731.15
	Total Grant Revenues	**$**	**598,028.16**

Charges for Services			
01332000010	Charges for Services - Town of Zolfo Springs	$	185,756.20
01332000020	Charges for Services - School Board of Hardee County	$	510,445.92
01332000030	Charges for Services - Contract Work Squad - Landfill	$	84,214.80
01332000040	Charges for Services - Contract Work Squad - Road Bridge	$	101,328.31
01332000050	Charges for Services - Contract Work Squad - Parks Rec.	$	90,445.27
01332000060	Charges for Services - WPD - Animal Control Cost Share	$	20,932.70
01332000080	Charges for Services - BGPD Animal Control Cost Share	$	27,816.06
01332000090	Charges for Services - Commissary Clerk (Inmate Welfare)	$	3,854.84
01332000070	Charges for Services - WPD Dispatching	$	-
	Total Charges for Services	**$**	**1,024,794.10**

Sale of Auto			
01369100000	Sale of Auto	$	43,249.00
	Total Sale of Auto Revenues	**$**	**43,249.00**

Required Return of Revenues			
0135410000	Animal Control Fines	$	5,041.33
01361101000	Interest on Operating Account	$	77,473.75
01369100020	food reimbursement	$	69,017.03
01369100025	impounded livestock	$	2,298.18
01369100060	county medical reimbursements	$	4,689.15
	Total Charges for Services	**$**	**158,519.44**

	Total Revenues Collected:	**$**	**2,106,901.46**

AGENDA ITEM NO. 7.H

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HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Modification Number 2 for the Hardee County Board of County Commissioners Pioneer Park Lift Station Grant Award Agreement with the Hardee County Economic Development Authority; 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:

21-17-05 (2ND Modification) HC BOCC Pioneer Park Lift Station Draft.pdf

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

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

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

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

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

- Reinstate Agreement
  1. The Agreement is hereby reinstated as though it had not expired.

- Extend Agreement
  1. The parties agree to extend the Grant Award Agreement (HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS - PIONEER PARK LIFT STATION 21-17-05) dated June 15, 2021, until completion of the Project and payment of all outstanding amounts.

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

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

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

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Printed Name

_____
Title

Date:_____

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Russell A. Melendy, Chair

Date:_____

DRAFT

AGENDA ITEM NO. 7.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Modification Number 3 for the Hardee County Board of County Commissioners Hardee Parks Infrastructure Grant Award Agreement with the Hardee County Economic Development Authority; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and the expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
22-20-04 (3rd Modification) BCC Hardee Parks Infrastructure draft.pdf

MODIFICATION NUMBER 3 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

WHEREAS, EDA and **COUNTY** on April 1, 2025, approved Modification Number 2, which amended the Agreement's scope of work with an Exhibit B, and

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

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

- Extend Agreement
  1. The parties agree to extend the Grant Award Agreement (HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS - HARDEE PARKS INFRASTRUCTURE 22-20-04) dated August 16, 2022, until completion of the Project and payment of all outstanding amounts.

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

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

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

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Printed Name

_____
Title

Date:_____

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Russell A. Melendy, Chair

Date:_____

DRAFT

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Marissa Alexander, 4-H Agent I** - Program Overview
SUGGESTED ACTION:	

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Todd Miller, Community Development Director & Jorden Eisenstein, Planner I -** Ordinance 2025-07, Rezoning of 6 +/- Acres

SUGGESTED ACTION:

- Motion to the first reading of Ordinance 2025-07, an Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the Hardee County Zoning Map within the unincorporated area; providing for a rezoning of approximately 6 +/- acres from multifamily residential (R-3) to farm residential (F-R) in the town center future land use category; providing for a legal description; providing for severability, and providing for an effective date.

ATTACHMENTS:

BOCC Agenda Packet--Ord. No. 2025-07.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

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

I request the following item be placed on the 11/06/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Jorden Eisenstein- Planner I- (5 Minutes)

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Ordiance No. 2025-07.
Return to Community Development Department for recording.

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

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

STAFF REPORT

Rezoning

Hardee County Community Development Department

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

Application No:	**25-67**
Ordinance No:	**2025-07**
Request:	Applicant initiated request to rezone a 6.0 +/- acre parcel from Multifamily Residential (R-3) to Farm- Residential (F-R)
Property Owner/Applicant:	Justin & Amber Hines 1954 Heard Bridge Rd Wauchula, FL 33873
Location:	Altman Rd East side of the Altman Rd, South of Thompson Dr (P)
Parcel Identification:	17 34 25 0000 05120 0000
Site Size:	**6.0** +/-acres
Existing Zoning/Land Use:	**R-3** zoning/**Town Center (TCN)**
Surrounding Zoning/Land Use:	North: R-3/TCN South: A-1/TCN and AGR East: A-1/TCN West: A-1/TCN
Staff Recommendation:	Staff and the Planning/Zoning Board recommend **APPROVAL** to the Board of County Commissioners of Ordinance No. 2025-07, a request to rezone the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R).

History and Summary of Request:

In May of 2025 the previous property owners received authorization to split off 6.0+/- acres from the adjacent parent parcel to sell to Mr. and Mrs. Hines. The current property owner(s) planned to utilize the property for agricultural purposes, the same as the surrounding area. After they came into the planning/zoning office for permits for a barn, however, staff informed them that the property was not zoned for agricultural use and Per ULDC Section 2.16.00(A) they would not be allowed to install a barn prior to the construction of a principal residential structure. The Planning and Zoning Director, Todd Miller, granted

the property owners' temporary administrative authorization to construct a barn on the property contingent on receiving rezoning approval soon thereafter. Therefore, the property owners are requesting the rezoning of the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R) in order to utilize the property for agricultural purposes with accessory structures before building a home.

Findings of Fact:

- *The subject property is located in the Town Center future land use category and the R-3 (Multifamily Residential) zoning district;*
- *The submitted application is for Parcel ID No. 17 34 25 0000 05120 0000;*
- *The subject property is located on the Eastside of Altman Rd, South of Thompson Dr and Stenstrom Rd;*
- *There are no daily traffic counts for Altman Rd, but access to Altman Rd is provided via S Florida Ave and SR 64 W (W Main St). The Annual Average Daily Traffic (AADT) for S. Florida Ave. is 3,800(2024) and the Annual Average Daily Traffic (AADT) for SR 64 (W Main St.) is 2,200 (2024); S. Florida Ave is classified as a major collector road maintained by Hardee County, and SR 64 (W Main St) is classified as a principal arterial road. Altman Rd is classified as a local road maintain by Hardee County.*
- *The subject property would be serviced by private well and septic for potable water and sewer.*
- *Best available information identifies no wetlands or flood hazard zone present on the subject parcel.*

STANDARDS OF REVIEW

(A) Consistency with the Comprehensive Plan:
The proposed rezoning is consistent with Policy L1.3 (Town Center) which permits existing agricultural land uses and residential development "not to exceed an overall density of 12 dwelling units per gross acre for any single parcel."

(B) Concurrency Analysis:
Levels of Service for all public facilities and services will not be impacted.

Traffic: Access to the property will be provided via Altman Road.

Potable water: Potable water will be provided by private well.

Wastewater: Wastewater will be provided by private septic system.

***Solid Waste*:** Solid waste generation will be handled by private waste management companies.

Stormwater Management: n/a.

Park and Recreation Facilities: n/a.

(C) Impact Analysis:
The proposed rezoning has been analyzed to identify future adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the County, such as the following *(see items D through G).*

(D) Zoning and uses of nearby property:
Surrounding zoning includes F-R (Farm Residential), A-1 (Agriculture) and R-3 (Multifamily Residential). Existing adjacent uses include citrus groves, single family residences and vacant land.

(E) Substantial changes in land use circumstances:
The proposed rezoning is being requested in order to allow the development of the property for agricultural uses as well as single family residential use. This is consistent with adjoining development, which is predominantly single-family residences and agricultural uses.

(F) Time Vacant:
The subject property has remained vacant since 1988 or longer.

(G) Compatibility standards:

a. *Whether one or more of the following design standards proposed for the subject property will differ substantially from the design standards currently allowed for any of the adjacent properties, such as:*

(01) Yards:
The yard area requirements will be similar if not the same as those of the surrounding properties that are zoned A-1, R-3 and F-R.

(02) Setbacks (Minimum):
F-R Zoning: Front – 30 feet (no change); Rear - 25 ft; Sides - 10 ft. (vs. 20' in the Rear and 07' on the Sides in the R-3 district)

(03) Height:
The maximum height allowed would not change (35')

(04) Lot Coverage:
35% in the F-R zoning district (vs. 40% in the R-3 district)

(05) Impervious Surface Coverage:
Same as above

(06) Parking:
The parking requirements would not change. (2.0 parking spaces per dwelling unit)

(07) Hours of Operation:
n/a

b. *Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties;*

All adjacent properties to the south, east and west are currently zoned A-1 and F-R and utilized for agriculture or residential uses. The property to the north is currently zoned R-3 and is being utilized as vacant cropland. The proposed agricultural and residential uses will be consistent and compatible with the existing uses surrounding the property.

c. *Whether the proposed change in land use will adversely alter the existing land use pattern;*

The existing land use pattern in the area has long been large lot, agricultural and residential development. The agricultural and residential use is consistent with the established land use pattern.

d. *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety;*

Access to the property would be provided via Altman Rd, which has sufficient capacity and ability to handle any additional trips.

e. *Whether the proposed change in land use will adversely affect the drainage of the property;*

Impacts to the existing drainage pattern are anticipated to be minimal.

f. *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties;*

No decrease in the quality of water, air or light is anticipated.

g. *Whether the proposed change in land use will adversely affect the property values of the adjacent properties;*

The addition of agricultural accessory structures and a single-family residence in the future would not negatively impact property values.

h. *Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties;*

No potential adverse impacts of noise, glare or odors are anticipated.

i. *Whether the proposed change in land use would create a mixture of land uses so dissimilar to the existing pattern of development, that the overall quality and character of the surrounding neighborhood would be degraded;*

The proposed rezoning would be consistent with the existing pattern of 1.0 acre or larger sized lots utilized for agricultural and residential uses.

j. *Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.*

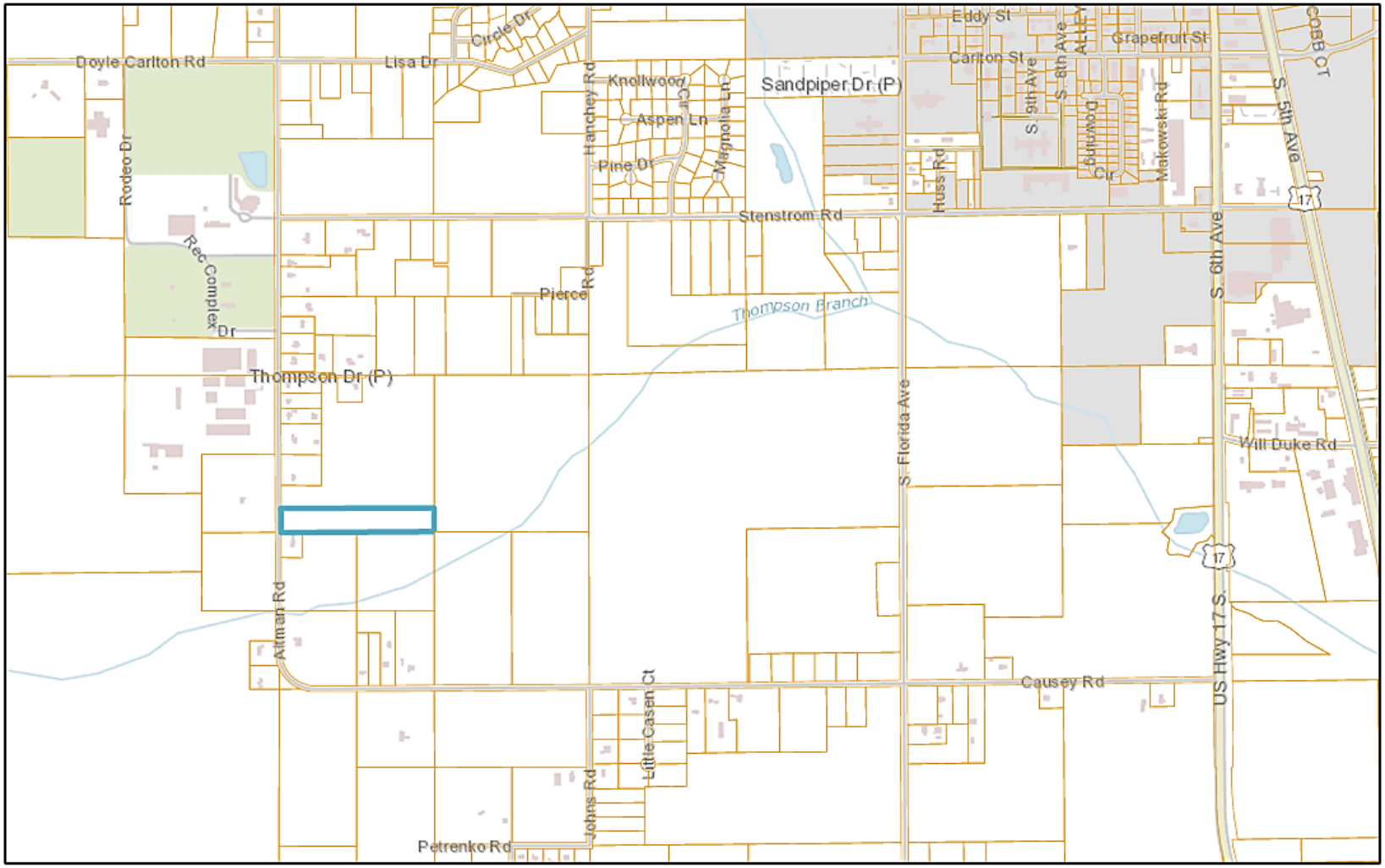
No incompatibility has been identified.

