Hardee County
FLORIDA

AGENDA

Economic Development Authority

ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING

August 26, 2025, at 8:30 AM

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

COMMISSIONERS AND BOARD MEMBERS:

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
Olivia Minshew
Donna Doubleday
Linda Roberson
Pamela Durrance

County Manager Terry Atchley
Clerk Victoria L. Rogers
County Attorney Sarah Johnston
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford

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

2. **CALL TO ORDER**

3. **APPROVAL OF THE AGENDA**

4. **AFFIDAVIT OF PUBLICATION**

   The meeting was advertised in the *Florida Administrative Weekly* and *The Herald-Advocate* on August 21, 2025.

5. **APPROVAL OF MINUTES**

   A. Minutes from the June 17, 2025, meeting for approval

      - Motion to approve the minutes from the June 17, 2025, meeting as presented.

6. **PRESENTATIONS**

   A. **Meredith Durastanti, Hardee County School District -** Mildred & Doyle Carlton Hardee County Recreational Complex Renovation Project Update

   B. **Oliva Minshew, City of Wauchula -** Riverview Heights Loop System Project Update

   C. **Olivia Minshew, City of Wauchula -** Heardbridge Road Loop Project Update

   D. **Linda Roberson, Town of Zolfo Springs -** Wastewater Treatment Facility Improvements Project Update

E. **Pam Durrance, City of Bowling Green -** Water Main Valve Project Update

F. **Sarah Evers & Krystin Chapman, The Development Group -** Project Updates

G. **Christopher Simpron, Assistant County Manager -** Utility Master Plan Project Update

H. **Christopher Simpron, Assistant County Manager -** Water and Wastewater Phase 5 & 6 Project Update

I. **Christopher Simpron, Assistant County Manager -** Wauchula Hills Water & Wastewater Phase 7 Project Update

J. **Christopher Simpron, Assistant County Manager -** Hardee Parks Infrastructure Project Update

K. **Christopher Simpron, Assistant County Manager -** Parks Wifi Project Update

7. BUSINESS AGENDA

A. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Clerk's monthly financial statements for the months ending April 30, 2025; May 31, 2025; June 30, 2025; and July 31, 2025.

- Motion to approve the Clerk's monthly financial statements as presented.

B. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Approval and ratification of vouchers payable dated April 1, 2025, through June 30, 2025, totaling $528,396.38, which includes 16 issued checks numbered 1056 through 1071.

These vouchers payable include reimbursement requests and invoice checks. These were issued in accordance to established procedures and for official purposes. For a detailed list, please see the check register on file in the Clerk's Office in the Accounting Department.

- Motion to approve and ratify the vouchers payable dated April 1, 2025, through June 30, 2025, totaling $528,396.38, which includes 16 issued checks numbered 1056 through 1071.

C. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** request Board approval of the termination of the Grant Agreement between the Hardee County Economic Development Authority and Hardee County Industrial Development Authority for the R.Riveter-32 JOBS (19-15-11) and Budget Amendment BA25-11 for $125,000.00 for the release of funds.

- Motion to approve the termination of the Grant Agreement between the Hardee County Economic Development Authority and Hardee County Industrial Development Authority for the R.Riveter-32 JOBS (19-15-11), Budget Amendment BA25-11 for $125,000.00 for the release of funds, and any other necessary budget amendments.

D. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** request Board approval of Budget Amendment BA25-11 for the line-item transfer for professional service increase.

- Motion to approve Budget Amendment BA25-11 for the line-item transfer for professional

service increase.

E. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Economic Development Authority (EDA) Resolution 2025-02, adopting a budget for Fiscal Year 2025-2026 (General and Recreation).

- Motion to approve Economic Development Authority Resolution 2025-02, adopting a budget for Fiscal Year 2025-2026 (General and Recreation); providing for severability, and providing for an effective date.

F. **Sarah Johnston, County Attorney -** Resolution 2025-01 - EDA Grant Guidelines

- Motion to approve Resolution 2025-01, A Resolution of the Hardee County Economic Development Authority, approving amended infrastructure grant program guidelines to align with the revised purpose of the infrastructure grant program and to provide guidelines and criteria for exceptions to the application requirements; providing for an effective date.

G. **Lorie Ayers, General Services Director -** Countywide Parks Wi-Fi Infrastructure Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for the Countywide Parks Wi-Fi Infrastructure in the amount of $30,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

H. **Lorie Ayers, General Services Director -** Gateway Signs Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for Gateway Signs in the amount of $80,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

I. **Lorie Ayers, General Services Director -** Wauchula Hills Phase 9 Sanitary Sewer Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for the Wauchula Hills Phase 9 Sanitary Sewer project in the amount of $250,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

J. **Pamela Durrance, City of Bowling Green -** Train Depot Improvements Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the City of Bowling Green for the Train Depot Improvement project in the amount of $125,000; authorizing the Chair or County Manager to sign any necessary documents in furtherance thereof.

K. **Olivia Minshew, City of Wauchula -** Heard Bridge Road Watermain Loop Project Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the City of Wauchula effective October 1, 2025, for the Heard Bridge Road Watermain Loop Project in the amount of $1,000,000 and authorization for the Chair or County Mangar to sign any necessary documents in furtherance thereof.

L. **Linda Roberson, Town of Zolfo Springs -** Town of Zolfo Springs Water Treatment Plant Expansion Grant Agreement

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Town of Zolfo Springs effective October 1, 2025, for the Water Treatment Plant Expansion project in the amount of $300,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

8. ADJOURNMENT

AGENDA ITEM NO. 5.A

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Minutes for Approval
AGENDA SECTION:	**APPROVAL OF MINUTES**
SUBJECT:	Minutes from the June 17, 2025, meeting for approval
SUGGESTED ACTION:	- Motion to approve the minutes from the June 17, 2025, meeting as presented.

ATTACHMENTS:
6.17.25 Meeting Minutes.docx

Hardee County
FLORIDA

MINUTES

Economic Development Authority

ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING

June 17, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	**Present**	
Noey A. Flores	Commissioner	**Present**	
E. Donald Chancey, Jr.	Commissioner	**Present**	
Russell A. Melendy	Chairman	**Present**	
Kenneth A. Miller	Commissioner	**Present**	
Donna Doubleday	Board Member	**Present**	
Linda Roberson	Board Member	**Present**	
Pamela Durrance	Board member	**Present**	
Olivia Minshew	Board Member	**Present**	
Terry Atchley	County Manager	**Present**	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	**Absent**	
Sarah Johnston	County Attorney	**Present**	
Holly Smith	Administrative Services Manager	**Present**	
Brandy Crawford	Executive Assistant	**Present**	

Chair Melendy called the meeting to order at 8:31 a.m.

3. APPROVAL OF THE AGENDA

Chair Melendy opened for a motion to approve today's agenda.

Motion by Commissioner Flores and second by Commissioner Chancey to approve today's agenda.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, Miller, Doubleday, Roberson, Durrance, and Minshew

4. AFFIDAVIT OF PUBLICATION

Chair Melendy announced the meeting was advertised in the *Florida Administrative Weekly* and *The Herald-Advocate* on June 12, 2025.

5. APPROVAL OF MINUTES

A. Approval of minutes from the April 29, 2025, meeting.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Wells and second by Commissioner Flores to approve the minutes from April 29, 2025.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, Miller, Doubleday, Roberson, Durrance, and Minshew

6. BUSINESS AGENDA

A. EDA Financial Statements and Independent Auditor's Report Year Ended September 30, 2024, Presentation:

Ms. Julie S. Fowler, CPA, MAcc, Signing Director, CliftonLarsonAllen, LLP, presented the financial statements and independent auditor's report for fiscal year ending September 30, 2024.

Motion by Commissioner Flores and second by Board Member Minshew to accept and approve the presented EDA Financial Statements and Independent Auditor's Report Year Ended September 30, 2024.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, Miller, Doubleday, Roberson, Durrance, and Minshew

B. Clerk's monthly financial statements for the months ending April 30, 2025, and May 31, 2025:

Clerk of Courts Accounting Manager, Lindsey Barwick, was not present for the meeting. This item was tabled until the next meeting.

C. Hardee County School District Recreation Grant Agreement - Modification Number 4:

Ms. Meredith Durastanti, Hardee County School District, requested Board approval of Modification Number 4 to Recreation Grant Agreement between the Hardee County Economic Development Authority (EDA) and the Hardee County School District, extending the Hardee County School District - Recreation Complex (19-15-13) Grant Award Agreement, dated June 23, 2020, until completion of the project and payment of all outstanding amounts.

Motion by Board Member Minshew and second by Commissioner Miller to approve Modification Number 4 to the Hardee County School District - Recreation Complex (19-15-13) Grant Agreement, extending the recreation grant agreement until completion of the project and payment of all outstanding amounts.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, Miller, Doubleday, Roberson, Durrance, and Minshew

D. Town of Zolfo Springs - Water Treatment Plant Expansion:

Board Member Roberson presented the Town of Zolfo Springs' grant application for the water treatment plant expansion. Ms. Roberson explained the project will be used to complete planning and design improvements to increase the town's water treatment plant capacity to enhance finished water delivery capacity. This will enhance the town's capabilities to provide larger fire flow capacity for existing and new developments.

E. City of Bowling Green - Train Depot Improvements:

Board Member Durrance introduced Roger Homann, PE with Pennoni who provided an overview of the improvement projects. The proposed project includes design and construction of an ADA compliant restroom, installation of ADA complaint sidewalks and ramps, interior painting and exterior upgrades to restore curb appeal and historic appearance.

F. City of Wauchula - Heard Bridge Road Watermain Loop Project:

Board Member Minshew introduced City of Wauchula Deputy City Manager, John Eason to provide an overview of the Heard Bridge Road Watermain Loop Project. Mr. Eason explained this grant would provide funding for the construction of waterlines along the Heard Bridge Road and REA Road corridor as well as construction engineering and inspections.

G. City of Wauchula - Riverview Heights Watermain Loop Project:

Board Member Minshew introduced City of Wauchula Deputy City Manager, John Eason to provide an overview of the Riverview Heights Watermain Loop Project. Mr. Eason explained this grant would provide funding for the construction of waterlines throughout the corridor as well as construction engineering and inspections.

H. Hardee County Water and Wastewater Expansion Project 9:

Capital Projects Manager, Bobby Keene, and General Services Director, Lorie Ayers provided an overview of the water and wastewater expansion project 9. Mr. Keene explained the grant will provide funding for professional engineering services for the construction of a sanitary sewer lift station, sanitary sewer gravity system expansion, sewer services and other appurtenances. The improvements are located within Bostick Road between US Route 17 right-of-way and Barkdoll Road and Barkdoll Road between Bostick Road and State Road 64.

I. Hardee County Parks' Wi-Fi:

Capital Projects Manager, Bobby Keene, and General Services Director, Lorie Ayers provided an overview of the parks WiFi grant application. Mr. Keene explained during the 2024 EDA grant cycle; we were awarded $125,000 for this project. When bids were received, the total cost for the project was $155,000. We are requesting the additional $30,000 in funding to complete the project.

J. County Gateway Signs:

Assistant County Manager, Doug Baber and Parks, Recreation & Marketing Manager, Lacey Webb provided an overview of the gateway signs grant application. This funding will support the design and installation of new gateway and wayfinding signage at key entrances and strategic points throughout the county.

Chair Melendy recessed the meeting at 10:09 a.m.
Chair Melendy reconvened the meeting at 10:20 a.m.

K. Board Project Ranking and Approval:

Chair Melendy

County Attorney Johnston advised the Board's ranking of the projects falls under the Florida Sunshine Law, if the results were not read into the record, then ballot would then be considered a "secret ballot," and there is an Attorney General's Opinion that expressly prohibits secret ballots.

Commissioner Flores suggested each Board member read their own ranking data and take the time to provide any comments concerning each Board member's thought process.

Board Member Durrance – Town of Zolfo Springs (1), City of Wauchula – Heard Bridge (2), City of Bowling Green Train Depot (3), Wauchula Hills Phase 9 (4), Riverview Heights (5), Gateway Signs (6), and Parks Wi-Fi (7)

Board Member Roberson – Wauchula Hills Phase 9 (1), Town of Zolfo Springs (2), City of Wauchula – Heard Bridge (3), City of Bowling Green Train Depot (4), Parks Wi-Fi (5), Riverview Heights (6), Gateway Signs (7)

Board Member Doubleday – Riverview Heights (1), Town of Zolfo Springs (2), Wauchula Hills Phase 9 (3), City of Wauchula – Heard Bridge (4), City of Bowling Green Train Depot (5), Parks Wi-Fi (6), Gateway Signs (7)

Commissioner Wells – Town of Zolfo Springs (1), City of Bowling Green Train Depot (2), Wauchula Hills Phase 9 (3), Parks Wi-Fi (4), Gateway Signs (5), Riverview Heights (6), City of Wauchula – Heard Bridge (7)

Commissioner Flores – City of Wauchula – Heard Bridge (1), Town of Zolfo Springs (2), Wauchula Hills Phase 9 (3), Parks Wi-Fi (4), Riverview Heights (5), City of Bowling Green Train Depot (6), Gateway Signs (7)

Commissioner Melendy – Wauchula Hills Phase 9 (1), Town of Zolfo Springs (2), Gateway Signs (3), Parks Wi-Fi (4), City of Wauchula – Heard Bridge (5), City of Bowling Green Train Depot (6), Riverview Heights (7)

Commissioner Chancey – City of Wauchula – Heard Bridge (1), Wauchula Hills Phase 9 (2), Parks Wi-Fi (3), Town of Zolfo Springs (4), City of Bowling Green Train Depot (5), Gateway Signs (6), Riverview Heights (7)

Commissioner Miller – City of Wauchula – Heard Bridge (1), Wauchula Hills Phase 9 (2), Parks Wi-Fi (3), Town of Zolfo Springs (4), City of Bowling Green Train Depot (5), Gateway Signs (6), Riverview Heights (7)

Board Member Minshew – City of Wauchula – Heard Bridge (1), Wauchula Hills Phase 9 (2), Town of Zolfo Springs (3), Riverview Heights (4), City of Bowling Green Train Depot (5), Gateway Signs (6), Parks Wi-Fi (7)

Chair Melendy called for a motion.

Motion by Commissioner Flores to fund the Town of Zolfo Springs for Water Treatment Plant Expansion in the amount of $300,000.00.

Motion failed for a lack of a second.

County Manager Atchley questioned whether individual motions for each project was necessary. County Attorney Johnston advised the funding of the projects could be completed with one motion and questioned whether the agreements would be coming back before the Board. County Manager Atchley confirmed another meeting would be scheduled for Board approval of the grant agreements and the grants agreements would be dated with a beginning date of October 1, 2025.

Chair Melendy questioned whether the wording of the motion could include the wording "not to fund" the Riverview Heights Water Main Loop. County Manager Atchley advised Clerk Rogers would need a motion from the Board stating a

project has been funded, which provide authorization for funds to be expended. Board Member Minshew noted caution was needed due to some of the amounts having changed from the original application amount and thought it would be easier to state each of the amounts.

Motion by Commissioner Chancey and second by Commissioner Wells that the City of Bowling Green is funded at $125,000.00, the Heard Bridge Road Water Main Loop for the City of Wauchula is funded at $ 1 million, the Water Treatment Plan Expansion for the City of Zolfo is $300,000.00, the Wauchula Hills Phase 9 for the County is at $250,000.00, the Countywide Park Wi-Fi is at $30,000.00, Hardee County Gateway Signs is $80,000.00, and the only thing not funded is the City of Wauchula Riverview Heights Water Main Loop.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, Miller, Doubleday, Roberson, Durrance, and Minshew

7. ADJOURNMENT

With no further business, the meeting was adjourned at 10:35 a.m.

X

Russell A. Melendy, Chair
Economic Development Authority Board

AGENDA ITEM NO. 6.A

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Meredith Durastanti, Hardee County School District -** Mildred & Doyle Carlton Hardee County Recreational Complex Renovation Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Mildred & Doyle Carlton Hardee Co Rec Complex.pdf

PROJECT STATUS REPORT

Project NAME: Mildred and Doyle Conley Project Number: 1975-13

Hardee County Recreational Complex Renovation Project

PROJECT ELEMENTS	WORK ACCOMPLISHED	% COMPLETED
Renovation of pool / complex	Epoxy Surface Work	75%
	pool Deck Drains	100%

PROBLEMS ENCOUNTERED/COMMENTS

- Epoxy surface work - It rained after this work has completed. Will be fixed in August. Right now, the pool is used everyday and contractor cannot get in to fix surface work.
- Company we used for shade cloths went out of business. Found another company + works with them to get shade cloth (10 x 20) then installed in pool soon.
- Lights for pool have been ordered. Hope to have

Period Covered
(Check Appropriate Period)

___	January through March	:	Due April 15th
✓	April through June	:	Due July 15th
___	July through September	:	Due October 15th
___	October through December	:	Due January 15th

School District Agreement Administrator: Mechelle Dunkle 7/8/2025
Signature Date

AGENDA ITEM NO. 6.B

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Oliva Minshew, City of Wauchula -** Riverview Heights Loop System Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Riverview Heights.pdf

PROJECT STATUS REPORT

Project NAME: REPLACE WATERMAINS IN RIVERVIEW HEIGHTS AND LOOP SYSTEM

Project Number: 24-23-06

PROJECT ELEMENTS	WORK ACCOMPLISHED	30 % COMPLETED

WORKED ON 30% WATER MAIN DESIGN, WETLAND/OTHER SURFACE WATER DESIGNATIONS, AND SUE TESTHOLES, FINISHED SURVEY.

TASKS PLANNED NEXT PERIOD: WORK ON 60% DESIGN DRAWINGS.

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

____	January through March	:	Due April	15th
X	April through June	:	Due July	15th
____	July through September	:	Due October	15th
____	October through December	:	Due January	15th

Business Agreement Administrator: Olivia Minshew 7/11/25
Signature Date

AGENDA ITEM NO. 6.C

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Olivia Minshew, City of Wauchula -** Heardbridge Road Loop Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Heard Bridge.pdf

PROJECT STATUS REPORT

Project NAME: Heardbridge Rd Loop Project Number: 24-23-05

PROJECT ELEMENTS WORK ACCOMPLISHED 30 % COMPLETED

PREPARED PRELIMINARY ALIGNMENT, WORKED ON 30% WATER MAIN DESIGN, WETLAND/OTHER SURFACE WATER DESIGNATIONS, AND CONTINUED WORKING ON SURVEY.

TASKS PLANNED NEXT PERIOD:
CONTINUE WITH SURVEY, WORK ON 30 % DESIGN, AND SELECT LOCATIONS FOR TEST HOLES.

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

____	January through March	:	Due April	15th
X	April through June	:	Due July	15th
____	July through September	:	Due October	15th
____	October through December	:	Due January	15th

Business Agreement Administrator: Olivia Mimbrew 7/11/25
Signature Date

AGENDA ITEM NO. 6.D

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Linda Roberson, Town of Zolfo Springs -** Wastewater Treatment Facility Improvements Project Update
SUGGESTED ACTION:	

AGENDA ITEM NO. 6.E

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Pam Durrance, City of Bowling Green -** Water Main Valve Project Update
SUGGESTED ACTION:	

AGENDA ITEM NO. 6.F

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Sarah Evers & Krystin Chapman, The Development Group** - Project Updates
SUGGESTED ACTION:	

AGENDA ITEM NO. 6.G

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Utility Master Plan Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Utility Master Plan.pdf

PROJECT STATUS REPORT

Project NAME: W-WH Utility Master Plan

Project Number: 24-23-01

PROJECT ELEMENTS | WORK ACCOMPLISHED | 10 %COMPLETED

- Bid went to the board on April 17, 2025. The board approved for the County Manager to go into negotiations for ranking number one, Jacobs Engineering.

PROBLEMS ENCOUNTERED/COMMENTS

N/A

Period Covered
(Check Appropriate Period)

	January through March	Due April	15th
x---	April through June	Due July	15th
---	July through September	Due October	15th
---	October through December	Due January	15th

County Agreement Administrator: Bobby Keene (Jul 9, 2025 15:15 EDT) 09/07/2025

Signature Date

document

Final Audit Report 2025-07-09

Created:	2025-07-09
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd0fQBreXcCp-GX8YqIcF4D4sBTwswwaI

"document" History

Document created by Courtney Barringer (courtney.barringer@hardeecounty.net)
2025-07-09 - 7:04:20 PM GMT

Document emailed to bobby.keene@hardeecountyfl.gov for signature
2025-07-09 - 7:04:23 PM GMT

Email viewed by bobby.keene@hardeecountyfl.gov
2025-07-09 - 7:15:10 PM GMT

Signer bobby.keene@hardeecountyfl.gov entered name at signing as Bobby Keene
2025-07-09 - 7:15:40 PM GMT

Document e-signed by Bobby Keene (bobby.keene@hardeecountyfl.gov)
Signature Date: 2025-07-09 - 7:15:42 PM GMT - Time Source: server

Agreement completed.
2025-07-09 - 7:15:42 PM GMT

AGENDA ITEM NO. 6.H

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Water and Wastewater Phase 5 & 6 Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Phase 5&6 Water & Wastewater.pdf

PROJECT STATUS REPORT

Project NAME: EDA W/WW Phase 5&6 Project Number: 19-15-08

PROJECT ELEMENTS WORK ACCOMPLISHED 90%COMPLETED

- Purchased and received residential pump station and associated hardware. Stored at the County Utilities Department
- Acquired quotes from multiple vendors for the installation of a residential lift station and required plumbing and piping along the right of way of Mott Rd. to connect to the county sewer collection system.
- Awarded vendor and issued a Purchase Order
- Vendor is working with the Planning department and the property owner to acquire appropriate permitting for the project.
- Vendor ordered and awaiting delivery of piping and components needed for connection to the county sewer collection system.
- Start of installation pending contactor availability of scheduling.