Recommendation:

Staff and the Planning/Zoning Board recommend **APPROVAL** of Ordinance No. 2025-07, to the Board of County COmmisioners to rezone the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R) in the Town Center Future Land Use category, located on the eastside of Altman Road in unincorporated Hardee County.

Attachments:
Location Map
Zoning Map
FLU Map
Aerial Map
Complete Application

REZONE-JUSTIN & AMBER HINES-- Location Map



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Parcels WFS - Parcels

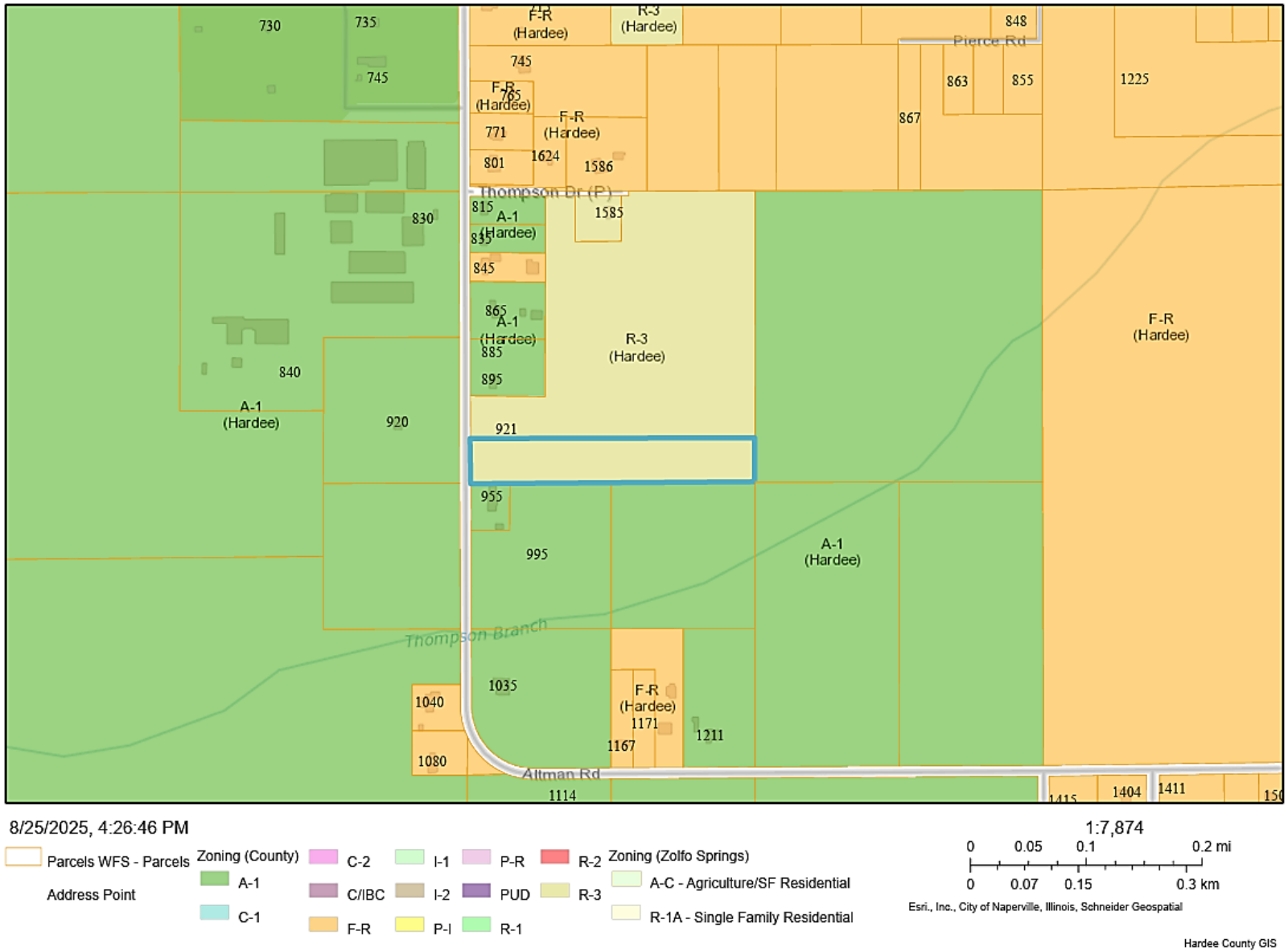
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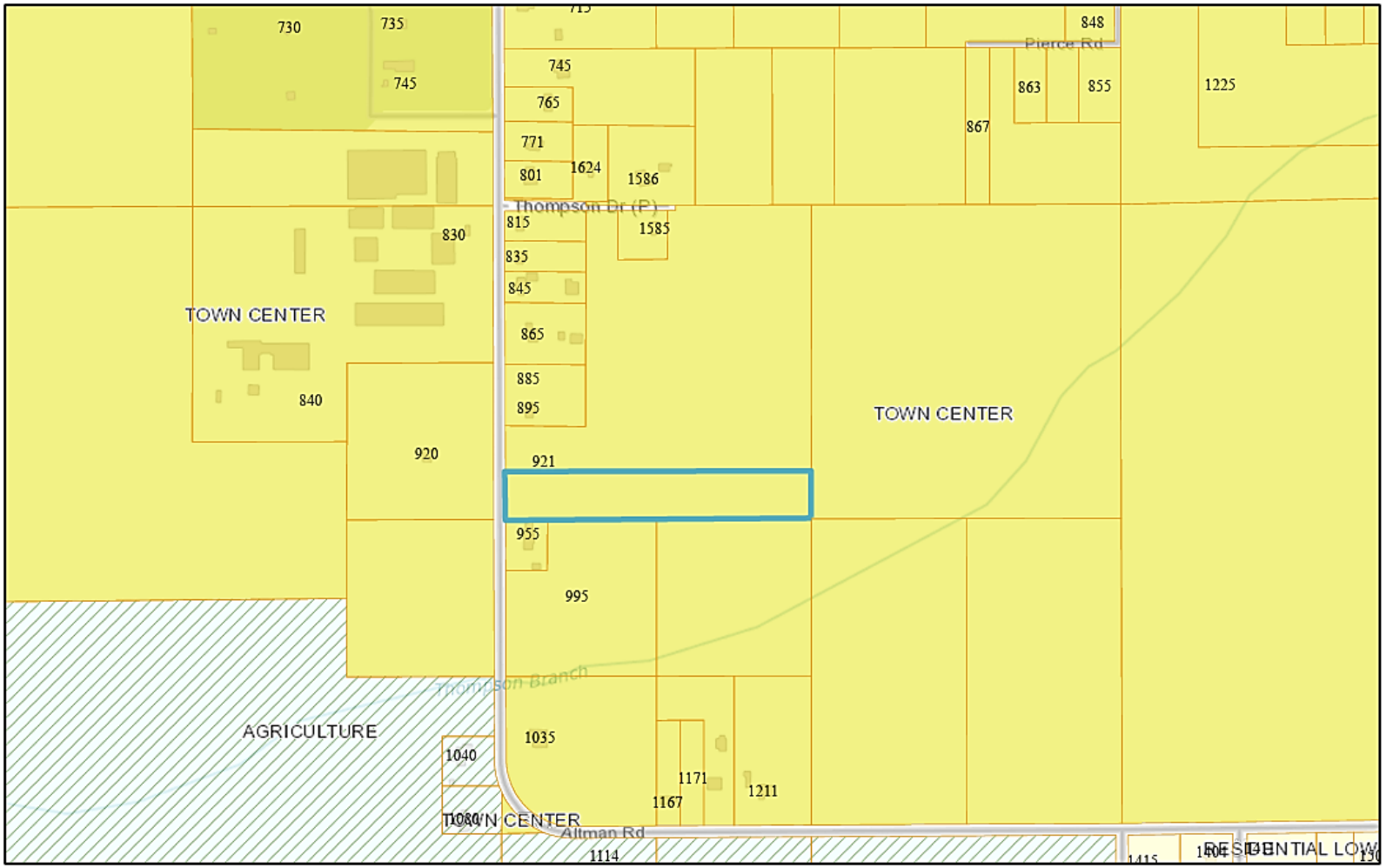
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Esri., Inc., City of Naperville, Illinois

REZONE-JUSTIN & AMBER HINES-- Zoning Map



REZONE-JUSTIN & AMBER HINES-- FLU Map



REZONE-JUSTIN & AMBER HINES-- Aerial Map



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Parcels WFS - Parcels

Address Point

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State of Florida, Maxar

Hardee County GIS

Hardee County FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT

REZONE

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

Agenda No. 25-67
P/Z Board Public Hearing: 9/04
(1st Reading) **BoCC Public Hearing:** 10/02
(2nd Reading) **BoCC Public Hearing:** 10/16
Ord. No. 2025-07

APPLICATION FEE $1000

Filing an application is not a guarantee of approval.

Please provide the following information for the Property Owner/Title Holder:

Name JUSTIN + AMBER HINES
Mailing Address 1954 HEARD BRIDGE RD WAUCHULA FL 33873
Telephone No 863-832-1747

RECEIVED
JUN 18 2025

Property is identified under Parcel I.D./Folio No 17-34-25-0000-05120-0000
Zoning R3 to FR
Future Land Use District ~~FR~~ Town Center
Acres 6

Describe the reasons and circumstances for this application.
(attach separate sheet if needed)
REZONE FROM R3 TO FR. TO ALLOW 4H AND PROSPECT SWINE TO BE KEPT ON PROPERTY.

Requirements

☑ a legal description of the property, including the size of the area in acres;

☑ a description of the proposed rezoning, specifying the goals, objectives and policies of the Comprehensive Plan that it supports and advances;

☑ a detailed map showing the location of the property in the County, existing land use, existing surrounding land uses; existing zoning and boundaries of the zoning district, and the proposed boundaries of the rezoned district;

☑ the location of existing sewer service and potable water facilities to the development site and whether or not the existing facilities will serve the new development;

☑ the functional classification of all roadways that will be impacted by development permitted by the proposed zoning district, with current and estimated future daily traffic volumes;

☑ the location of all public and private streets, driveways and utility easements within and adjacent to the site;

☑ a description of the terrain and the vegetation on the site, including an aerial photograph of the site itself, and in relation to surrounding properties;

☑ an inventory and description of surface water and wetlands; and any floodplains on the site;

☐ other

Hardee County FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT

REZONE

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

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order."