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

	January through March	Due April 15th
X---	April through June	Due July 15th
---	July through September	Due October 15th
---	October through December	Due January 15th

County Agreement Administrator: Bobby Keene (Jul 9, 2025 15:16 EDT) 09/07/2025

Signature Date

document

Final Audit Report 2025-07-09

Created:	2025-07-09
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
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Document emailed to bobby.keene@hardeecountyfl.gov for signature
2025-07-09 - 7:07:32 PM GMT

Email viewed by bobby.keene@hardeecountyfl.gov
2025-07-09 - 7:15:55 PM GMT

Signer bobby.keene@hardeecountyfl.gov entered name at signing as Bobby Keene
2025-07-09 - 7:16:25 PM GMT

Document e-signed by Bobby Keene (bobby.keene@hardeecountyfl.gov)
Signature Date: 2025-07-09 - 7:16:27 PM GMT - Time Source: server

Agreement completed.
2025-07-09 - 7:16:27 PM GMT

AGENDA ITEM NO. 6.I

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Wauchula Hills Water & Wastewater Phase 7 Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Phase 7 Granicus.pdf

AGENDA ITEM NO. 6.J

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Hardee Parks Infrastructure Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Hardee Parks Infrastructure.pdf

PROJECT STATUS REPORT

Project Name Hardee Parks Infrastructure

Project Number 22-20-04

PROJECT ELEMENTS	WORK ACCOMPLISHED	60 %COMPLETED
Stage 1 Design and Planning		60%

- Conducted 4 Progress meetings with the Architect and Site Engineer.
- Nearing 60% completion of Phase I of the project.
- Held DRC with the County Planning Department and Town of Zolfo.
- Received initial Site engineering plans. County staff provided inputs for value engineering to reduce construction costs.
- Received the Opinion of Probable Cost for construction from the site engineer.
- Received and approved the Bathhouse design.
- Executed Order/Procurement Paperwork for CXT Prefabricated bathhouse for Phase I of project.
- Started permitting process with Planning Department
- Started Permitting and Easement documentation with PreCo. Utility company for building electrical Service.
- At the last progress meeting discussed and decided on prefabricated building designs from CXT for Phases II and III of the project for architectural design.

PROBLEMS ENCOUNTERED/COMMENTS

Due to the cost increase of construction and materials we will be requesting additional funding and present the new design plans.

Period Covered

(check Appropriate Period)

___ January through March: Due April 15th

_X_ April through June: Due July 15th

___ July through September: Due October 15th

____ October through December: Due January 15th

County Agreement Administrator Bobby Keene Bobby Keene (Jul 9, 2025 15:14 EDT)

Signature

09/07/2025

Date

Parks - QSR PE 2025-0630

Final Audit Report 2025-07-09

Created:	2025-07-09
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAACQt1rjwLYicdl_A4IyVm_dv9baNHk5Lc

"Parks - QSR PE 2025-0630" History

Document created by Courtney Barringer (courtney.barringer@hardeecounty.net)
2025-07-09 - 7:00:28 PM GMT

Document emailed to bobby.keene@hardeecountyfl.gov for signature
2025-07-09 - 7:00:31 PM GMT

Email viewed by bobby.keene@hardeecountyfl.gov
2025-07-09 - 7:14:23 PM GMT

Signer bobby.keene@hardeecountyfl.gov entered name at signing as Bobby Keene
2025-07-09 - 7:14:49 PM GMT

Document e-signed by Bobby Keene (bobby.keene@hardeecountyfl.gov)
Signature Date: 2025-07-09 - 7:14:51 PM GMT - Time Source: server

Agreement completed.
2025-07-09 - 7:14:51 PM GMT

AGENDA ITEM NO. 6.K

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Parks Wifi Project Update
SUGGESTED ACTION:	

ATTACHMENTS:
Wifi Granicus.pdf

PROJECT STATUS REPORT

Project NAME: Wi-Fi for Parks

Project Number: 24-23-02

PROJECT ELEMENTS	WORK ACCOMPLISHED	15%COMPLETED

- Internet Service Provider (ISP) - Spectrum Wireless, installation of infrastructure and service drops completed at Hardee Lakes Park on May 28th, 2025
- Progress meeting conducted on June 2, 2025, with the project team and contractor Syberstone
    - Contractor working with subcontractor TopNotch to acquire the Engineer's sign-off on plans required for permitting.
    - Electrician providing plans for electrical permitting
    - Upon permit receipt County will issue a Notice to Proceed (NTP) for the contractor to start construction work at Pioneer Park
    - Capital Projects and IT department coordinated and ordered the Fiber Cable required at Hardee Lakes Park for internal work required
    - Contractor coordinating with ISP for service drops at Pioneer Park
    - Scheduling with Pioneer Park Manager and Project team to identify and mark construction locations in prep for site work to clearly identify locations for park patron safety.
    - Identified Sub-Contractors and added to permit paperwork and access lists for the Parks.
- Progress meeting conducted on June 30, 2025
    - Permitting submitted and completed, awaiting official correspondence from Syberstone in order to issue NTP
    - Meeting schedule for 7/7/25 with contractor and subcontractor Kimbro to mark pole locations and coordinate with Park Manager of possible RV campsite location disruption. Once NTP is issued Syberstone to schedule with Kimbro for the date of installation
    - Once NTP issues Syberstone will schedule the machinery required for trenching at Hardee Lakes in prep for Fiber cabling to be run from the entrance of the park to the main access point at RV sites

PROBLEMS ENCOUNTERED/COMMENTS

N/A

Period Covered
(Check Appropriate Period)

	January through March	Due April 15th
x---	April through June	Due July 15th
---	July through September	Due October 15th
---	October through December	Due January 15th

County Agreement Administrator: Bobby Keene (Jul 14, 2025 07:42 EDT) 14/07/2025

Signature Date

document

Final Audit Report 2025-07-14

Created:	2025-07-09
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
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"document" History

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2025-07-13 - 9:05:29 PM GMT

Signer bobby.keene@hardeecountyfl.gov entered name at signing as Bobby Keene
2025-07-14 - 11:42:12 AM GMT

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AGENDA ITEM NO. 7.A

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Clerk's monthly financial statements for the months ending April 30, 2025; May 31, 2025; June 30, 2025; and July 31, 2025.
SUGGESTED ACTION:	- Motion to approve the Clerk's monthly financial statements as presented.

ATTACHMENTS:

EDA 2025-04 FS wm.pdf
EDA 2025-05 FS rvsd wm.pdf
EDA 2025-06 FS rvsd wm.pdf
EDA 2025-07 FS rvsd wm.pdf

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, ROOM 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174
FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

UNOFFICIAL DOCUMENT

May 27, 2025

Hardee County Economic Development Authority
412 West Orange Street
Wauchula, FL 33873

Ladies and Gentlemen:

Attached for your information and review are the monthly financial statements for the months ending April 30, 2025, as prepared by the Hardee County, Clerk of the Circuit Court and Comptroller. Please contact our office should you have any questions regarding these statements.

Sincerely,

Victoria L. Rogers

Victoria L. Rogers
Hardee County, Clerk of the Circuit Court and Comptroller

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD

Balance Sheet

58.33 % Yr Complete For Fiscal Year: 2025 / 4

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	1,213,593.06	8,270,826.52
001-131-000-0	ACCOUNTS RECEIVABLE	0.00	0.00
001-133-100-1	DUE FROM BOCC	0.00	0.00
001-155-000-00	PREPAID EXPENSES	0.00	0.00
001-155-100-00	PREPAID ACCOUNTING SERVICES	1,900.00	1,900.00
	Total Assets	1,215,493.06	8,272,726.52
	Liabilities and Equity		
001-201-000-0	ACCOUNTS PAYABLE	0.00	0.00
001-205-000-00	RETAINAGE PAYABLE	0.00	0.00
001-208-000-00	DUE TO OTHER GOVERNMENT	64,134.00-	0.00
001-220-000-0	DEFERRED REVENUE	0.00	0.00
	Total Liabilities	64,134.00-	0.00
001-271-000-0	FUND BALANCE	0.00	0.00
001-281-000-0	FUND BALANCE-RESTRICTED	0.00	5,690,999.01
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,210,605.85
001	YTD Accumulated	1,279,627.06	1,371,121.66
	Total Equity	1,279,627.06	8,272,726.52
	Total Liabilites and Equity	1,215,493.06	8,272,726.52
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2025 / 4

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,600,000	69,286.57-	1,530,713.43	1,530,713.43	1,530,713.43	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,713.43-	209,286.57	17,121.10	126,491.57	60%
	TOTAL REVENUE	1,840,000	100,000.00-	1,740,000.00	1,547,834.53	1,657,205.00	95%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	178,355	113,534.60	291,889.60	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	178,355	113,534.60	291,889.60	0.00	0.00	0%
001-399-000-60	RESTRICTED CASH FWD - IDA (19-15-05	641,347	0.50-	641,346.50	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	579,039	0.07	579,039.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	105,408	0.36-	105,407.64	0.00	0.00	0%
001-399-000-63	RESTRICTED CASH FWD - IDA (19-15-11	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-67	RESTRICTED CASH FWD - COBG (21-17-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	0.00	1,163,522.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	30,509	28,564.12-	1,944.88	0.00	0.00	0%
001-399-000-75	RESTRICTED CASH FWD - COBG (22-20-0	308,246	212,192.12-	96,053.88	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	769,962	17,999.68	787,961.68	0.00	0.00	0%
001-399-000-77	RESTRICTED CASH FWD - EDC (23-21-01	150,000	0.00	150,000.00	0.00	0.00	0%
001-399-000-79	RESTRICTED CASH FWD - BOCC (23-22-0	380,000	291,516.84-	88,483.16	0.00	0.00	0%
001-399-000-82	RESTRICTED CASH FWD - COW (23-22-05	200,000	200,000.00-	0.00	0.00	0.00	0%
001-399-000-83	RESTRICTED CASH FWD - TOZS (23-22-0	350,000	219,043.55-	130,956.45	0.00	0.00	0%
001-399-000-84	RESTRICTED CASH FWD - BOCC (24-23-0	850,000	0.00	850,000.00	0.00	0.00	0%
001-399-000-85	RESTRICTED CASH FWD - BOCC (24-23-0	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	400,000	0.00	400,000.00	0.00	0.00	0%
001-399-000-87	RESTRICTED CASH FWD - COBG (24-23-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	170,000	0.00	170,000.00	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	195,000	0.00	195,000.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	0	1,000,000.00	1,000,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	7,543,033	933,317.74-	6,609,715.26	0.00	0.00	0%
	TOTAL ALL REVENUES	9,561,388	919,783.14-	8,641,604.86	1,547,834.53	1,657,205.00	19%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2025 / 4