Hardee County Unified Land Development Code Section: 7.4.00

Justin Lee Hines — 6-17-25
ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Amber Hines — 6-17-25
ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

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

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

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Office Use Only

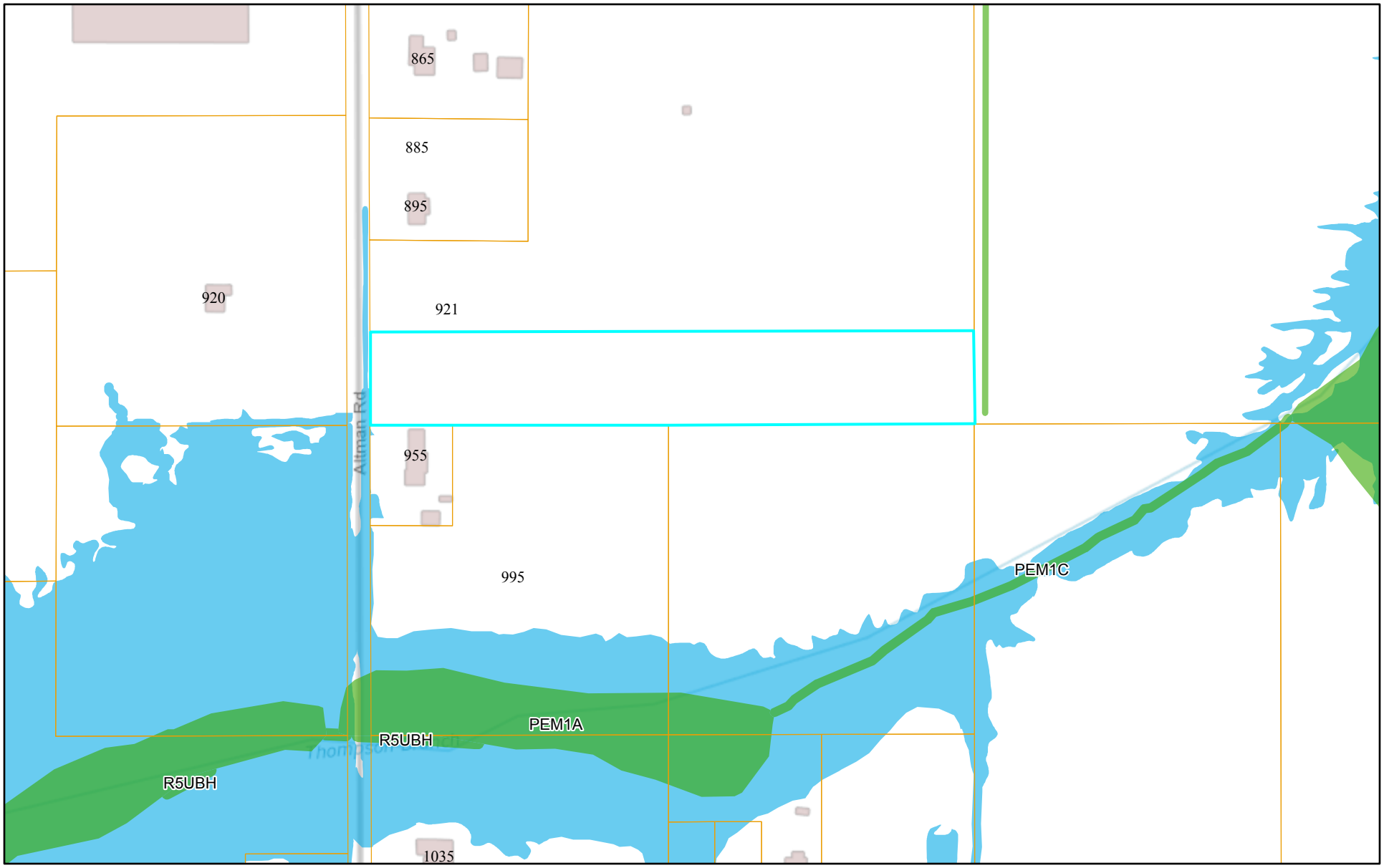
Receipt No. Z000878

$1000.00 — Application Fees
Received By
7/03/25 — Date

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FORM-CMTY DEPT APP-10-2023--REVISED

Wetlands/Flood Map



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Parcels WFS - Parcels

Address Point

National Wetlands Inventory

FEMA Flood Zone

AE,

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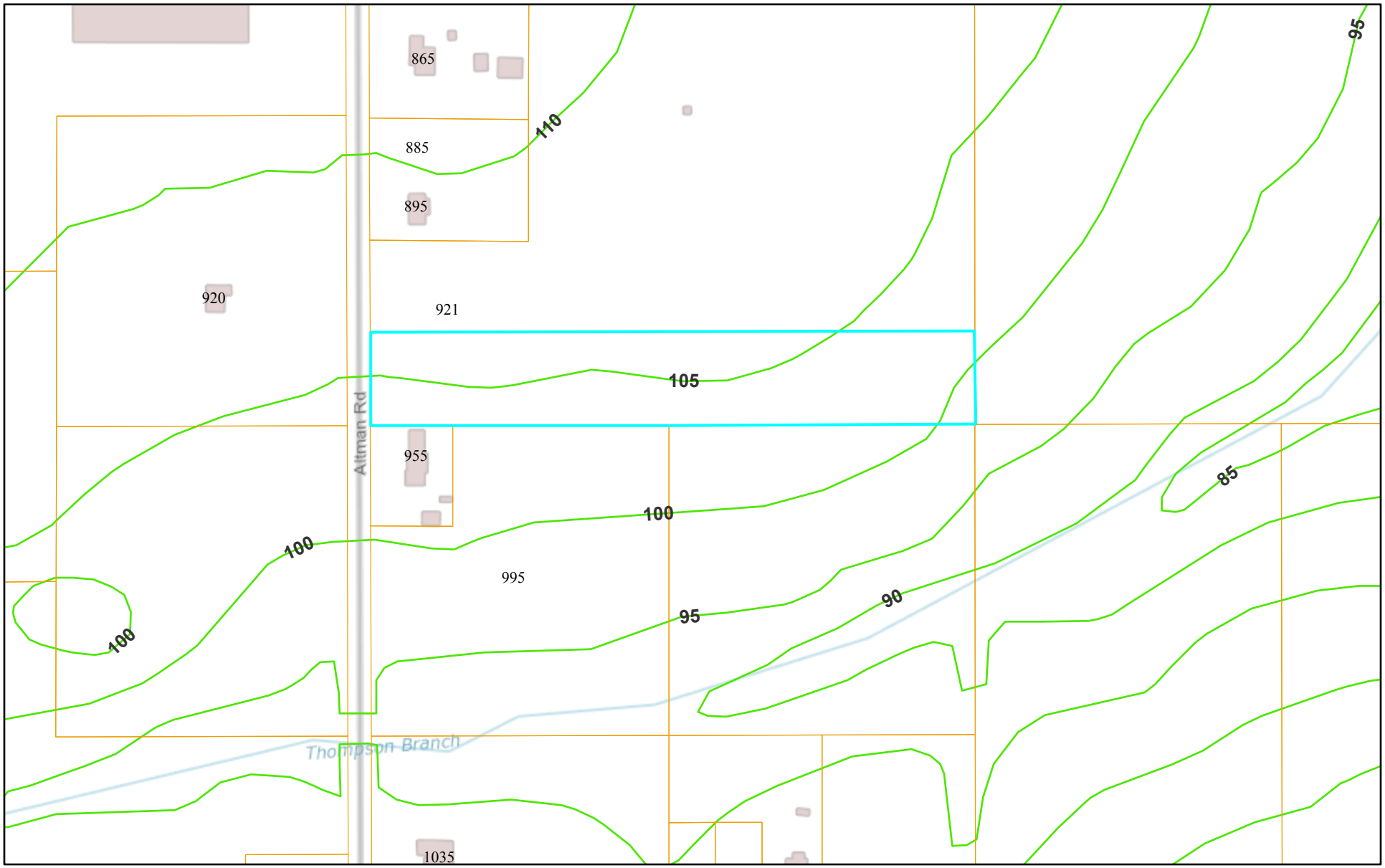
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Elevation Map



8/28/2025, 10:53:10 AM

Parcels WFS - Parcels

Elevations

Address Point

1:3,987

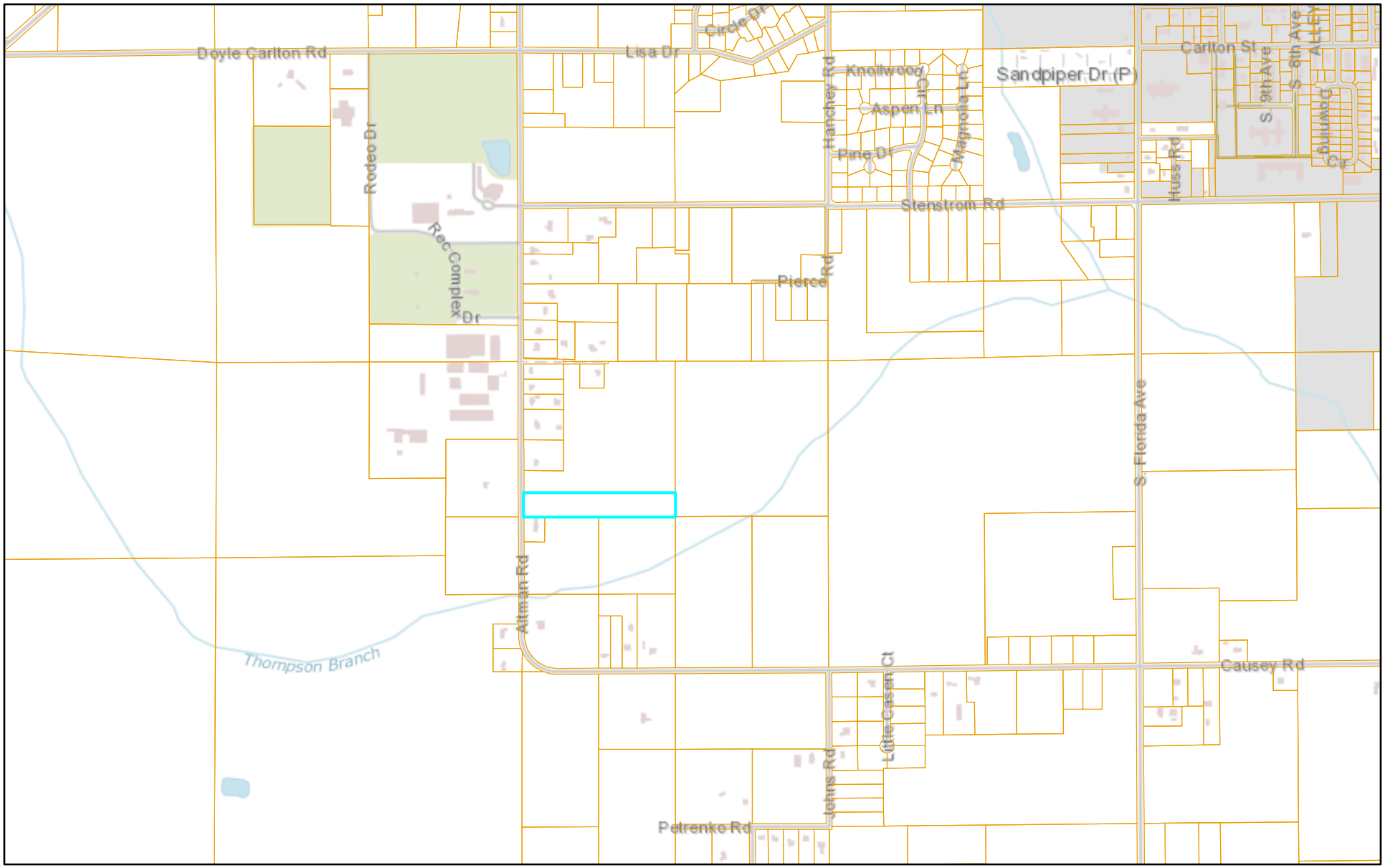
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Utilities Map