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	641,347.00	0.50-	641,346.50	62,764.00	62,764.00	0.00	10%	578,582.50
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	579,039.00	0.07	579,039.07	0.00	0.00	0.00	0%	579,039.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	105,408.00	0.36-	105,407.64	0.00	0.00	0.00	0%	105,407.64
001-552-000-63	IDA (19-15-11) R. RIVETERS LLC-32	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-67	COBG (21-17-02) HWY 17 UTILITIES E	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	0.00	1,163,522.00	0.00	0.00	0.00	0%	1,163,522.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	30,509.00	28,564.12-	1,944.88	0.00	0.00	0.00	0%	1,944.88
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS U	308,246.00	212,192.12-	96,053.88	96,053.88	96,053.88	0.00	100%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	769,962.00	17,999.68	787,961.68	0.00	0.00	0.00	0%	787,961.68
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	150,000.00	0.00	150,000.00	0.00	0.00	0.00	0%	150,000.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	380,000.00	291,516.84-	88,483.16	58,617.21	58,617.21	0.00	66%	29,865.95
001-552-000-82	COW (23-22-05) SFL AVE WTR & WW MA	200,000.00	200,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	350,000.00	219,043.55-	130,956.45	0.00	9,787.25	0.00	7%	121,169.20
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	0.00	0.00	0.00	0%	850,000.00
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	400,000.00	0.00	400,000.00	0.00	0.00	0.00	0%	400,000.00
001-552-000-87	COBG (24-23-04) HWY 17 UTILITIES	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	170,000.00	0.00	170,000.00	0.00	0.00	0.00	0%	170,000.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	195,000.00	0.00	195,000.00	44,203.50	44,203.50	0.00	23%	150,796.50
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
	TOTAL GRANT AGREEMENTS	7,543,033.00	933,317.74-	6,609,715.26	261,638.59	271,425.84	0.00	4%	6,338,289.42
001-552-131-0	PROFESSIONAL SERVICES	20,000.00	0.00	20,000.00	6,146.25	11,892.50	0.00	59%	8,107.50
001-552-148-0	PROMOTIONAL	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	3,000.00	0.00	3,000.00	42.63	105.00	0.00	4%	2,895.00
001-552-149-1	SERVICES PROVIDED BY BOCC	18,000.00	0.00	18,000.00	0.00	0.00	0.00	0%	18,000.00
001-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	16,500.00	0.00	16,500.00	380.00	2,660.00	0.00	16%	13,840.00
	TOTAL OPERATING EXPENSES	58,500.00	0.00	58,500.00	6,568.88	14,657.50	0.00	25%	43,842.50
	TOTAL GRANTS AND OPERATING EXP	7,601,533.00	933,317.74-	6,668,215.26	268,207.47	286,083.34	0.00	4%	6,382,131.92
001-599-000-0	RESERVE FOR DISBURSEMENT	1,959,855.00	13,534.60	1,973,389.60	0.00	0.00	0.00	0%	1,973,389.60
	TOTAL ALL EXPENSES	9,561,388.00	919,783.14-	8,641,604.86	268,207.47	286,083.34	0.00	3%	8,355,521.52

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2025 / 4

		EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET	

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

58.33 % Yr Complete For Fiscal Year: 2025 / 4

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	1,530,713.43	1,530,713.43
001-361-100-0	INTEREST-ECONOMIC DISTRICT	17,121.10	126,491.57
	TOTAL REVENUES	1,547,834.53	1,657,205.00
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	1,547,834.53	1,657,205.00
	EXPENSES		
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	62,764.00	62,764.00
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS UT	96,053.88	96,053.88
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	58,617.21	58,617.21
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	0.00	9,787.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	44,203.50	44,203.50
001-552-131-0	PROFESSIONAL SERVICES	6,146.25	11,892.50
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	42.63	105.00
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	2,660.00
	TOTAL EXPENSES	268,207.47	286,083.34
001	NET INCOME (LOSS)	1,279,627.06	1,371,121.66

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

58.33 % Yr Complete For Fiscal Year: 2025 / 4

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	191.29	210,295.80
004-155-100-00	PREPAID ACCOUNTING SERVICES	275.00	275.00
	Total Assets	466.29	210,570.80
	Liabilities and Equity		
004-201-000-0	ACCOUNTS PAYABLE - RECREATION	0.00	0.00
004-205-000-0	RETAINAGE PAYABLE - RECREATION	0.00	0.00
004-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
	Total Liabilities	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	191,708.72
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	106,413.13
004	YTD Accumulated	466.29	87,551.05-
	Total Equity	466.29	210,570.80
	Total Liabilites and Equity	466.29	210,570.80
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2025 / 4

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	26,150	18,990.00-	7,160.00	521.29	4,673.95	65%
	TOTAL REVENUE	26,150	18,990.00-	7,160.00	521.29	4,673.95	65%
004-399-000-0	CASH FORWARD EDA RECREATION	54,060	7,807.65-	46,252.35	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	54,060	7,807.65-	46,252.35	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	179,756	0.50-	179,755.50	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	0.00	62,954.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	242,710	0.50-	242,709.50	0.00	0.00	0%
	TOTAL ALL REVENUES	322,920	26,798.15-	296,121.85	521.29	4,673.95	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2025 / 4

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	179,756.00	0.50-	179,755.50	0.00	91,840.00	0.00	51%	87,915.50
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	0.00	62,954.00	0.00	0.00	0.00	0%	62,954.00
	TOTAL GRANT AGREEMENTS	242,710.00	0.50-	242,709.50	0.00	91,840.00	0.00	38%	150,869.50
004-552-131-0	PROFESSIONAL SERVICES	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	1,750.00	0.00	1,750.00	55.00	385.00	0.00	22%	1,365.00
	TOTAL OPERATING EXPENSES	2,750.00	0.00	2,750.00	55.00	385.00	0.00	14%	2,365.00
	TOTAL GRANTS AND OPERATING EXP	245,460.00	0.50-	245,459.50	55.00	92,225.00	0.00	38%	153,234.50
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	77,460.00	26,797.65-	50,662.35	0.00	0.00	0.00	0%	50,662.35
	TOTAL ALL EXPENSES	322,920.00	26,798.15-	296,121.85	55.00	92,225.00	0.00	31%	203,896.85

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2025
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
58.33 % Yr Complete For Fiscal Year: 2025 / 4

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	521.29	4,673.95
	TOTAL REVENUES	521.29	4,673.95
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	521.29	4,673.95
	EXPENSES		
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	0.00	91,840.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	385.00
	TOTAL EXPENSES	55.00	92,225.00
004	NET INCOME (LOSS)	466.29	87,551.05-

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY Victoria L. Rogers CLERK
MAY 27, 2025

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, ROOM 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174
FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

UNOFFICIAL DOCUMENT

August 21, 2025

Hardee County Economic Development Authority
412 West Orange Street
Wauchula, FL 33873

Ladies and Gentlemen:

Attached for your information and review are the monthly financial statements for the months ending May 31, 2025, as prepared by the Hardee County, Clerk of the Circuit Court and Comptroller. Please contact our office should you have any questions regarding these statements.

Sincerely,

Victoria L. Rogers

Victoria L. Rogers
Hardee County, Clerk of the Circuit Court and Comptroller

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD

Balance Sheet

66.66 % Yr Complete For Fiscal Year: 2025 / 5

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	124,898.54-	8,145,927.98
001-131-000-0	ACCOUNTS RECEIVABLE	0.00	0.00
001-133-100-1	DUE FROM BOCC	0.00	0.00
001-155-000-00	PREPAID EXPENSES	0.00	0.00
001-155-100-00	PREPAID ACCOUNTING SERVICES	380.00-	1,520.00
	Total Assets	125,278.54-	8,147,447.98
	Liabilities and Equity		
001-201-000-0	ACCOUNTS PAYABLE	0.00	0.00
001-205-000-00	RETAINAGE PAYABLE	15,000.00	15,000.00
001-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
001-220-000-0	DEFERRED REVENUE	0.00	0.00
	Total Liabilities	15,000.00	15,000.00
001-271-000-0	FUND BALANCE	0.00	0.00
001-281-000-0	FUND BALANCE-RESTRICTED	0.00	5,690,999.01
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,210,605.85
001	YTD Accumulated	140,278.54-	1,230,843.12
	Total Equity	140,278.54-	8,132,447.98
	Total Liabilites and Equity	125,278.54-	8,147,447.98
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2025 / 5

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,600,000	69,286.57-	1,530,713.43	0.00	1,530,713.43	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,713.43-	209,286.57	21,106.63	147,598.20	71%
	TOTAL REVENUE	1,840,000	100,000.00-	1,740,000.00	21,106.63	1,678,311.63	96%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	178,355	113,534.60	291,889.60	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	178,355	113,534.60	291,889.60	0.00	0.00	0%
001-399-000-60	RESTRICTED CASH FWD - IDA (19-15-05	641,347	0.50-	641,346.50	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	579,039	0.07	579,039.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	105,408	0.36-	105,407.64	0.00	0.00	0%
001-399-000-63	RESTRICTED CASH FWD - IDA (19-15-11	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-67	RESTRICTED CASH FWD - COBG (21-17-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	0.00	1,163,522.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	30,509	28,564.12-	1,944.88	0.00	0.00	0%
001-399-000-75	RESTRICTED CASH FWD - COBG (22-20-0	308,246	212,192.12-	96,053.88	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	769,962	17,999.68	787,961.68	0.00	0.00	0%
001-399-000-77	RESTRICTED CASH FWD - EDC (23-21-01	150,000	0.00	150,000.00	0.00	0.00	0%
001-399-000-79	RESTRICTED CASH FWD - BOCC (23-22-0	380,000	291,516.84-	88,483.16	0.00	0.00	0%
001-399-000-82	RESTRICTED CASH FWD - COW (23-22-05	200,000	200,000.00-	0.00	0.00	0.00	0%
001-399-000-83	RESTRICTED CASH FWD - TOZS (23-22-0	350,000	219,043.55-	130,956.45	0.00	0.00	0%
001-399-000-84	RESTRICTED CASH FWD - BOCC (24-23-0	850,000	0.00	850,000.00	0.00	0.00	0%
001-399-000-85	RESTRICTED CASH FWD - BOCC (24-23-0	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	400,000	0.00	400,000.00	0.00	0.00	0%
001-399-000-87	RESTRICTED CASH FWD - COBG (24-23-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	170,000	0.00	170,000.00	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	195,000	0.00	195,000.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	0	1,000,000.00	1,000,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	7,543,033	933,317.74-	6,609,715.26	0.00	0.00	0%
	TOTAL ALL REVENUES	9,561,388	919,783.14-	8,641,604.86	21,106.63	1,678,311.63	19%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2025 / 5

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	641,347.00	0.50-	641,346.50	0.00	62,764.00	0.00	10%	578,582.50
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	579,039.00	0.07	579,039.07	9,520.00	9,520.00	0.00	2%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	105,408.00	0.36-	105,407.64	0.00	0.00	0.00	0%	105,407.64
001-552-000-63	IDA (19-15-11) R. RIVETERS LLC-32	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-67	COBG (21-17-02) HWY 17 UTILITIES E	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	0.00	1,163,522.00	0.00	0.00	0.00	0%	1,163,522.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	30,509.00	28,564.12-	1,944.88	0.00	0.00	0.00	0%	1,944.88
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS U	308,246.00	212,192.12-	96,053.88	0.00	96,053.88	0.00	100%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	769,962.00	17,999.68	787,961.68	0.00	0.00	0.00	0%	787,961.68
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	150,000.00	0.00	150,000.00	150,000.00	150,000.00	0.00	100%	0.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	380,000.00	291,516.84-	88,483.16	0.00	58,617.21	0.00	66%	29,865.95
001-552-000-82	COW (23-22-05) SFL AVE WTR & WW MA	200,000.00	200,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	350,000.00	219,043.55-	130,956.45	0.00	9,787.25	0.00	7%	121,169.20
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	0.00	0.00	0.00	0%	850,000.00
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	400,000.00	0.00	400,000.00	0.00	0.00	0.00	0%	400,000.00
001-552-000-87	COBG (24-23-04) HWY 17 UTILITIES	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	170,000.00	0.00	170,000.00	0.00	0.00	0.00	0%	170,000.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	195,000.00	0.00	195,000.00	0.00	44,203.50	0.00	23%	150,796.50
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
	TOTAL GRANT AGREEMENTS	7,543,033.00	933,317.74-	6,609,715.26	159,520.00	430,945.84	0.00	7%	6,178,769.42
001-552-131-0	PROFESSIONAL SERVICES	20,000.00	0.00	20,000.00	1,442.54	13,335.04	0.00	67%	6,664.96
001-552-148-0	PROMOTIONAL	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	3,000.00	0.00	3,000.00	42.63	147.63	0.00	5%	2,852.37
001-552-149-1	SERVICES PROVIDED BY BOCC	18,000.00	0.00	18,000.00	0.00	0.00	0.00	0%	18,000.00
001-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	16,500.00	0.00	16,500.00	380.00	3,040.00	0.00	18%	13,460.00
	TOTAL OPERATING EXPENSES	58,500.00	0.00	58,500.00	1,865.17	16,522.67	0.00	28%	41,977.33
	TOTAL GRANTS AND OPERATING EXP	7,601,533.00	933,317.74-	6,668,215.26	161,385.17	447,468.51	0.00	7%	6,220,746.75
001-599-000-0	RESERVE FOR DISBURSEMENT	1,959,855.00	13,534.60	1,973,389.60	0.00	0.00	0.00	0%	1,973,389.60
	TOTAL ALL EXPENSES	9,561,388.00	919,783.14-	8,641,604.86	161,385.17	447,468.51	0.00	5%	8,194,136.35

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2025 / 5

		EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET	

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

66.66 % Yr Complete For Fiscal Year: 2025 / 5

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	0.00	1,530,713.43
001-361-100-0	INTEREST-ECONOMIC DISTRICT	21,106.63	147,598.20
	TOTAL REVENUES	21,106.63	1,678,311.63
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	21,106.63	1,678,311.63
	EXPENSES		
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	0.00	62,764.00
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPANS	9,520.00	9,520.00
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS UT	0.00	96,053.88
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	150,000.00	150,000.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	0.00	58,617.21
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	0.00	9,787.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	0.00	44,203.50
001-552-131-0	PROFESSIONAL SERVICES	1,442.54	13,335.04
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	42.63	147.63
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	3,040.00
	TOTAL EXPENSES	161,385.17	447,468.51
001	NET INCOME (LOSS)	140,278.54-	1,230,843.12

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

66.66 % Yr Complete For Fiscal Year: 2025 / 5

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	32,270.53-	178,025.27
004-155-100-00	PREPAID ACCOUNTING SERVICES	55.00-	220.00
	Total Assets	32,325.53-	178,245.27
	Liabilities and Equity		
004-201-000-0	ACCOUNTS PAYABLE - RECREATION	0.00	0.00
004-205-000-0	RETAINAGE PAYABLE - RECREATION	0.00	0.00
004-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
	Total Liabilities	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	191,708.72
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	106,413.13
004	YTD Accumulated	32,325.53-	119,876.58-
	Total Equity	32,325.53-	178,245.27
	Total Liabilites and Equity	32,325.53-	178,245.27
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2025 / 5

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	26,150	18,990.00-	7,160.00	529.47	5,203.42	73%
	TOTAL REVENUE	26,150	18,990.00-	7,160.00	529.47	5,203.42	73%
004-399-000-0	CASH FORWARD EDA RECREATION	54,060	7,807.65-	46,252.35	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	54,060	7,807.65-	46,252.35	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	179,756	0.50-	179,755.50	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	0.00	62,954.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	242,710	0.50-	242,709.50	0.00	0.00	0%
	TOTAL ALL REVENUES	322,920	26,798.15-	296,121.85	529.47	5,203.42	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2025 / 5

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	179,756.00	0.50-	179,755.50	32,800.00	124,640.00	0.00	69%	55,115.50
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	0.00	62,954.00	0.00	0.00	0.00	0%	62,954.00
	TOTAL GRANT AGREEMENTS	242,710.00	0.50-	242,709.50	32,800.00	124,640.00	0.00	51%	118,069.50
004-552-131-0	PROFESSIONAL SERVICES	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	1,750.00	0.00	1,750.00	55.00	440.00	0.00	25%	1,310.00
	TOTAL OPERATING EXPENSES	2,750.00	0.00	2,750.00	55.00	440.00	0.00	16%	2,310.00
	TOTAL GRANTS AND OPERATING EXP	245,460.00	0.50-	245,459.50	32,855.00	125,080.00	0.00	51%	120,379.50
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	77,460.00	26,797.65-	50,662.35	0.00	0.00	0.00	0%	50,662.35
	TOTAL ALL EXPENSES	322,920.00	26,798.15-	296,121.85	32,855.00	125,080.00	0.00	42%	171,041.85

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2025
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
66.66 % Yr Complete For Fiscal Year: 2025 / 5

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	529.47	5,203.42
	TOTAL REVENUES	529.47	5,203.42
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	529.47	5,203.42
	EXPENSES		
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	32,800.00	124,640.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	440.00
	TOTAL EXPENSES	32,855.00	125,080.00
004	NET INCOME (LOSS)	32,325.53-	119,876.58-

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY _____ CLERK
AUGUST 21, 2025

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, ROOM 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174
FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

UNOFFICIAL DOCUMENT

August 21, 2025

Hardee County Economic Development Authority
412 West Orange Street
Wauchula, FL 33873

Ladies and Gentlemen:

Attached for your information and review are the monthly financial statements for the months ending June 30, 2025, as prepared by the Hardee County, Clerk of the Circuit Court and Comptroller. Please contact our office should you have any questions regarding these statements.

Sincerely,

Victoria L. Rogers

Victoria L. Rogers
Hardee County, Clerk of the Circuit Court and Comptroller

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD

Balance Sheet

75.00 % Yr Complete For Fiscal Year: 2025 / 6

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	5,107.27	8,151,035.25
001-131-000-0	ACCOUNTS RECEIVABLE	0.00	0.00
001-133-100-1	DUE FROM BOCC	0.00	0.00
001-155-000-00	PREPAID EXPENSES	0.00	0.00
001-155-100-00	PREPAID ACCOUNTING SERVICES	380.00-	1,140.00
	Total Assets	4,727.27	8,152,175.25
	Liabilities and Equity		
001-201-000-0	ACCOUNTS PAYABLE	0.00	0.00
001-205-000-00	RETAINAGE PAYABLE	15,000.00-	0.00
001-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
001-220-000-0	DEFERRED REVENUE	0.00	0.00
	Total Liabilities	15,000.00-	0.00
001-271-000-0	FUND BALANCE	0.00	0.00
001-281-000-0	FUND BALANCE-RESTRICTED	0.00	5,690,999.01
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,210,605.85
001	YTD Accumulated	19,727.27	1,250,570.39
	Total Equity	19,727.27	8,152,175.25
	Total Liabilites and Equity	4,727.27	8,152,175.25
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2025 / 6

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,600,000	69,286.57-	1,530,713.43	0.00	1,530,713.43	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,713.43-	209,286.57	20,127.01	167,725.21	80%
	TOTAL REVENUE	1,840,000	100,000.00-	1,740,000.00	20,127.01	1,698,438.64	98%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	178,355	113,534.60	291,889.60	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	178,355	113,534.60	291,889.60	0.00	0.00	0%
001-399-000-60	RESTRICTED CASH FWD - IDA (19-15-05	641,347	0.50-	641,346.50	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	579,039	0.07	579,039.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	105,408	0.36-	105,407.64	0.00	0.00	0%
001-399-000-63	RESTRICTED CASH FWD - IDA (19-15-11	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-67	RESTRICTED CASH FWD - COBG (21-17-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	0.00	1,163,522.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	30,509	28,564.12-	1,944.88	0.00	0.00	0%
001-399-000-75	RESTRICTED CASH FWD - COBG (22-20-0	308,246	212,192.12-	96,053.88	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	769,962	17,999.68	787,961.68	0.00	0.00	0%
001-399-000-77	RESTRICTED CASH FWD - EDC (23-21-01	150,000	0.00	150,000.00	0.00	0.00	0%
001-399-000-79	RESTRICTED CASH FWD - BOCC (23-22-0	380,000	291,516.84-	88,483.16	0.00	0.00	0%
001-399-000-82	RESTRICTED CASH FWD - COW (23-22-05	200,000	200,000.00-	0.00	0.00	0.00	0%
001-399-000-83	RESTRICTED CASH FWD - TOZS (23-22-0	350,000	219,043.55-	130,956.45	0.00	0.00	0%
001-399-000-84	RESTRICTED CASH FWD - BOCC (24-23-0	850,000	0.00	850,000.00	0.00	0.00	0%
001-399-000-85	RESTRICTED CASH FWD - BOCC (24-23-0	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	400,000	0.00	400,000.00	0.00	0.00	0%
001-399-000-87	RESTRICTED CASH FWD - COBG (24-23-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	170,000	0.00	170,000.00	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	195,000	0.00	195,000.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	0	1,000,000.00	1,000,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	7,543,033	933,317.74-	6,609,715.26	0.00	0.00	0%
	TOTAL ALL REVENUES	9,561,388	919,783.14-	8,641,604.86	20,127.01	1,698,438.64	20%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2025 / 6

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	641,347.00	0.50-	641,346.50	0.00	62,764.00	0.00	10%	578,582.50
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	579,039.00	0.07	579,039.07	0.00	9,520.00	0.00	2%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	105,408.00	0.36-	105,407.64	0.00	0.00	0.00	0%	105,407.64
001-552-000-63	IDA (19-15-11) R. RIVETERS LLC-32	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-67	COBG (21-17-02) HWY 17 UTILITIES E	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	0.00	1,163,522.00	0.00	0.00	0.00	0%	1,163,522.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	30,509.00	28,564.12-	1,944.88	0.00	0.00	0.00	0%	1,944.88
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS U	308,246.00	212,192.12-	96,053.88	0.00	96,053.88	0.00	100%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	769,962.00	17,999.68	787,961.68	0.00	0.00	0.00	0%	787,961.68
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00	100%	0.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	380,000.00	291,516.84-	88,483.16	0.00	58,617.21	0.00	66%	29,865.95
001-552-000-82	COW (23-22-05) SFL AVE WTR & WW MA	200,000.00	200,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	350,000.00	219,043.55-	130,956.45	0.00	9,787.25	0.00	7%	121,169.20
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	0.00	0.00	0.00	0%	850,000.00
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	400,000.00	0.00	400,000.00	0.00	0.00	0.00	0%	400,000.00
001-552-000-87	COBG (24-23-04) HWY 17 UTILITIES	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	170,000.00	0.00	170,000.00	0.00	0.00	0.00	0%	170,000.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	195,000.00	0.00	195,000.00	0.00	44,203.50	0.00	23%	150,796.50
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
	TOTAL GRANT AGREEMENTS	7,543,033.00	933,317.74-	6,609,715.26	0.00	430,945.84	0.00	7%	6,178,769.42
001-552-131-0	PROFESSIONAL SERVICES	20,000.00	0.00	20,000.00	0.00	13,335.04	0.00	67%	6,664.96
001-552-148-0	PROMOTIONAL	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	3,000.00	0.00	3,000.00	19.74	167.37	0.00	6%	2,832.63
001-552-149-1	SERVICES PROVIDED BY BOCC	18,000.00	0.00	18,000.00	0.00	0.00	0.00	0%	18,000.00
001-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	16,500.00	0.00	16,500.00	380.00	3,420.00	0.00	21%	13,080.00
	TOTAL OPERATING EXPENSES	58,500.00	0.00	58,500.00	399.74	16,922.41	0.00	29%	41,577.59
	TOTAL GRANTS AND OPERATING EXP	7,601,533.00	933,317.74-	6,668,215.26	399.74	447,868.25	0.00	7%	6,220,347.01
001-599-000-0	RESERVE FOR DISBURSEMENT	1,959,855.00	13,534.60	1,973,389.60	0.00	0.00	0.00	0%	1,973,389.60
	TOTAL ALL EXPENSES	9,561,388.00	919,783.14-	8,641,604.86	399.74	447,868.25	0.00	5%	8,193,736.61