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Parcels WFS - Parcels

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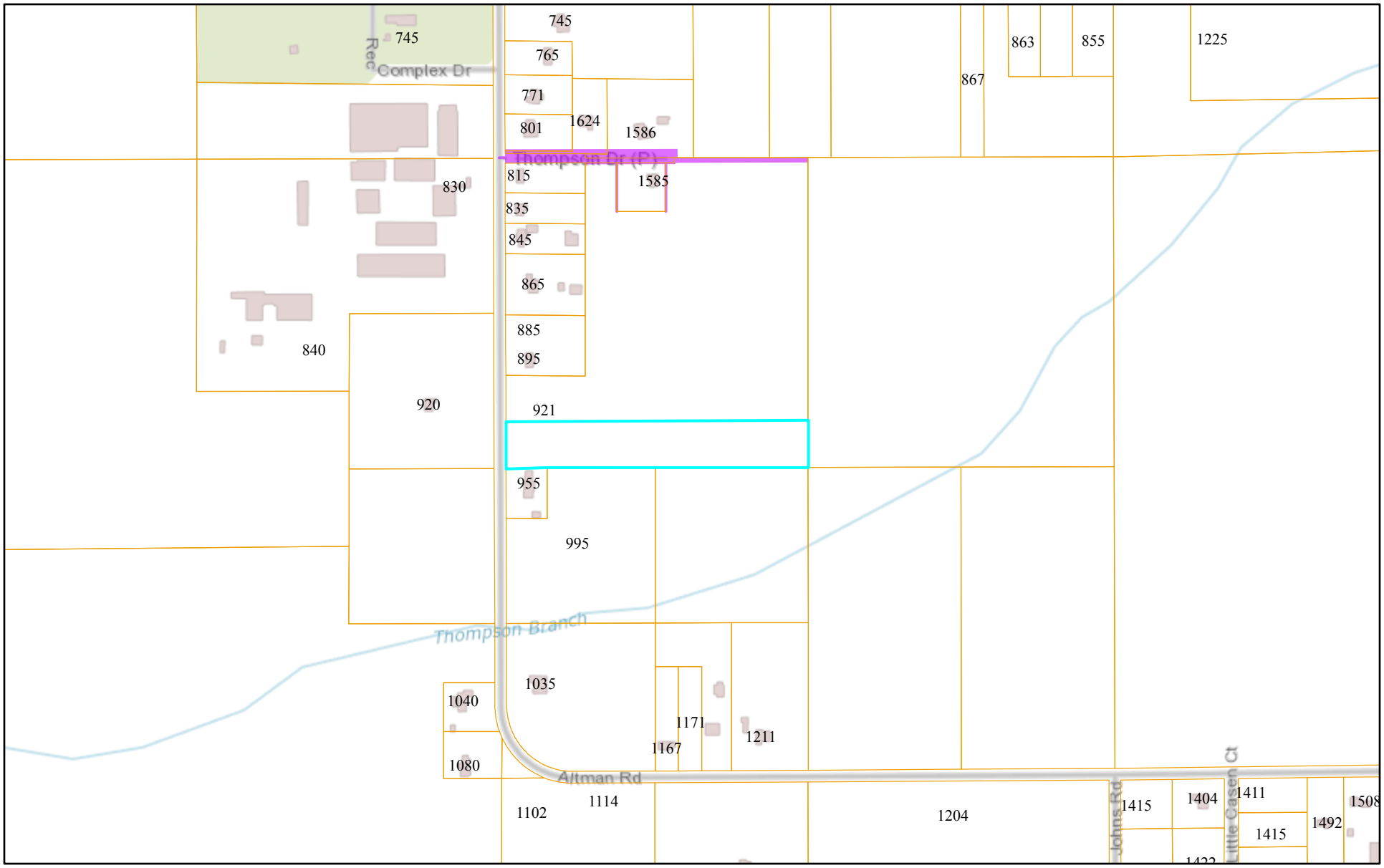
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Esri., Inc., City of Naperville, Illinois

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Recorded Easements



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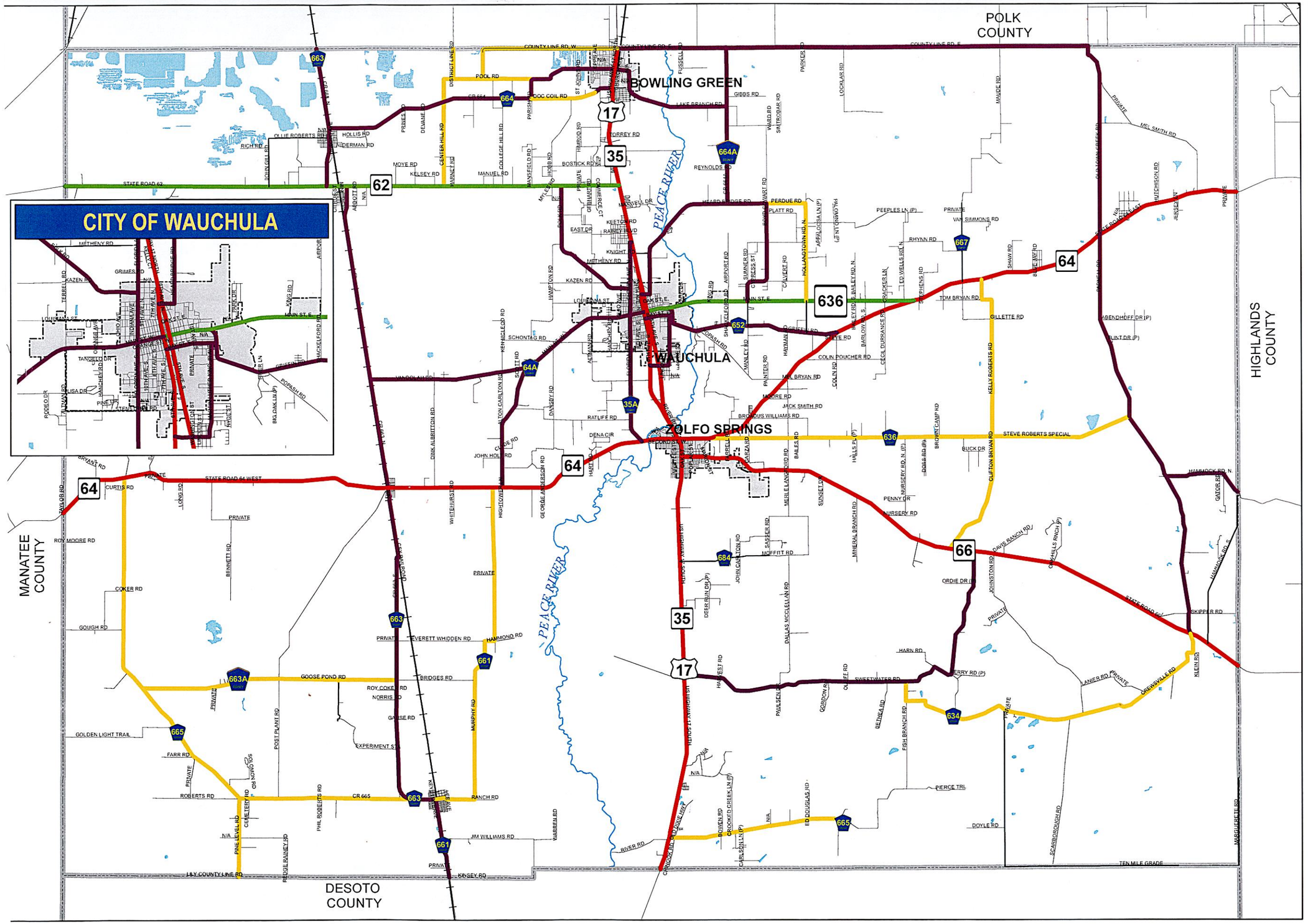
Parcels WFS - Parcels

Easements

Address Point

Hardee County GIS
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HARDEE COUNTY - FUNCTIONAL CLASSIFICATION



Legend

- COUNTY ROAD SYMBOL
- STATE ROAD SYMBOL
- U.S. HWY ROAD SYMBOL
- LOCAL ROADS
- RAILROADS
- COUNTY BOUNDARIES
- CITY BOUNDARIES
- WATER BODIES

FUNCTIONAL CLASSIFICATION

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector

N
W E
S

0 1 2 4
Miles

Adopted
August 7, 2014

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

Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Hardee County Property Appraiser
Hardee County BoCC
FDOT (Florida Department of Transportation)

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ORDINANCE 2025-07
HARDEE COUNTY, FLORIDA

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, AMENDING THE HARDEE COUNTY ZONING MAP WITHIN THE UNINCORPORATED AREA; PROVIDING FOR A REZONING OF APPROXIATMENTELY 6 +/- ACRES FROM MULTIFAMILY RESIDENTIAL (R-3) TO FARM RESIDENTIAL (F-R) IN THE TOWN CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Justin and Amber Hines, hereafter referred to as the "Applicant" has submitted an application to rezone approximately 6 +/- acres from Multifamily Residential (R-3) to Farm Residential (F-R); and

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

WHEREAS, the Hardee County Planning and Zoning Board, after due public notice, held a public hearing on Thursday, September 4, 2025 to consider the request, received the staff report and recommendation for approval, and considered the criteria for approval as contained in the Hardee County Comprehensive Plan and in the ULDC, received public input, and offered a recommendation of approval to the Board of County Commissioners of Hardee County, Florida; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida after due public notice, held a PUBLIC HEARING on November 6, 2025, for **Ordinance 2025-07** to consider the rezoning application to amend the adopted Hardee County Zoning Map and rezone approximately 6 +/- acres from R-3 to F-R zoning, lands being owned by the Applicant, and that are legally described as:

Parcel ID Numbers: # 17-34-25-0000-05120-0000

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

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

WHEREAS, the Board of County Commissioners of Hardee County, Florida has determined that this rezoning would be consistent with the Hardee County Comprehensive Plan as well as the Hardee County ULDC; and

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

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

Section 2. Approval. The currently adopted HARDEE COUNTY ZOING MAP is amended to show the rezoning of approximately 6 +/- acres from Multifamily Residential (R-3) to Farm Residential (F-R) zoning, whose lands are legally described in this Ordinance, and depicted in Exhibit 1 attached hereto.

Section 3. Severability. The provisions of this Ordinance are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

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

INTRODUCED AND PASSED ON FIRST READING, this 6th day of November 2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

APPROVED AND ADOPTED this 4th day of December 2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

_____
Russell Melendy, Chair

ATTEST:

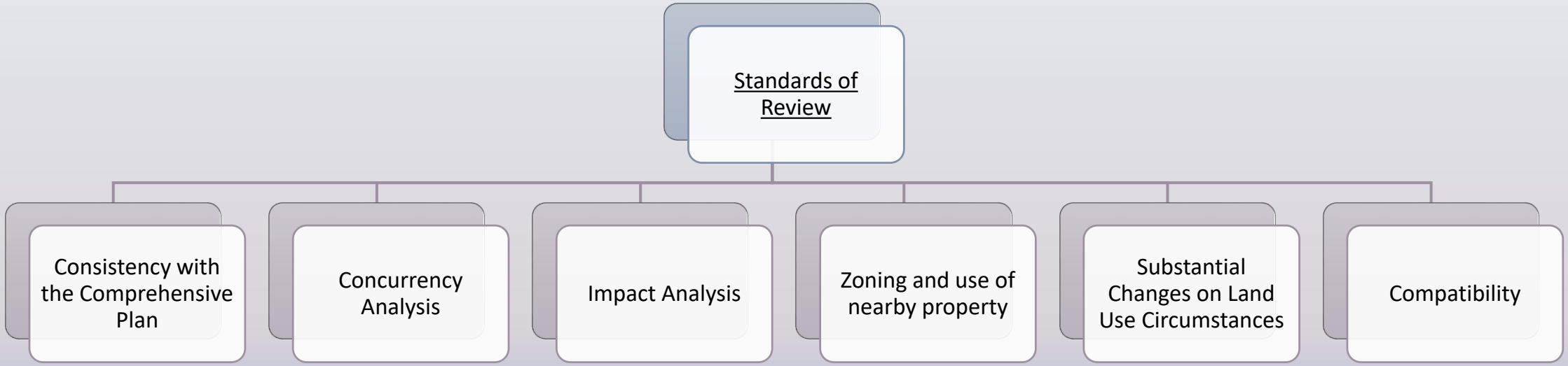
_____
Victoria L. Rogers,
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

REZONING

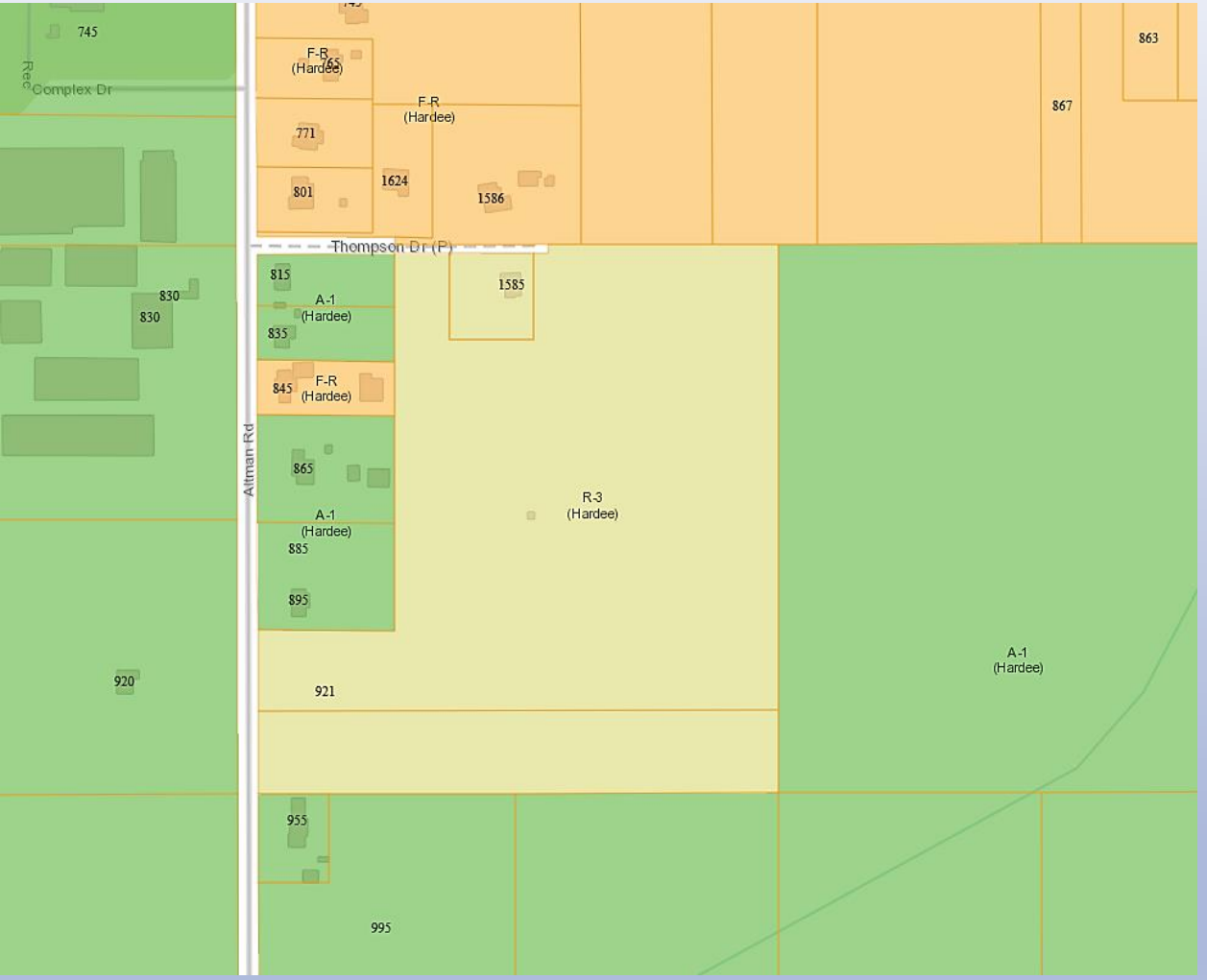
From: Justin & Amber Hines
Location: East side of Altman Rd, South of Civic Center Dr
Request: To rezone 6.0 +/- acres from R-3 (Multifamily Residential) to F-R (Farm Residential)