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2025 / 6

		EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET	

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

75.00 % Yr Complete For Fiscal Year: 2025 / 6

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	0.00	1,530,713.43
001-361-100-0	INTEREST-ECONOMIC DISTRICT	20,127.01	167,725.21
	TOTAL REVENUES	20,127.01	1,698,438.64
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	20,127.01	1,698,438.64
	EXPENSES		
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	0.00	62,764.00
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPANS	0.00	9,520.00
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS UT	0.00	96,053.88
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	0.00	150,000.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	0.00	58,617.21
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	0.00	9,787.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	0.00	44,203.50
001-552-131-0	PROFESSIONAL SERVICES	0.00	13,335.04
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	19.74	167.37
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	3,420.00
	TOTAL EXPENSES	399.74	447,868.25
001	NET INCOME (LOSS)	19,727.27	1,250,570.39

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

75.00 % Yr Complete For Fiscal Year: 2025 / 6

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	440.19	178,465.46
004-155-100-00	PREPAID ACCOUNTING SERVICES	55.00-	165.00
	Total Assets	385.19	178,630.46
	Liabilities and Equity		
004-201-000-0	ACCOUNTS PAYABLE - RECREATION	0.00	0.00
004-205-000-0	RETAINAGE PAYABLE - RECREATION	0.00	0.00
004-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
	Total Liabilities	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	191,708.72
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	106,413.13
004	YTD Accumulated	385.19	119,491.39-
	Total Equity	385.19	178,630.46
	Total Liabilites and Equity	385.19	178,630.46
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2025 / 6

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	26,150	18,990.00-	7,160.00	440.19	5,643.61	79%
	TOTAL REVENUE	26,150	18,990.00-	7,160.00	440.19	5,643.61	79%
004-399-000-0	CASH FORWARD EDA RECREATION	54,060	7,807.65-	46,252.35	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	54,060	7,807.65-	46,252.35	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	179,756	0.50-	179,755.50	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	0.00	62,954.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	242,710	0.50-	242,709.50	0.00	0.00	0%
	TOTAL ALL REVENUES	322,920	26,798.15-	296,121.85	440.19	5,643.61	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2025 / 6

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	179,756.00	0.50-	179,755.50	0.00	124,640.00	0.00	69%	55,115.50
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	0.00	62,954.00	0.00	0.00	0.00	0%	62,954.00
	TOTAL GRANT AGREEMENTS	242,710.00	0.50-	242,709.50	0.00	124,640.00	0.00	51%	118,069.50
004-552-131-0	PROFESSIONAL SERVICES	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	1,750.00	0.00	1,750.00	55.00	495.00	0.00	28%	1,255.00
	TOTAL OPERATING EXPENSES	2,750.00	0.00	2,750.00	55.00	495.00	0.00	18%	2,255.00
	TOTAL GRANTS AND OPERATING EXP	245,460.00	0.50-	245,459.50	55.00	125,135.00	0.00	51%	120,324.50
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	77,460.00	26,797.65-	50,662.35	0.00	0.00	0.00	0%	50,662.35
	TOTAL ALL EXPENSES	322,920.00	26,798.15-	296,121.85	55.00	125,135.00	0.00	42%	170,986.85

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE NINE (9) MONTHS ENDING JUNE 30, 2025
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
75.00 % Yr Complete For Fiscal Year: 2025 / 6

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	440.19	5,643.61
	TOTAL REVENUES	440.19	5,643.61
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	440.19	5,643.61
	EXPENSES		
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	0.00	124,640.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	495.00
	TOTAL EXPENSES	55.00	125,135.00
004	NET INCOME (LOSS)	385.19	119,491.39-

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY _____ CLERK
AUGUST 21, 2025

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, ROOM 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174
FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

UNOFFICIAL DOCUMENT

August 21, 2025

Hardee County Economic Development Authority
412 West Orange Street
Wauchula, FL 33873

Ladies and Gentlemen:

Attached for your information and review are the monthly financial statements for the months ending July 31, 2025, as prepared by the Hardee County, Clerk of the Circuit Court and Comptroller. Please contact our office should you have any questions regarding these statements.

Sincerely,

Victoria L. Rogers

Victoria L. Rogers
Hardee County, Clerk of the Circuit Court and Comptroller

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD

Balance Sheet

83.33 % Yr Complete For Fiscal Year: 2025 / 7

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	25,888.51-	8,125,146.74
001-131-000-0	ACCOUNTS RECEIVABLE	0.00	0.00
001-133-100-1	DUE FROM BOCC	0.00	0.00
001-155-000-00	PREPAID EXPENSES	0.00	0.00
001-155-100-00	PREPAID ACCOUNTING SERVICES	380.00-	760.00
	Total Assets	26,268.51-	8,125,906.74
	Liabilities and Equity		
001-201-000-0	ACCOUNTS PAYABLE	0.00	0.00
001-205-000-00	RETAINAGE PAYABLE	0.00	0.00
001-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
001-220-000-0	DEFERRED REVENUE	0.00	0.00
	Total Liabilities	0.00	0.00
001-271-000-0	FUND BALANCE	0.00	0.00
001-281-000-0	FUND BALANCE-RESTRICTED	0.00	5,690,999.01
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,210,605.85
001	YTD Accumulated	26,268.51-	1,224,301.88
	Total Equity	26,268.51-	8,125,906.74
	Total Liabilites and Equity	26,268.51-	8,125,906.74
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

83.33 % Yr Complete For Fiscal Year: 2025 / 7

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,600,000	69,286.57-	1,530,713.43	0.00	1,530,713.43	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,713.43-	209,286.57	20,763.82	188,489.03	90%
	TOTAL REVENUE	1,840,000	100,000.00-	1,740,000.00	20,763.82	1,719,202.46	99%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	178,355	113,534.60	291,889.60	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	178,355	113,534.60	291,889.60	0.00	0.00	0%
001-399-000-60	RESTRICTED CASH FWD - IDA (19-15-05	641,347	0.50-	641,346.50	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	579,039	0.07	579,039.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	105,408	0.36-	105,407.64	0.00	0.00	0%
001-399-000-63	RESTRICTED CASH FWD - IDA (19-15-11	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-67	RESTRICTED CASH FWD - COBG (21-17-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	0.00	1,163,522.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	30,509	28,564.12-	1,944.88	0.00	0.00	0%
001-399-000-75	RESTRICTED CASH FWD - COBG (22-20-0	308,246	212,192.12-	96,053.88	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	769,962	17,999.68	787,961.68	0.00	0.00	0%
001-399-000-77	RESTRICTED CASH FWD - EDC (23-21-01	150,000	0.00	150,000.00	0.00	0.00	0%
001-399-000-79	RESTRICTED CASH FWD - BOCC (23-22-0	380,000	291,516.84-	88,483.16	0.00	0.00	0%
001-399-000-82	RESTRICTED CASH FWD - COW (23-22-05	200,000	200,000.00-	0.00	0.00	0.00	0%
001-399-000-83	RESTRICTED CASH FWD - TOZS (23-22-0	350,000	219,043.55-	130,956.45	0.00	0.00	0%
001-399-000-84	RESTRICTED CASH FWD - BOCC (24-23-0	850,000	0.00	850,000.00	0.00	0.00	0%
001-399-000-85	RESTRICTED CASH FWD - BOCC (24-23-0	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	400,000	0.00	400,000.00	0.00	0.00	0%
001-399-000-87	RESTRICTED CASH FWD - COBG (24-23-0	500,000	500,000.00-	0.00	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	170,000	0.00	170,000.00	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	195,000	0.00	195,000.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	0	1,000,000.00	1,000,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	7,543,033	933,317.74-	6,609,715.26	0.00	0.00	0%
	TOTAL ALL REVENUES	9,561,388	919,783.14-	8,641,604.86	20,763.82	1,719,202.46	20%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

83.33 % Yr Complete For Fiscal Year: 2025 / 7

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	641,347.00	0.50-	641,346.50	0.00	62,764.00	0.00	10%	578,582.50
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	579,039.00	0.07	579,039.07	0.00	9,520.00	0.00	2%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	105,408.00	0.36-	105,407.64	12,789.00	12,789.00	0.00	12%	92,618.64
001-552-000-63	IDA (19-15-11) R. RIVETERS LLC-32	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-67	COBG (21-17-02) HWY 17 UTILITIES E	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	0.00	1,163,522.00	0.00	0.00	0.00	0%	1,163,522.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	30,509.00	28,564.12-	1,944.88	0.00	0.00	0.00	0%	1,944.88
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS U	308,246.00	212,192.12-	96,053.88	0.00	96,053.88	0.00	100%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	769,962.00	17,999.68	787,961.68	32,801.10	32,801.10	0.00	4%	755,160.58
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00	100%	0.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	380,000.00	291,516.84-	88,483.16	0.00	58,617.21	0.00	66%	29,865.95
001-552-000-82	COW (23-22-05) SFL AVE WTR & WW MA	200,000.00	200,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	350,000.00	219,043.55-	130,956.45	0.00	9,787.25	0.00	7%	121,169.20
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	0.00	0.00	0.00	0%	850,000.00
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	400,000.00	0.00	400,000.00	0.00	0.00	0.00	0%	400,000.00
001-552-000-87	COBG (24-23-04) HWY 17 UTILITIES	500,000.00	500,000.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	170,000.00	0.00	170,000.00	0.00	0.00	0.00	0%	170,000.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	195,000.00	0.00	195,000.00	0.00	44,203.50	0.00	23%	150,796.50
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
	TOTAL GRANT AGREEMENTS	7,543,033.00	933,317.74-	6,609,715.26	45,590.10	476,535.94	0.00	7%	6,133,179.32
001-552-131-0	PROFESSIONAL SERVICES	20,000.00	0.00	20,000.00	1,000.00	14,335.04	0.00	72%	5,664.96
001-552-148-0	PROMOTIONAL	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	3,000.00	0.00	3,000.00	62.23	229.60	0.00	8%	2,770.40
001-552-149-1	SERVICES PROVIDED BY BOCC	18,000.00	0.00	18,000.00	0.00	0.00	0.00	0%	18,000.00
001-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	16,500.00	0.00	16,500.00	380.00	3,800.00	0.00	23%	12,700.00
	TOTAL OPERATING EXPENSES	58,500.00	0.00	58,500.00	1,442.23	18,364.64	0.00	31%	40,135.36
	TOTAL GRANTS AND OPERATING EXP	7,601,533.00	933,317.74-	6,668,215.26	47,032.33	494,900.58	0.00	7%	6,173,314.68
001-599-000-0	RESERVE FOR DISBURSEMENT	1,959,855.00	13,534.60	1,973,389.60	0.00	0.00	0.00	0%	1,973,389.60
	TOTAL ALL EXPENSES	9,561,388.00	919,783.14-	8,641,604.86	47,032.33	494,900.58	0.00	6%	8,146,704.28

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

83.33 % Yr Complete For Fiscal Year: 2025 / 7

		EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET	

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

83.33 % Yr Complete For Fiscal Year: 2025 / 7

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	0.00	1,530,713.43
001-361-100-0	INTEREST-ECONOMIC DISTRICT	20,763.82	188,489.03
	TOTAL REVENUES	20,763.82	1,719,202.46
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	20,763.82	1,719,202.46
	EXPENSES		
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	0.00	62,764.00
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPANS	0.00	9,520.00
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANSI	12,789.00	12,789.00
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS UT	0.00	96,053.88
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRAS	32,801.10	32,801.10
001-552-000-77	EDC (23-21-01) ADMIN FUNDING	0.00	150,000.00
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG	0.00	58,617.21
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS	0.00	9,787.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	0.00	44,203.50
001-552-131-0	PROFESSIONAL SERVICES	1,000.00	14,335.04
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	62.23	229.60
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	3,800.00
	TOTAL EXPENSES	47,032.33	494,900.58
001	NET INCOME (LOSS)	26,268.51-	1,224,301.88

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

83.33 % Yr Complete For Fiscal Year: 2025 / 7

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	455.38	178,920.84
004-155-100-00	PREPAID ACCOUNTING SERVICES	55.00-	110.00
	Total Assets	400.38	179,030.84
	Liabilities and Equity		
004-201-000-0	ACCOUNTS PAYABLE - RECREATION	0.00	0.00
004-205-000-0	RETAINAGE PAYABLE - RECREATION	0.00	0.00
004-208-000-00	DUE TO OTHER GOVERNMENT	0.00	0.00
	Total Liabilities	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	191,708.72
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	106,413.13
004	YTD Accumulated	400.38	119,091.01-
	Total Equity	400.38	179,030.84
	Total Liabilites and Equity	400.38	179,030.84
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

83.33 % Yr Complete For Fiscal Year: 2025 / 7

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	26,150	18,990.00-	7,160.00	455.38	6,098.99	85%
	TOTAL REVENUE	26,150	18,990.00-	7,160.00	455.38	6,098.99	85%
004-399-000-0	CASH FORWARD EDA RECREATION	54,060	7,807.65-	46,252.35	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	54,060	7,807.65-	46,252.35	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	179,756	0.50-	179,755.50	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	0.00	62,954.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	242,710	0.50-	242,709.50	0.00	0.00	0%
	TOTAL ALL REVENUES	322,920	26,798.15-	296,121.85	455.38	6,098.99	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE TEN (10) MONTHS ENDING JULY 31, 2025

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

83.33 % Yr Complete For Fiscal Year: 2025 / 7

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	179,756.00	0.50-	179,755.50	0.00	124,640.00	0.00	69%	55,115.50
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	0.00	62,954.00	0.00	0.00	0.00	0%	62,954.00
	TOTAL GRANT AGREEMENTS	242,710.00	0.50-	242,709.50	0.00	124,640.00	0.00	51%	118,069.50
004-552-131-0	PROFESSIONAL SERVICES	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0%	1,000.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COUR	1,750.00	0.00	1,750.00	55.00	550.00	0.00	31%	1,200.00
	TOTAL OPERATING EXPENSES	2,750.00	0.00	2,750.00	55.00	550.00	0.00	20%	2,200.00
	TOTAL GRANTS AND OPERATING EXP	245,460.00	0.50-	245,459.50	55.00	125,190.00	0.00	51%	120,269.50
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	77,460.00	26,797.65-	50,662.35	0.00	0.00	0.00	0%	50,662.35
	TOTAL ALL EXPENSES	322,920.00	26,798.15-	296,121.85	55.00	125,190.00	0.00	42%	170,931.85

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE TEN (10) MONTHS ENDING JULY 31, 2025
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
83.33 % Yr Complete For Fiscal Year: 2025 / 7

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	455.38	6,098.99
	TOTAL REVENUES	455.38	6,098.99
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	455.38	6,098.99
	EXPENSES		
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	0.00	124,640.00
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	550.00
	TOTAL EXPENSES	55.00	125,190.00
004	NET INCOME (LOSS)	400.38	119,091.01-

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY Victoria L. Rogers CLERK
AUGUST 21, 2025

AGENDA ITEM NO. 7.B

Hardee County
FLORIDA

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: August 26, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Business Agenda

AGENDA SECTION: **BUSINESS AGENDA**

SUBJECT: **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Approval and ratification of vouchers payable dated April 1, 2025, through June 30, 2025, totaling $528,396.38, which includes 16 issued checks numbered 1056 through 1071.

These vouchers payable include reimbursement requests and invoice checks. These were issued in accordance to established procedures and for official purposes. For a detailed list, please see the check register on file in the Clerk's Office in the Accounting Department.

SUGGESTED ACTION:

- Motion to approve and ratify the vouchers payable dated April 1, 2025, through June 30, 2025, totaling $528,396.38, which includes 16 issued checks numbered 1056 through 1071.

ATTACHMENTS:

EDA Vendor Payment History 2025-04 thru 2025-06 WM R1.pdf

Hardee County Economic Development Authority

Check Register Report From 04/01/2025 To 06/30/2025

		Check No	Check Type	Check Date		Check Amount	LN		Amount Paid		
		1056	CHK	4/7/2025		1,675.00	1		1,675.00		
		1057	CHK	4/7/2025		96,053.88	1		96,053.88		
		1058	CHK	4/7/2025		44,203.50	1		44,203.50		
		1059	CHK	4/7/2025		4,471.25	1		4,471.25		
		1060	CHK	4/7/2025		64,134.00	1		64,134.00		
		1061	CHK	4/7/2025		58,617.21	1		58,617.21		
		1062	CHK	4/7/2025		62,764.00	1		62,764.00		
		1063	CHK	4/7/2025		42.63	1		42.63		
		1064	CHK	4/7/2025		2,610.00	1		330.00		
		1064	CHK	4/7/2025			2		2,280.00		
		1065	CHK	5/29/2025		1,442.54	1		467.54		
		1065	CHK	5/29/2025			2		975.00		
		1066	CHK	5/29/2025		32,800.00	1		32,800.00		
		1067	CHK	5/29/2025		135,000.00	1		135,000.00		
		1068	CHK	5/29/2025		9,520.00	1		9,520.00		
		1069	CHK	5/29/2025		42.63	1		42.63		
		1070	CHK	6/11/2025		19.74	1		19.74		
		1071	CHK	6/19/2025		15,000.00	1		15,000.00		
				Report Check Figures		$ 528,396.38			$ 528,396.38		
					Grand Total:	$ 528,396.38				16	Number of Checks:

UNOFFICIAL DOCUMENT
ORIGINAL IN
CLERK'S OFFICE

AGENDA ITEM NO. 7.C

Hardee County
FLORIDA

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - request Board approval of the termination of the Grant Agreement between the Hardee County Economic Development Authority and Hardee County Industrial Development Authority for the R.Riveter-32 JOBS (19-15-11) and Budget Amendment BA25-11 for $125,000.00 for the release of funds.
SUGGESTED ACTION:	- Motion to approve the termination of the Grant Agreement between the Hardee County Economic Development Authority and Hardee County Industrial Development Authority for the R.Riveter-32 JOBS (19-15-11), Budget Amendment BA25-11 for $125,000.00 for the release of funds, and any other necessary budget amendments.

ATTACHMENTS:
19-15-11 Release IDA R Riveters LLC wm.pdf
EDA BA 25-11 wm FUND 001 TERM AND RELEASE R RIVETER.pdf

TERMINATION AND RELEASE OF FUNDS
TO THE GRANT AGREEMENT
BETWEEN THE
HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AND THE
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

The undersigned parties hereby request and acknowledge the Termination and Release of Funds of the Grant Agreement between the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "**EDA**") and the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (hereinafter referred to as "**IDA**")(19-15-11 R.RIVETER-32 JOBS), dated October 1, 2019. The parties further acknowledge the release of $125,000.00 back to the EDA and release one another from any and all rights and obligations required therein. This termination and release is effective for current fiscal year of 2025, once executed.

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

HARDEE COUNTY **INDUSTRIAL DEVELOPMENT AUTHORITY**	**HARDEE COUNTY** **ECONOMIC DEVELOPMENT AUTHORITY**
By:_____ **W. Lee Mikell, Chair**	**By:**_____ **Russell A. Melendy, Chair**
Date:_____	**Date:**_____

UNOFFICIAL DOCUMENT

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

BUDGET AMENDMENT FORM

DATE:	8/26/2025	BUDGET NO.:	BA 25-11

REVENUE LINE ITEMS:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-399-000-63	RESTRICTED CASH FWD-IDA (19-15-11) R.RIVETER LLC-32 JOBS		$ 125,000.00
001-399-000-01	CASH FORWARD ECONOMIC DEVELOPMENT	$ 125,000.00	

EXPENDITURE LINE ITEMS:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-552-000-63	IDA (19-15-11) R.RIVETER LLC-32 JOBS		$ 125,000.00

CONTINGENCY:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-599-000-0	RESERVE FOR DISBURSEMENT	$ 125,000.00	

JUSTIFICATION :

TERMINATION OF GRANT AGREEEMENT AND RELEASE OF FUNDS-APPROVED 8/26/2025

APPROVED:		DATE:	

APPROVED:		DATE:	

UNOFFICIAL DOCUMENT

AGENDA ITEM NO. 7.D

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - request Board approval of Budget Amendment BA25-11 for the line-item transfer for professional service increase.
SUGGESTED ACTION:	- Motion to approve Budget Amendment BA25-11 for the line-item transfer for professional service increase.

ATTACHMENTS:

EDA BA 25-11 wm FUND 001 LINE ITEM TRANSFER FOR PROFESSIONAL SERVICES INCREASE.pdf

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

BUDGET AMENDMENT FORM

DATE:	8/26/2025	BUDGET NO.:	BA 25-11

REVENUE LINE ITEMS:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-399-000-01	CASH FORWARD ECONOMIC DEVELOPMENT		

EXPENDITURE LINE ITEMS:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-552-131-0	PROFESSIONAL SERVICES	$ 4,000.00	
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURTS		$ 4,000.00

CONTINGENCY:

ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
001-599-000-0	RESERVE FOR DISBURSEMENT	$ -	

JUSTIFICATION :

LINE ITEM TRANSFER FOR PROFESSIONAL SERVICES INCREASE

APPROVED:		DATE:	

APPROVED:		DATE:	

UNOFFICIAL DOCUMENT

AGENDA ITEM NO. 7.E

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Economic Development Authority (EDA) Resolution 2025-02, adopting a budget for Fiscal Year 2025-2026 (General and Recreation).
SUGGESTED ACTION:	- Motion to approve Economic Development Authority Resolution 2025-02, adopting a budget for Fiscal Year 2025-2026 (General and Recreation); providing for severability, and providing for an effective date.