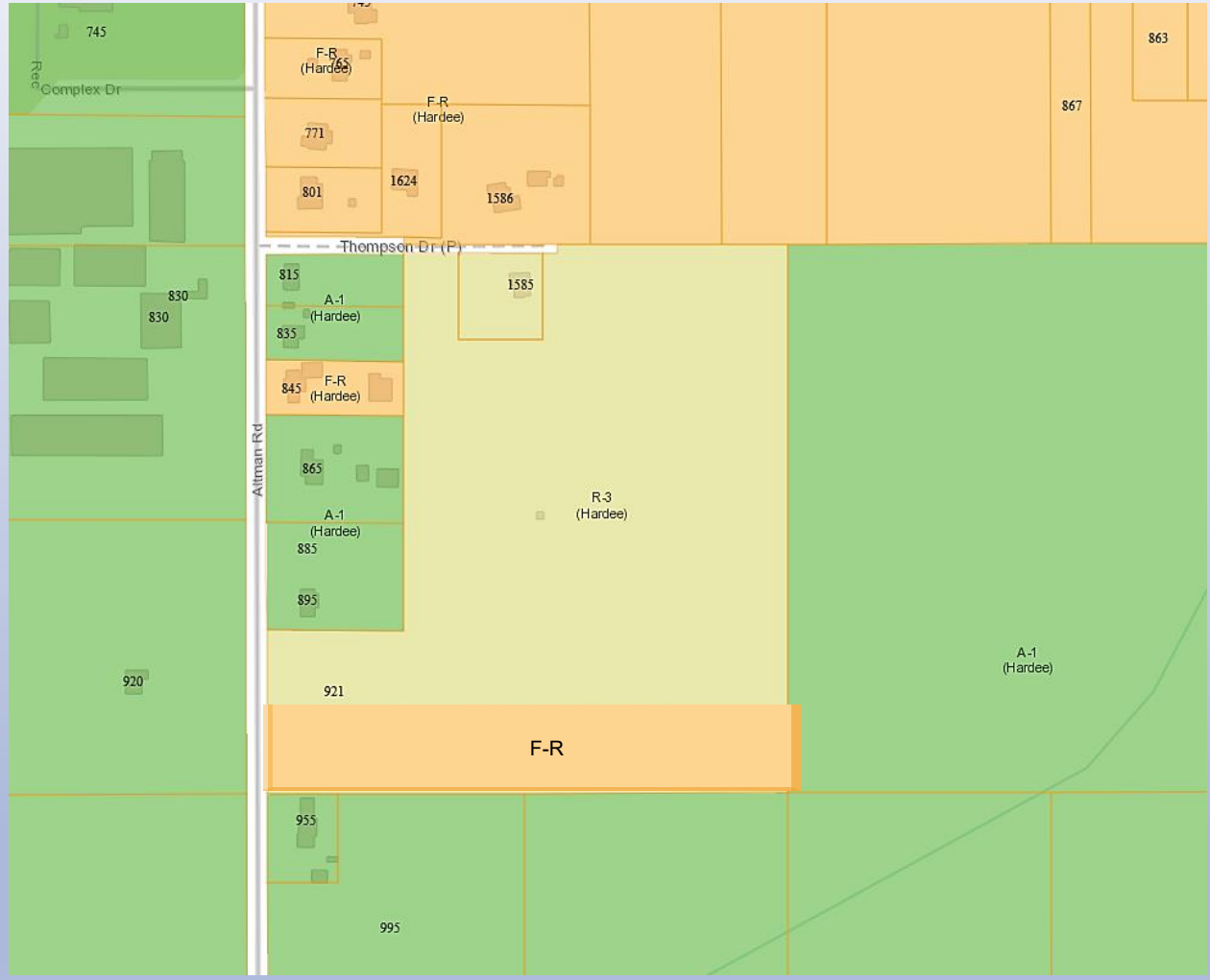
Current Requirements vs. Proposed

Yards:	• The yard area requirements will be similar if not the same as those of the surrounding properties that are zoned A-1, R-3 and F-R.
Setbacks (Minimum):	• F-R Zoning: Front – 30 feet (no change); Rear - 25 ft; Sides - 10 ft. (vs. 20’ in the Rear and 07’ on the Sides in the R-3 district)
Height:	• The maximum height allowed would not change (35’)
Lot Coverage:	• 35% in the F-R zoning district (vs. 40% in the R-3 district)
Impervious Surface Coverage:	• Same as above
Parking:	• The parking requirements would not change. (2.0 parking spaces per dwelling unit)

BEFORE



AFTER



Recommendation

Staff and the P/Z Board recommend **APPROVAL** Ordinance 2025-07, to rezone the 6.0 +/- acre subject parcel, located on the Eastside of Altman Rd, from R-3 (Multifamily Residential) to F-R (Farm Residential)

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2026-01 - Award of RFQ 25-014

SUGGESTED ACTION:

- Motion to approve Resolution 2026-01, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) number 25-014, professional engineering services for stream remediation and stabilization for the eight eligible sites funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program; and authorizing the County Manager or Chair to execute the agreement with the Weiler Engineering Corporation; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo.pdf
Resolution 2026-01 RFQ Award and Agreement WEILER.docx
PSA RFQ Stream Remediation for NRCS EWP Eligible Sites draft 10-3-25.docx
WEC2025Rates.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: RFQ 25-014-Professional Engineering Services for Stream Remediation & Stabilization for the 8 Eligible Sites funded through the NRCS EWP Program under the Hurricane Milton Disaster Event

Date: November 6, 2025

On September 25, 2025, the Hardee County Board of County Commissioners accepted the ranking of qualified firms and authorized the County Manager to enter into negotiations starting with the top-ranked firm, Weiler Engineering Corporation, pursuant to Request for Qualifications No. 25-014 seeking proposals from qualified firms to provide professional engineering services for stream remediation and stabilization for the eight (8) eligible sites funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program under the Hurricane Milton disaster event.

The County Manager has negotiated a fair, competitive, and reasonable agreement with the top-ranked firm, Weiler Engineering Corporation. The hourly rates were reviewed and compared to internal historical rates from previous Hardee County contracts. In addition, the county also utilized the FDOT Negotiations Handbook in reviewing the job classifications for the Weiler consultants assigned to this project to ensure it meets the minimum number of years' experience.

Staff recommend Board approval to authorize the County Manager to execute the agreement with Weiler Engineering Corporation and any renewals provided for in the agreement for the professional engineering services, in an amount not to exceed $211,390.60.

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 25-014 PROFESSIONAL ENGINEERING SERVICES FOR STREAM REMEDIATION AND STABILIZATION FOR THE EIGHT ELIGIBLE SITES FUNDED THROUGH THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS) EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT WITH THE WEILER ENGINEERING CORPORATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2025, the Hardee County (the "County") Board of County Commissioners (the "Board") accepted the ranking of qualified firms pursuant to Request for Qualifications No. 25-014 (the "RFQ") seeking proposals from qualified firms to provide professional engineering services for stream remediation and stabilization for the eight (8) eligible sites funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program under the Hurricane Milton disaster event (the "Services"); and

WHEREAS, the County Manager has negotiated a fair, competitive and reasonable agreement in substantially the attached form (Exhibit "A") with the top-ranked firm, Weiler Engineering Corporation, ("Weiler"); and

WHEREAS, the Board finds that it would be in the best interests of the County to authorize the County Manager to execute the agreement with Weiler and any renewals provided for in the agreement for Services, in substantially the attached form (Exhibit "A"), in an amount not to exceed $211,390.60.

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

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

Section 2. **Approval and Authorization.** That the Hardee County Board of County Commissioners hereby approves and authorizes the County Manager to execute the Agreement with Weiler in substantially the attached form (included and attached hereto as Exhibit "A"), in an amount not to exceed $211,390.60.

Section 3. **Expenditure.** The County Manager is authorized to expend approved budgeted funds in accordance with the executed agreement with Lunz and this Resolution.

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

APPROVED AND ADOPTED this 6th day of November 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HARDEE COUNTY
AND
WEILER ENGINEERING CORPORATION

THIS AGREEMENT (this "Agreement") is made effective as of the 6th day of November 2025 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA,** a political subdivision existing under the laws of Florida, (the "County"), and **WEILER ENGINEERING CORPORATION**, an Apex Company (hereinafter, the "Consultant").

WHEREAS, on November 6, 2025, the County awarded the Consultant a contract for professional engineering services (the "Services"), pursuant to Request for Qualifications No. 25-014 for Professional Engineering Services for stream remediation and stabilization for the eight (8) eligible sites funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program under the Hurricane Milton disaster event ("RFQ No. 25-014") attached as Composite Exhibit "A"; and

WHEREAS, on November 6, 2025, the Board of County Commissioners approved and awarded RFQ No. 25-014 to the Consultant, in an amount not to exceed $211,390.60; and

WHEREAS, the Consultant will perform the Services for the County, as outlined in Exhibit "A" and further described in Consultant's Response (the "Proposal") included as part of Composite Exhibit "A" and incorporated as if set forth herein; and

WHEREAS, the Consultant and County, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "B" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the County desires to engage the Consultant to perform the Services and provide the deliverables as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the County agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.**

   2.1. Consultant shall provide the Services as set forth in Exhibit "A" in accordance with the Proposal incorporated herein by reference (the "Services").

   2.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the County.

   2.3. The Consultant shall abide by the terms and requirements of RFQ No. 25-014, as though fully set forth herein.

3. Term/Commencement Date.

3.1. The term of this Agreement shall be from the Effective Date through two (2) years thereafter, unless earlier terminated in accordance with Subsection 9. Additionally, subject to prior written approval of the parties, this Agreement may be renewed for up to two (2) additional one (1) year periods on the same terms as set forth herein.

3.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the County Manager.

4. Compensation and Payment.

4.1. Compensation for Services provided by Consultant shall be in accordance with the Fee Schedule and in a total amount not to exceed $211,390.60. Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the County, and will be considered as line-item reimbursements, without markup.

4.2. Consultant shall deliver an invoice to the County no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The County shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the County Manager.

5. Subconsultants. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the County Manager, which approval may be granted or withheld in the County Manager's sole and absolute discretion.

6. County's Responsibilities.

6.1. County shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the County, and provide criteria requested by Consultant to assist Consultant in performing the Services.

6.2. Upon Consultant's request, County shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

7. Consultant's Responsibilities; Representations and Warranties.

7.1. The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services for each Project as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to County requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

7.2. The Consultant hereby warrants and represents that at all times during the term of this

Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent Consultant of the County. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to provide **contracted** services.

7.3. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent Consultant of the County. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

7.4. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8. **Conflict of Interest.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the County.

9. **Termination.**

9.1. Termination for Convenience: For and in consideration of $10.00, if the County determines that it is in its best interest to do so, the County may terminate the Contract without cause upon thirty (30) days' written notice to the Consultant. If the County terminates the Contract pursuant to this subsection, Consultant shall promptly submit to the County its costs to be paid on work performed up to the time of termination. If the Consultant has any property belonging to the County in its possession, Consultant shall account for the same and dispose of it as directed by the County.

9.2. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Consultant, if: (1) the Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Consultant fails to perform in the manner called for in the Contract Documents; or (3) the Consultant does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Consultant and its sureties for said breach or default. The Consultant may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Consultant must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach

during the thirty (30) day cure period, Consultant may not terminate the Contract.

9.3. **Non-Appropriation**. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Consultant under this Agreement, the County shall notify Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

9.4. Upon receipt of the County's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the County Manager.

9.5. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the County, in a hard copy and electronic format within ten (10) days from the date of the written notice of termination or the date of expiration of this Agreement.

9.6. In the event of termination by the County, the Consultant shall be paid for all work accepted by the County Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 9.5.

9.7. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

10. **Default.** If Consultant fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Consultant shall fail to perform any material term set forth in the Agreement or if Consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the County may, in accordance with Section 9.2, terminate the services of Consultant, exclude Consultant from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Consultant shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by the County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Consultant. In case the damages and expenses so incurred by County shall exceed monies due Consultant from the County, Consultant shall be liable and shall pay to the County the amount of said excess promptly upon demand therefore by the County. In the event it is adjudicated that the County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the County for convenience as described herein.

11. **Reprocurement Upon Termination.** If this Agreement is terminated by the County for cause, in addition to all other remedies, Consultant shall be liable for all expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Consultant

12. **Insurance.**

12.1. Consultant shall secure and maintain throughout the duration of this agreement

insurance of such types and in such amounts not less than those specified below as satisfactory to County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the County as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subconsultant or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

12.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by County and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

12.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the County is to be specifically included as an Additional Insured for the liability of the County resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

12.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

13. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

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

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the County, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its employees, agents, officers, subconsultants and other persons employed or utilized by Consultant in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Consultant provided services be hereby amended to include the foregoing indemnification. Consultant expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the County is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Consultant against the County and Consultant waives any

entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement, however terminated.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED

16. **Patents and Royalties.** The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the County in such matter.

17. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

19. **Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify, alter or amend the terms or conditions of this Agreement, unless executed with the same formality as this document.

20. **Ownership and Access to Records and Audits.**

    20.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the County. Consultant shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

20.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

20.3. Upon request from the County's custodian of public records, Consultant shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

21. <u>Federally Required Contract Clauses.</u> In the performance of all Services under this Agreement which are subject to State or Federal funding guidelines that require compliance with below included provisions, the Consultant shall adhere to (1) the contract provisions listed under 2 CFR Part 200, Appendix II, as may be amended from time to time. The Consultant shall comply with the following terms and provisions for all Services:

21.1. **Equal Employment Opportunity**. During the performance of this Agreement, the Consultant agrees as follows:

21.1.1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

21.1.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21.1.3. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.1.4. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

21.1.5. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

21.1.6. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.7. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.8. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.9. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the portion of the sentence immediately preceding subsection 28.1 and the provisions of subsections 20.1.1 through 20.1.9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

21.1.10. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

21.1.11. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

21.1.12. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2. **Compliance with the Davis-Bacon Act.** As applicable, during the performance of this Agreement, the Consultant agrees as follows:

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, Consultants are required to pay wages not less than once a week.

21.3. **Compliance with the Copeland "Anti-Kickback" Act.** As applicable, during the

performance of this Agreement, the Consultant agrees as follows:

Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subconsultant as provided in 29 C.F.R. § 5.12.

21.4. Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

21.4.1. Overtime requirements. The Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 21.4.1. of this section the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, the Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 21.4.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 21.4.1. of this section.

21.4.3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in subsection 21.4.2. of this section.

21.4.4. Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in subsections 21.4.1 through 21.4.4. of this section and a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in subsections 21.4.1. through 21.4.4. of this section.

21.5. Rights to Inventions Made under this Agreement.

21.5.1. As applicable, if the Consultant is engaged for the performance of experimental, developmental, or research, the Consultant's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

21.6. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Consultant agrees to comply with the following federal requirements:

21.6.1. *Clean Air Act*.

21.6.1.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

21.6.1.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.1.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.6.2. *Federal Water Pollution Control Act.*

21.6.2.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

21.6.2.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.2.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.7. **Suspension and Debarment.** During the performance of this Agreement, the Consultant agrees as follows:

21.7.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required, and will, verify that neither Consultant, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.7.2. The Consultant will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

21.7.3. Consultant's certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.7.4. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

21.8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Consultant agrees as follows:

21.8.1. The Consultant certifies to the County that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement*.

21.8.2. Consultant will also ensure that each tier of subconsultant(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the County.

21.9. **Procurement of Recovered Materials.** As required by federal program legislation, Consultant agrees to the following:

21.9.1. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

21.9.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

21.9.3. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21.10. DHS Seals, Logos, and Flags. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21.11. Compliance with Federal Law, Regulations, and Executive Orders. The Consultant acknowledges that Federal financial assistance will be used to fund the contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.12. No Obligation by Federal Government. Consultant acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

21.13. Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant actions pertaining to this Agreement.

21.14. Access to Records.

21.14.1. The Consultant agrees to provide the State of Florida, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

21.14.2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

21.14.3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

21.14.4. In compliance with the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

21.15. Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.

21.15.1. Consultant shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

21.15.2. If subcontracts are to be let, the Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.16. Change or Modification. To be eligible for federal assistance under a Federal grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Consultant shall comply with the following:

21.16.1. Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the Federal grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

21.16.2. The County shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

21.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

21.17. Remedies. County confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

21.18. Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Consultant shall agree as follows:

21.18.1. The County and the Consultant must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Consultant shall ensure that the Consultant and its subconsultants do not:

Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component

of any system, or as critical technology of any system;

Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement, can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

21.19. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.20. License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the Consultant shall agree as follows:

The Consultant grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

21.21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

21.21.1. Applicability. This clause is applicable when the Consultant has access to sensitive information or the Consultant's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Consultant, its subconsultants, and Consultant employees (hereafter referred to collectively as "Consultant"). The Consultant shall insert the substance of this clause in all subcontracts.

21.21.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

21.21.2.1. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially

communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Consultant shall include the substance of this clause in all subcontracts at any tier where the subconsultant may have access to Government facilities, sensitive information, or resources.

22. <u>E-Verify Affidavit.</u> In accordance with Section 448.095, Florida Statutes, the County requires all Consultants doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subconsultants; and has executed the required affidavit attached hereto and incorporated herein.

23. **Conflict; Agreement Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of any prior Agreement, the terms and provisions of this Agreement shall control.

24. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

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

26. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the County Manager. The County is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the County's area, circumstances and desires.

27. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. **Independent Consultant.** The Consultant and its employees, volunteers and agents shall be and remain an independent Consultant and not an agent or employee of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

29. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

30. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach

or wrongful conduct.

31. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

33. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

34. **No Affiliation Foreign Country of Concern.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the [Govt] may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

    For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

35. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

36. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective

date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Consultant is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

37. **No Issuance of Identification Documents.** Pursuant to section 166.246, Florida Statutes, Consultant represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

38. **Anti-Human Trafficking.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Consultant certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Consultant will provide to the County an affidavit signed by an officer or representative of Consultant under penalty of perjury attesting that Consultant does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if Consultant is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

39. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

40. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    40.1. First Priority: Base Agreement;

    40.2. Second Priority: Exhibit A – RFQ No. 25-014

    40.3. Third Priority: Exhibit C – Fee Schedule

    40.4. Fourth Priority: Exhibit B – Consultant's Response

41. **Non-Exclusive Agreement.** The County reserves the right to procure or acquire similar Services from another Consultant while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Bryant Miller Olive, P.A.
County Attorney

Addresses for Notice:

Hardee County
Attn: County Manager
412 W. Orange Street, Room 103
Wauchula, FL 33873

863-773-9430 (telephone)
Terry.atchley@hardeecountyfl.gov (email)

Addresses for Notice:

_____
_____
_____
_____

_____
_____

With a copy to:
Hardee County
Attn: County Attorney
412 W. Orange Street, Room 103
Wauchula, FL 33873
sjohnston@bmolaw.com

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with _____, Florida ("_____").

The undersigned, on behalf of _____ ("Consultant"), hereby attests as follows:

A. Consultant, pursuant to Section 287.138, Florida Statues, certifies that (1) Consultant is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Consultant, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Consultant is not organized under the laws of nor has its principal place of business in a foreign country of concern.

B. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

C. For purposes of this affidavit, controlling interest means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

D. This Affidavit is executed by the Consultant accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Consultant access to an individual's personal identifying information.

I, the undersigned, have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of Section 287.138, Florida Statutes may result in civil penalties, prohibition against doing business with any governmental entity of the State of Florida, and the suspension or revocation of all business or professional licenses and certification issued by the State of Florida.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Consultant. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the County.

The undersigned, on behalf of _____ ("Consultant"), hereby attests as follows:

A. Consultant understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Consultant hereby attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Hourly Rate Schedule

Professional 9	$330	CEI Services Manager	$220
Professional 8	$285	CEI Senior Project Administrator	$190
Professional 7	$262	CEI Project Administrator	$172
Professional 6	$230	Contract Support Specialist	$145
Professional 5	$205	Senior Inspector	$132
Professional 4	$187	CEI Inspector III	$119
Professional 3	$170	CEI Inspector II	$110
Professional 2	$145	CEI Inspector I	$98
Professional 1	$135	Compliance Specialist	$108
Technician 6	$188	CEI Inspector's Aide	$80
Technician 5	$160		
Technician 4	$138		
Technician 3	$117		
Technician 2	$92		
Technician 1	$82		
Administrative 3	$108		
Administrative 2	$98		
Administrative 1	$80		
Field Crew: 4-Person	$285		
Field Crew: 3-Person	$245		
Field Crew: 2-Person	$193		
Field Crew: 1-Person	$145		

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Locklar Road Maintenance Agreement
SUGGESTED ACTION:	- Motion to approve the road maintenance agreement between the County and Wauchula AD 1, LLC for Locklar Road in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Agenda Memo.docx
HC Final Road Maintenance Agreement Locklar Road wExhibits.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Locklar Road Maintenance Agreement

Date: November 6, 2025

This memorandum provides a summary of the *Road Maintenance Agreement* between **Hardee County, Florida** (the "County") and **Wauchula AD 1, LLC** (the "Developer"), regarding the construction and maintenance responsibilities for Locklar Road and the replacement of the Little Charlie Creek Bridge.

The Developer plans to operate an **anaerobic digester project** on property owned by Johnson-Hardee Holdings, LLC, located at the end of Locklar Road. The project, approved under Record of Decision No. 25-28, requires access via Locklar Road—a short, unpaved county road with low traffic volumes primarily serving agricultural uses.

Due to increased heavy truck traffic from the project, the existing road and bridge will require structural reinforcement and ongoing maintenance beyond current levels.

Key Provisions

1. Bridge Replacement

- Developer shall **design, permit and construct** a replacement for the existing single-lane wooden bridge over Little Charlie Creek (the "Bridge"), at its sole expense.
- Developer is responsible for all costs, permits, engineering, materials, and construction.
- County retains oversight and must approve design and construction standards.
- During the bridge's temporary closure (approx. 7 days), Developer will **indemnify and hold the County harmless** from claims due to access limitations south of the bridge.

2. Road Maintenance

- Developer will **maintain the designated portion of Locklar Road** as depicted in Exhibit "B," including grading, ditch clearing, mowing, and signage upkeep.
- All costs are borne solely by the Developer.
- County maintains the northern portion of Locklar Road.
- County may assume maintenance if Developer fails to perform after 15 days' written notice.

Emergency Repairs

- County may perform emergency repairs without prior notice if public safety is at risk, notifying Developer within 24 hours.
- Developer reimburses County for costs within 30 days if County performs any work due to Developer's noncompliance.

Legal and Financial Terms

License and Ownership

- Developer's use of County right-of-way is **permissive only**; ownership of all improvements remains with the County.
- No property or easement rights are transferred.

Insurance and Indemnification

- Developer shall maintain:
    - General Liability: $2,000,000 per occurrence / $3,000,000 aggregate
    - Umbrella: $5,000,000
    - Workers' Compensation: $1,000,000
    - Auto Liability: $1,000,000
- County named as an additional insured.
- Developer must indemnify, defend, and hold harmless the County, its officers, and employees against claims arising from Developer's actions, subject to a $2,000,000 limit per §725.06, Fla. Stat.

Performance and Term

- Agreement remains effective as long as the project contributes **>75% of road traffic** (based on AADT).
- If additional users develop along the road, Developer's maintenance share adjusts proportionally.
- Either party may terminate with **180 days' written notice**.

Administrative Provisions

- Agreement to be **recorded** in Hardee County's official records at Developer's expense.
- Venue for any disputes lies exclusively in **Hardee County, Florida**.
- Each party is responsible for its legal costs, with prevailing party entitled to reasonable attorney's fees.
- Agreement may only be modified in writing and executed by both parties.

Conclusion

This Agreement ensures that the **Developer bears the cost and responsibility** for maintaining and upgrading infrastructure impacted by its operations, while protecting the County's interests and taxpayers. It formalizes cooperative maintenance responsibilities and establishes clear standards for performance, indemnification, and dispute resolution. Therefore, staff recommend approval of the Locklar Road Maintenance Agreement.

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (the "Agreement") is entered into on this day of , 2025 by and between **HARDEE COUNTY, FLORIDA** a political subdivision of the State of Florida, with a business address of _____, Wauchula, Florida 33873 (the "County"), and **WAUCHULA AD 1, LLC** with a business address of Wauchula AD 1, LLC, 133 Boston Post Road, Weston, MA 02493 (the "Developer").

RECITALS:

WHEREAS, the Developer intends to operate an anaerobic digester upon property owned by Johnson-Hardee Holdings LLC located at the end of Locklar Road (the "Property") pursuant to a Special Exception and Site Development Plan approved by the County in Record of Decision No. 25-28 on June 19, 2025 (the "Project"); and

WHEREAS, the Developer has authority to enter the Property explicitly through the owner, Johnson-Hardee Holding, LLC and requires the use of Locklar Road for ingress and egress for the same; and

WHEREAS, Locklar Road is a short unpaved county road which has minimal background traffic due to predominately agricultural uses; and

WHEREAS, the operation of the Project requires access by vehicles that exceed recommended weight/loads on existing road/bridge providing access to the property and the continued use by these vehicles will result in increased maintenance requirements; and

WHEREAS, the Project will require semi-truck traffic which will increase the load upon Locklar Road and require maintenance in excess of current needs; and

WHEREAS, in order to offset the direct impacts of the Project on the County road, the Developer has agreed, at its sole expense, to design, permit and construct replacement of the existing single lane wooden bridge crossing Little Charlie Creek as depicted in Exhibit "A" (the "Bridge") and agrees to maintain the portion of Locklar Road as depicted on Exhibit "B" (the "Road") for which it will be the primary user; and

NOW THEREFORE, in consideration of the mutual benefits, conditions, promises, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

2. **Grant of License.** The County hereby grants the Developer a license to construct and maintain the

Bridge Replacement and Road Maintenance as provided for in the attached Exhibits "A" and "B".

3. **Bridge Replacement.** The Developer shall construct and install the Bridge in accordance with all applicable permit requirements, requirements of regulatory agencies, this Agreement, and all applicable governmental standards. The Parties agree that the Developer shall be responsible for obtaining all necessary permits, all design and engineering services, all construction services and any and all other services and materials necessary for the construction or installation of the Bridge. The County shall be consulted throughout the design, construction, and installation of the Bridge. If the County is not satisfied with the design, construction, or installation of the Bridge, the Parties shall work together to resolve the issues, which may ultimately involve mutually terminating this Agreement. In the event that this Agreement is terminated due to dissatisfaction with the Bridge's design, construction, or installation, the Developer shall reimburse the County for the expenses incurred and services rendered up to the time of termination of this Agreement, inclusive of any related professional fees.

    a. **Bridge Inaccessibility**. During the term of the bridge replacement construction it is anticipated that the bridge will be impassible for approximately seven (7) days rendering parcels located to the south along Locklar Road inaccessible to vehicular traffic. During the time period where the bridge is impassible, Developer agrees to indemnify, defend and hold harmless County and its officers and employees from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees resulting from the inaccessibility of parcels relying on access from Locklar Road south of the bridge.

4. **Developer Maintenance**.
    a. **Road Maintenance.** The Developer shall, in appropriate coordination with the County, ~~access and occupy the portion of the public right of way of Locklar Road as depicted in Exhibit "A" to~~ conduct routine maintenance of the ~~Locklar~~ Road ~~right of way including, but not limited to, grading, repairing washouts maintaining drainage structures and mowing.~~ provided as follows:
        i. Maintain vegetation within the right-of-way to prevent encroachment onto the traveled surface maintain proper vehicular site distance;
        ii. Grade the road to maintain a crown, promote positive drainage, minimize washboards, and address shoulder erosion;
        iii. Keep roadside ditches, flow ways and culverts clear of debris, excess vegetation and excessive sedimentation to promote positive drainage
        iv. Maintain roadway signage;
        v. All maintenance expenses are the sole responsibility of the Developer and not eligible for reimbursement by the County, however Developer shall have no obligation to improve the Road beyond its type and design at the time of this Agreement.
    b. **Bridge Maintenance**. The Developer shall, in appropriate coordination with the County, conduct routine maintenance on the bridge over Little Charlie Creek upon completion of replacement. Such maintenance shall include annual inspections performed in accordance with all applicable laws and remediation of any noted deficiencies.
    c. **Existing Bridge Repairs**. Prior to the replacement of the bridge as outlined in

Paragraph ~~2~~3 above the developer agrees to undertake all repairs necessitated by use of the existing bridge to maintain its operational integrity.

d. **Unsatisfactory Maintenance.** The Developer shall maintain the Road and Bridge at their sole cost and expense, in a proper working and safe condition in accordance with the standards set forth above. In the event the Road and Bridge are not in accordance with such standards, the County, upon fifteen (15) days' prior written notice to the Developer notifying the Developer of such unsatisfactory maintenance, shall have the right to maintain the Road and/or Bridge at the expense of the Developer or to pursue any and all remedies available in law or equity, including, but not limited to specific performance.

5. **County Maintenance.** The County shall continue to provide maintenance of the portion of Locklar Road to the north of the area depicted in Exhibit "A". In the event the County materially breaches this Agreement, the Developer, upon fifteen (15) days' prior written notice to the County, shall have the right to pursue specific performance as its sole remedy.

6. **Emergency Repairs.** In the event the County discovers the existence of emergency deficiencies that pose an imminent threat to public safety or adjacent property, the County shall have the right, but not the obligation, to remediate such emergency deficiencies without first notifying the Developer. However the County shall notify the Developer of any such emergency deficiencies within twenty-four (24) hours of discovery, and Developer may assume control of any remedial actions as soon as practicable. The County maintains authority to take any remedial action with respect to the Road and/or Bridge it deems appropriate in the event of an emergency, in its sole discretion.~~.~~

7. **Maintenance and Repair Costs.** In the event the Developer fails to complete the Bridge Replacement in Section 3, Maintenance under Section 4 and/or Emergency Repairs in Section 6 and the County performs work pursuant to this Agreement, the Developer shall reimburse the County for any actual costs incurred by the County for such replacement or repairs within thirty (30) days after written notice from the County. In the event the Developer fails to reimburse the County in accordance with this paragraph, the County shall be entitled to interest on the unpaid amount from the date due until paid, calculated at the highest rate of interest allowed by law.

~~8.~~

8. ~~9.~~ **Permissive Use.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the County's right-of-way resulting from this Agreement shall remain property of the County. Neither the granting of the permission to use the County right- of-way nor the placing of facilities upon the County property shall operate to create or vest any property right to or in the Developer, nor be considered in any way an abandonment or vacating of any right of way interest by the County. Developer shall not acquire any right, title, interest or estate in County right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, Developer's use or maintenance of County right-of-way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

9. **Performance.** Developer shall exercise the rights granted herein and shall otherwise perform

this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time.

10. **Term**. This agreement shall remain in force and effect for as long as the Project remains in operation and it contributes in excess of seventy-five percent (75%) of the traffic load of the Road, as determined by the Average Annual Daily Trips ("AADT") to the subject portion of Locklar Road. Should another development commence operation with access to the subject portion of Locklar Road, then Developer's obligation to provide all maintenance shall be reduced to it's proportionate share of maintenance expense. The proportionate share shall be determined by the AADT generated by the Project divided by the total number of AADT for the Road. AADT shall be determined by a methodology approved by then acting County Engineer of Hardee County.

11. **Indemnification.** To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the County, its elected officials, officers, and employees, from any and all third party liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Developer, its employees, agents, officers, contractors and other persons employed or utilized by Developer on the County Property. Developer expressly agrees that it will not claim, and waives any claim, that this article violates section 725.06, Florida Statutes, or is unenforceable pursuant to section 725.06, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. This indemnification provision shall include claims made by an employee of Developer against the County and Developer waives any entitlement to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall survive the termination of this Agreement however terminated. Developer's obligation to indemnify, defend, and hold harmless shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Notwithstanding the foregoing, the Developer's obligations to indemnify, defend and hold harmless shall be limited to two million dollars ($2,000,000.00). This provision shall survive termination or expiration of this Agreement.

12. ~~13.~~ **Defense.** Subject to the limitations set forth in this section, Developer shall assume control of the defense of any claim asserted by a third party against the County and, in connection with such defense, shall appoint lead counsel, in each case at Developer's expense. The County shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Developer of any of its obligations hereunder. If Developer assumes control of the defense of any third-party claim in accordance with this paragraph, Developer shall obtain the prior written consent of the County before entering into any settlement of such claim. Notwithstanding anything to the contrary herein, Developer shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel

retained by the County and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in good faith judgment of the County, be detrimental in any material respect to the County's reputation; (ii) the third party claim seeks an injunction or equitable relief against the County; or (iii) Developer has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

13. **Liability.** Nothing herein shall be construed to be an admission of liability by either party for any purpose.

14. **Insurance**. Developer shall possess and maintain insurance naming County as an additional insured and insuring County against claims for injury or damage to persons and property and for the loss of life or property that may occur (directly or indirectly) by reason of Developer entering County's right-of-way and such party's performance within the County right-of- way. Insurance can be provided through self-insurance, purchased insurance, or a combination of both. Proof of insurance will be provided using a standard ACCORD form and endorsement. Coverage shall be maintained as follows:

    a. Liability Insurance: One Million Dollars ($1,000,000.00) per occurrence and a general aggregate limit of at Two Million Dollars ($,000,000.00).
    b. Umbrella liability of at least Five Million ($5,000,000.00) per occurrence.
    c. Workers' Compensation Insurance: One Million Dollars ($1,000,000.00) per occurrence.
    d. Automobile Liability Insurance: One Million Dollars ($1,000,000.00) per accident.
    e. Insurance coverages in a-d above shall be deemed as primary coverage.

15. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. **Modifications, Amendments, or Alterations**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This agreement shall initially have a perpetual term but may be terminated by either party on 180 days' written notice.

17. **Entire Agreement**. This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

    This Agreement sets forth the entire agreement among the Parties hereto as to the Bridge Repair, Maintenance and Construction and Road Maintenance and there are no other understandings or

agreements with respect to the Road Maintenance, written or oral, unless set forth herein. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

18. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie solely and exclusively in a state court of competent jurisdiction in and for Hardee County, Florida.

19. **Attorneys' Fees**. In the event of legal action or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

20. **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.

21. **Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

22. **Waiver.** The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

23. **Assignment**. This Agreement may not be assigned without the written consent of the parties.

24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. **Recording.** Upon execution, at the Developer's sole cost, the Developer shall record this

Agreement in the official records of Hardee County, Florida.

26. **Effective Date.** This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

IN WITNESS WHEREOF, the County and Developer have executed this Agreement by their duly authorized representatives.

ATTEST:

HARDEE COUNTY

_____
Name:
Title:_____

By: _____

Printed Name:_____

Title: _____

Date**:**_____

Approved as to form and legal sufficiency:

By: _____
County Attorney

WITNESS 1:

Signature: _____

Printed Name: _____

WITNESS 2:

Signature: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____,2025, by _____[Name] as _____[Title] of Hardee County, FL who is/are personally known to me or who has/have produced _____ as identification.

Notary Public – State of Florida
My commission expires:

WAUCHULA AD 1, LLC

By: _____

Printed Name:_____

Title: _____

Date:_____

WITNESS 1:

Signature: _____

Printed Name: _____

WITNESS 2:

Signature: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____,2025, by _____[Name] as _____[Title] of Wauchula AD 1, LLC who is/are personally known to me or who has/have produced _____ as identification.

Notary Public – State of Florida
My commission expires:

EXHIBIT "A"



NORTH

GRAPHIC SCALE IN FEET
0 300 600 1200

LEGEND

BRIDGE LOCATION

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\LAK_Civil\046681001 - Johnson Farm Site Civil Design\CAD\Exhibits\2025-10-29 - Locklar Road Bridge\LOCKLAR ROAD BRIDGE AERIAL LOCATION.dwg EX-1 - AERIAL LOCATION Oct 29, 2025 5:54pm by Drew.Wishman

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LOCKLAR ROAD BRIDGE

AERIAL LOCATION

SHEET NUMBER
EX-1

EXHIBIT “B”

LEGEND

MAINTENANCE OBLIGATION BOUNDARY

RIGHT-OF-WAY

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300





Drawing name: K:\LAK_Civil\046681001 - Johnson Farm Site Civil Design\CAD\Exhibits\2025-10-29 - Locklar Road Bridge\LOCKLAR ROAD BRIDGE MAINTENANCE OBLIGATION.dwg EX-2 - MAINTENANCE OBLIGATION LIMITS Oct 29, 2025 5:56pm by Drew.Wishmon

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LOCKLAR ROAD BRIDGE

MAINTENANCE OBLIGATION LIMITS

SHEET NUMBER
EX-2

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2026-05 - USDOT Funding Assistance for a Countywide Stormwater Infrastructure Remediation Plan

SUGGESTED ACTION:

- Motion to approve Resolution 2026-05, a Resolution of the Board of County Commissioners of Hardee County, Florida, ratifying the submission of an application for United States Department of Transportation (USDOT) for the development of a stormwater infrastructure remediation plan under the rural and tribal assistance pilot program; approving and authorizing the County Manager or Chair to execute any necessary documents and authorizing acceptance and expenditure of funds in furtherance thereof; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_RTA Grant Application_USDOT.pdf
Hardee County Final RTA Application.pdf
Resolution 2026-05.docx

Hardee County FLORIDA

CAPITAL PROJECTS

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: RFQ 25-014-Professional Engineering Services for Stream Remediation and Stabilization for the 8 Eligible Sites funded through the NRCS EWP Program under the Hurricane Milton Disaster Event

Date: November 6, 2025

Hardee County, FL maintains 65 bridges and 963 known cross drains that provide stormwater conveyance within the County right-of-way. These bridges and cross drains are critical to the stormwater management infrastructure within the County as they provide for the efficient movement of stormwater under County roads while keeping the roads open for traffic during and following flood events. It is imperative that these components function properly and are in sound condition.

The sizes and materials used in the construction of the bridges and cross drains vary widely as do the age of these items. As such, there are multiple stormwater management elements that need maintenance, repair, and or replacement.

To identify, plan for, and prioritize projects necessary to keep these systems functioning properly, a Countywide remediation plan is needed.

This plan will accomplish the following:
1) Evaluate all bridges and cross-drains to assess the condition of each element.
2) Identify remediation measures and costs.
3) Prioritize the remediation projects based on established criteria (i.e. AADT, evacuation route status, local vs. collector roads, detour options, catastrophic failure consequence, cost, funding).
4) Provide a Stormwater Infrastructure Remediation Plan that will be used to plan for the implementation of stormwater projects.

Staff recommends that the Board ratifies submission of the request for USDOT funding under the Rural and Tribal Assistance Pilot Program in the amount of $500,000. This grant opportunity has available funding up to $54.2M and does NOT require a local match. The application submission deadline was October 8, 2025.

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

Rural and Tribal Assistance Pilot Program
Review copy of Online Application Form

**All fields must be completed.*

1. Name and contact information of person for matters involving this application:

First and last name*:

Christopher Simpron, FCCM

Title*:

Assistant County Manager

Phone*:

863-473-4130

Email*:

christopher.simpron@hardeecountyfl.gov

2. Entity name, address, and website:

Organization/Entity Name*:

Hardee County

Address (#, street - no P.O. box numbers)*:

205 Hanchey Road

City*:

Wauchula

State*:

Florida

Zip Code*:

33873

Website address, if applicable:

www.hardeecountyfl.gov/departments-services/public-works/road-bridge/

3. Employer/Taxpayer Identification Number (EIN/TIN)*:

596000632

4. **Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:**

Q11TSMH2P7X6

5. **Enter the congressional district(s) the entity/organization headquarters is in:**

FL 18

Enter the congressional district(s) the project is in*:

FL 18

6. **Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*:** *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A: Eligible Applicants and Section II. E Definition of Rural Areas for qualification.)*

- ☒ A unit of local government or political subdivision seeking to advance a project that is located outside of an urbanized area that has a population of more than 150,000 residents
- ☐ A State seeking to advance a project located outside of an urban area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe sponsoring a project on or impacting their tribal lands
- ☐ The Department of Hawaiian Home Lands to sponsor projects on or impacting Hawaiian Home Lands

7. **Project title*:** *(Descriptive title of project for which you seek funding)*

Stormwater Infrastructure Remediation Planning

8. **Project location*:** Must be listed as either street address, including city and state, or as latitude/longitude. *(Note: For Indian Tribes, the project location does not have to meet the non-urban area requirement.)*

Address (#, street- no P.O. box numbers):

All County roads.

City:

Hardee County

Hardee County

State: Florida

Zip Code: 33834

OR

Latitude:

Longitude:

9. Briefly describe the overall project (no more than 500 words)*: Include project type (i.e., bridge, roadway, transit service), features to be constructed, project schedule, and estimated total project cost..

Hardee County, FL has 65 bridges and 963 known cross drains that provide stormwater conveyance within County right-of-way. These bridges and cross-drains are critical to the stormwater management infrastructure within the County as they provide for the efficient movement of stormwater under County roads while keeping the roads open for traffic during and following flood events. It is imperative that these components function properly and are in sound condition.

The sizes and materials used in the construction of the bridges and cross-drains vary widely as do the age of these items. As such, there are multiple stormwater management elements that are in need of maintenance, repair, and/or replacement. To identify, plan for, and prioritize projects necessary to keep these systems functioning properly, a County-wide remediation plan is needed.

This plan will accomplish the following:
1. Evaluate all bridges and cross-drains to assess the condition of each element;
2. Identify remediation measures;
3. Identify remediation costs;
4. Prioritize the remediation projects based on established criteria (i.e. AADT, evacuation route status, local vs collector roads, detour options, catastrophic failure consequence, cost, funding).
5. Provide a Stormwater Infrastructure Remediation Plan that will be used to plan for the implementation of stormwater projects.

This project is anticipated to take six (6) months to complete.

9a. Estimated total project cost*: $500,000

10. Is the applicant delinquent on any federal debt?*

☐ Yes

☒ No

If yes, explain:

11. Appropriateness of services requested*: *(See Section VI. B. Criterion #1 of the NOFO for your review and evaluation information.)*

a. Please described the activities/advisory services for which you are seeking program funds and how these activities will materially advance your overall project. (no more than 400 words)*

The funds provided through this grant will be used for the engineering evaluation and planning services necessary to prepare the Stormwater Infrastructure Remediation Plan.

The services will consist of:

1. Review of existing bridge reports.
2. Field inspection of all bridges.
3. TV inspection of all cross-drains.
4. Engineering evaluation of inspections and identification of required maintenance, repair, or replacement activities.
5. Preparation of an Engineering Opinion of Probable Construction Cost for each remediation project.
6. Identification of evaluation criteria for project prioritization.
7. Project prioritization and final report.

This report will be used for project planning and funding. Using this report will advance the broader stormwater infrastructure initiative by systematically identifying and prioritizing remediation needs.

b. Requested funds from this program*: $500,000

c. Estimated cost of activities proposed*: $500,000

d. Describe what project-related development activities have been completed, if any. List N/A if none. Examples include: data or information that has been collected or activities conducted that are necessary to complete the activities funded through this Program. (no more than 250 words)*

The County has completed significant preparatory work to support the proposed project. An inventory has been developed of all stormwater bridges and cross-drains servicing the Hardee County roadway network. The inventory consists of the location, size, and material of each cross-drain. The data gathering also included retrieving and reviewing the Florida Department of Transportation inspection report for each existing bridge. This comprehensive dataset ensures accurate planning and prioritization of improvements. These activities have helped to set a strong foundation for future project activities, reducing risk and accelerating implementation.

12. Viability of grant services requested: *(See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)*

a. Please describe the following: Either 1) your organization's experience procuring advisory services or 2) your organization's process for timely hiring of staff (i.e. defined job description, recruitment process). State if you have additional funds available to commit to this effort should grant funding provided prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding

commitment. (no more than 400 words)*

Hardee County has extensive experience procuring both federal and state funded projects. One notable example is the $15,000,000 grant awarded through the Florida Department of Law Enforcement for the development of a new Sheriff's Office and Jail for Hardee County. To support this initiative, Hardee County engaged engineering and architectural consultants to conduct various studies and assessments.

Additionally, Hardee County has actively collaborated with the Florida Department of Transportation on several transportation projects. This coordination highlights the County's ability to manage and procure complex, multi-agency projects.

Should grant funding prove insufficient, the County is proactive in searching for alternative funding opportunities that may fund the project to completion. In the event that additional local funding is needed, Hardee County is prepared to allocate additional resources.

b. Applicants are encouraged to seek bids or quotes, or to estimate the amount of dedicated staff time for the services being requested to demonstrate the reasonableness of the requested funding in this application. **Have you obtained a bid, quote, or estimate for the services requested in this application?***

☑ Yes (to be submitted later if awarded grant)

☐ No (provide statement of how you determined estimated cost of proposed activities)

13. ☒ By checking this box and submitting this application, I certify that the statements contained herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)*

Signature (e-signature is sufficient)*

Date*

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, RATIFYING THE SUBMISSION OF AN APPLICATION FOR UNITED STATES DEPARTMENT OF TRANSPORTATION ("USDOT") FOR THE DEVELOPMENT OF A STORMWATER INFRASTRUCTURE REMEDIATION PLAN UNDER THE RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM; APPROVING AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND AUTHORIZING ACCEPTANCE AND EXPENDITURE OF FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Department of Transportation ("USDOT") provides funding assistance for local or state government on behalf of a project – not in a Census Bureau 2020-designated urban area or in a Census Bureau 2020-designated urban area with a population of 150,000 or less, federally recognized Indian Tribes, and Department of Hawaiian Home Lands under the Rural and Tribal Assistance Pilot Program; and

WHEREAS, Hardee County (the "County") submitted an application for funding assistance to develop a Stormwater Infrastructure Remediation Plan; and

WHEREAS, the Board of County Commissioners (the "Board") finds it to be in the best interests of the County to ratify the submission of the request for USDOT funding assistance for the development of a Stormwater Infrastructure Remediation Plan, to approve and authorize the County to oversee the acceptance and expenditure of the awarded funds, and to approve and authorize the County Manager to execute all necessary documents and to accept and expend funds in furtherance thereof.

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

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

Section 2. **Ratification.** That the Board hereby ratifies submission of the request for USDOT funding assistance for the development of a Stormwater Infrastructure Remediation Plan (Exhibit "A".)

Section 3. **Approval and Authorization Agreement Execution.** That the Board hereby approves and authorizes the County Manager to execute the grant agreement, in substantially the attached form (Exhibit "A") and all additional necessary documents for acceptance of the funds.

Section 4. **Approval and Authorization to Accept and Expend Funds Expenditure.** The Board hereby approves and authorizes the County Manager or Designee to accept and expend the funds in furtherance thereof.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this _6th_ day of _November 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Board Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

AGENDA ITEM NO. 13.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 6, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Manager Non-Consent
AGENDA SECTION:	**COUNTY MANAGER NON-CONSENT**
SUBJECT:	2026 Meeting Schedule
SUGGESTED ACTION:	- Motion to approve the 2026 Hardee County Board of County Commissioners meeting schedule as presented.

ATTACHMENTS:
2026 BOCC Calendar.docx

2026 Hardee County Board of County Commissioners Calendar

Month	BOCC Meeting	BOCC Workshops
January	Thursday, January 15, 2026 @ 8:30am	
February	Thursday, February 5, 2026 @ 8:30 am Thursday, February 19, 2026 @ 8:30am	
March	Thursday, March 5, 2026 @ 8:30am Thursday, March 19, 2026 @ 8:30 am	
April	Thursday, April 2, 2026 @ 8:30am Thursday, April 16, 2026 @ 8:30 am	
May	Thursday, May 7, 2026 @ 8:30am Thursday, May 21, 2026 @ 8:30 am	
June	Thursday, June 4, 2026 @ 8:30am Thursday, June 18, 2026 @ 8:30 am	
July	Thursday, July 16, 2026 @ 8:30am	**Budget –** Tuesday, July 14, 2026 @ 8:30am **Budget** – Wednesday, July 15, 2026 @ 8:30 am
August	Thursday, August 6, 2026 @ 8:30am Thursday, August 20, 2026 @ 8:30 am	
September	Thursday, September 3, 2026 @ 8:30am Thursday, September 24, 2026 @ 8:30 am	**Budget –** Tuesday, September 8, 2026 @ 5:05pm **Budget –** Tuesday, September 22, 2026 @ 5:05 pm
October	Thursday, October 1, 2026 @ 8:30am Thursday, October 15, 2026 @ 8:30 am	
November	Thursday, November 5, 2026 @ 8:30am Thursday, November 19, 2026 @ 8:30 am	
December	Thursday, December 17, 2026 @ 8:30 am	

Hardee County FLORIDA