ATTACHMENTS:

HARDEE COUNTY EDA Resolution 2025-02 Budget wm.pdf
Exhibit A wm 2025-26 EDA BUDGETS Fund 001 2025-08-26.pdf
Exhibit B wm 2025-26 EDA BUDGETS Fund 004 2025-08-26.pdf

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION 2025-02

A RESOLUTION OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY ADOPTING A BUDGET FOR FISCAL YEAR 2025-26 (GENERAL & RECREATION); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of the public meeting to adopt the budget has been properly advertised.

NOW THEREFORE BE IT RESOLVED BY THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

Section 1. **Incorporation of Recitals.** The above recital is hereby incorporated.

Section 2. **Adoption of Budget.** The Budget attached hereto as Exhibit A for General Fund in the amount of $8,857,268.00, and Exhibit B for Recreation Fund in the amount of $179,931.00 is hereby adopted for Fiscal Year 2025-26

Section 3. **Severability.** If any portion or section of this resolution is ever determined to be invalid by any court of competent jurisdiction, the invalid section or provision shall be severed from the remainder, and the remaining portions shall be enforced or applied.

Section 4. **Effective Date.** This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this **26th** day of **August, 2025**, by the Hardee County Economic Development Authority.

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

_____
Russell A. Melendy, Chairman

UNOFFICIAL DOCUMENT

2025-26 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT **EXHIBIT A** **GENERAL FUND (001)**

REVENUES:		Actual	Actual	Budget	Budget	Budget
Account	Classification	Revenue 22	Revenue 23	Revenue 24	Amended 25	Proposed 26
001-335-390-0	Severance Tax - EDA	1,909,285.75	1,675,198.37	1,569,850.65	1,530,713.43	1,550,000.00
001-335-200-0	Mosaic Agreement	-	-	-	-	-
001-361-100-0	Interest - EDA	16,233.33	168,899.09	263,569.40	209,286.57	240,000.00
	Total Revenue Generated	**1,925,519.08**	**1,844,097.46**	**1,833,420.05**	**1,740,000.00**	**1,790,000.00**
001-399-000-60	Restricted Cash Forward-IDA (19-15-05) SPEC BLD	-			641,346.50	-
001-399-000-61	Restricted Cash Forward-IDA (19-15-06) COMMERC	-			579,039.07	569,519.00
001-399-000-62	Restricted Cash Forward-BCC (19-15-08) WH WWW	-			105,407.64	92,619.00
001-399-000-63	Restricted Cash Forward-IDA (19-15-11) R. RIVETEF	-				-
001-399-000-67	Restricted Cash Forward-COBG (21-17-02) HWY 17	-			-	-
001-399-000-69	Restricted Cash Forward-BCC (21-17-04) WH W&W	-			1,163,522.00	1,163,522.00
001-399-000-70	Restricted Cash Forward-BCC (21-17-05) PIONEER	-			1,944.88	1,945.00
001-399-000-73	Restricted Cash Forward-TOZS (22-20-01) WATER MAIN EXPANSION				-	-
001-399-000-74	Restricted Cash Forward-COW (22-20-02) ELECTRIC DISTRIB RE				-	-
001-399-000-75	Restricted Cash Forward-COBG (22-20-03) PEACE RIVER OAKS UTILITY				96,053.88	-
001-399-000-76	Restricted Cash Forward-BOCC (22-20-04) HARDEE PARKS INFRASTUCTURE				787,961.68	712,186.00
001-399-000-77	Restricted Cash Forward-EDC (23-21-01) ADMIN FUNDING				150,000.00	-
001-399-000-78	Restricted Cash Forward-BOCC (23-22-01) ROADWAY				-	-
001-399-000-79	Restricted Cash Forward-BOCC (23-22-02) PUB WKS ADMIN BLDG				88,483.16	-
001-399-000-80	Restricted Cash Forward-BOCC (23-22-03) HWY 17/SR 62 TRAFFIC SIGNAL				-	-
001-399-000-81	Restricted Cash Forward-COW (23-22-04) SERV AREA 3 WATERLINE				-	-
001-399-000-82	Restricted Cash Forward-COW (23-22-05) S FL AVE WATER & WW MAIN EXT				-	-
001-399-000-83	Restricted Cash Forward-TOZS (23-22-06) WWTF IMPROVEMENTS				130,956.45	-
001-399-000-84	Restricted Cash Forward-BOCC (24-23-01) W WW Utility Mast Plan				850,000.00	850,000.00
001-399-000-85	Restricted Cash Forward-BOCC (24-23-02) Countywide Parks WIFI Infrastructure				125,000.00	93,816.00
001-399-000-86	Restricted Cash Forward-TOZS (24-23-03) WWTF Capacity Improvements				400,000.00	246,679.00
001-399-000-87	Restricted Cash Forward-COBG (24-23-04) Highway 17 Utilities				-	-
001-399-000-88	Restricted Cash Forward-COW (24-23-05) Heard Bridge Rd Loop				170,000.00	123,994.00
001-399-000-89	Restricted Cash Forward-COW (24-23-06) Watermains-Riverview Heights & Loop System				195,000.00	99,733.00
001-399-000-90	Restricted Cash Forward-COBG (24-24-01) Watermain Valves Improvement				1,000,000.00	1,000,000.00
001-399-000-91	Restricted Cash Forward-TOZS (26-25-01) Water Treatment Expansion				-	300,000.00
001-399-000-92	Restricted Cash Forward-BOCC (26-25-02) WH Phase 9				-	250,000.00
001-399-000-93	Restricted Cash Forward-COW (26-25-03) Heard Bridge Rd Watermain Loop				-	1,000,000.00
001-399-000-94	Restricted Cash Forward-COBG (26-25-04) Train Depot Improvements				-	125,000.00
001-399-000-95	Restricted Cash Forward-BOCC (26-25-05) Ctywide Parks WIFI				-	30,000.00
001-399-000-96	Restricted Cash Forward-BOCC (26-25-05) Gateway Signs				-	80,000.00
	TOTAL RESTRICTED CASH FORWARD	**-**	**-**	**-**	**6,484,715.26**	**4,954,013.00**
001-399-000-1	Cash Forward - EDA	6,273,980.41	6,497,182.51	5,132,318.81	416,889.60	2,113,255.00
	TOTAL REVENUE	**8,199,499.49**	**8,341,279.97**	**6,965,738.86**	**8,641,604.86**	**8,857,268.00**

2025-26 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT GENERAL FUND (001)

EXPENDITURES:		Actual	Actual	Budget	Budget	Budget
Account	Classification	Expend 2022	Expend 2023	Expend 2024	Amended 25	Proposed 26
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	267,500.50	71,684.00	12,344.00	641,346.50	-
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPANSION	535,357.19	17,622.58	-	579,039.07	569,519.00
001-552-000-62	BCC (19-15-08) WH WWW P5/6 EXPANSION	9,934.48	15,728.50	24,735.90	105,407.64	92,619.00
001-552-000-63	IDA (19-15-11) R. RIVETERS LLC-32 JOBS	125,000.00	-	-		
001-552-000-64	BCC (20-16-01) DECELERATION LANE-HWY 17	8,941.29	-	-	-	-
001-552-000-65	IDA (20-16-02) UTILITIES FEASIBILITY STUDY	148,339.00	109,583.50	-	-	-
001-552-000-66	COW (21-17-01) WATER MAIN LINES PH	-	776,023.00	-	-	-
001-552-000-67	COBG (21-17-02) HWY 17 UTILITIES EXPANSION	-	-	-	-	-
001-552-000-68	TOZS (21-17-03) WATER LINE EXPANSION HWY 1	551,000.00	-	-	-	-
001-552-000-69	BCC (21-17-04) WH W&WW PH7	-	-	-	1,163,522.00	1,163,522.00
001-552-000-70	BCC (21-17-05) PIONEER PARK LIFT STATION	-	22,490.56	28,564.56	1,944.88	1,945.00
001-552-000-71	EDC (21-18-01) ADMIN FUNDING	150,000.00		-	-	-
001-552-000-72	TOZS (22-19-01) ROW IMPRVMENTS CASA SAN A	92,340.00	157,660.00	-	-	-
001-552-000-73	TOZS (22-20-01) WATER MAIN EXPANSION	-	49,060.40	383,807.54	-	-
001-552-000-74	COW (22-20-02) ELECTRIC DISTRIB RE	36,320.26	447,784.14	515,895.60	-	-
001-552-000-75	COBG (22-20-03) PEACE RIVER OAKS UTILITY	-	-	716,157.37	96,053.88	-
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRASTUCTU	-	-	157,038.32	787,961.68	712,186.00
001-552-000-77	EDC (23-21-01) ADMIN FUNDING			-	150,000.00	-
001-552-000-78	BOCC (23-22-01) ROADWAY			200,000.00	-	-
001-552-000-79	BOCC (23-22-02) PUB WKS ADMIN BLDG			227,382.84	88,483.16	-
001-552-000-80	BOCC (23-22-03) HWY 17/SR 62 TRAFFIC SIGNAL			-	-	-
001-552-000-81	COW (23-22-04) SERV AREA 3 WATERLINE			700,000.00	-	-
001-552-000-82	COW (23-22-05) S FL AVE WATER & WW MAIN EXT			-	-	-
001-552-000-83	TOZS (23-22-06) WWTF IMPROVEMENTS			219,043.55	130,956.45	-
001-552-000-84	BOCC (24-23-01) W WW Utility Mast Plan				850,000.00	850,000.00
001-552-000-85	BOCC (24-23-02) Countywide Parks WIFI Infrastructure				125,000.00	93,816.00
001-552-000-86	TOZS (24-23-03) WWTF Capacity Improvements				400,000.00	246,679.00
001-552-000-87	COBG (24-23-04) Highway 17 Utilities				-	-
001-552-000-88	COW (24-23-05) Heard Bridge Rd Loop				170,000.00	123,994.00
001-552-000-89	COW (24-23-06) Watermains-Riverview Heights & Loop System				195,000.00	99,733.00
001-552-000-90	COBG (24-24-01) Watermain Valves Improvement				1,000,000.00	1,000,000.00
001-552-000-91	TOZS (26-25-01) Water Treatment Expansion				-	300,000.00
001-552-000-92	BOCC (26-25-02) WH Phase 9				-	250,000.00
001-552-000-93	COW (26-25-03) Heard Bridge Rd Watermain Loop				-	1,000,000.00
001-552-000-94	COBG (26-25-04) Train Depot Improvements				-	125,000.00
001-552-000-95	BOCC (26-25-05) Ctywide Parks WIFI				-	30,000.00
001-552-000-96	BOCC (26-25-05) Gateway Signs				-	80,000.00
	TOTAL CAPITAL PROJECTS	**3,222,200.98**	**1,675,774.86**	**3,184,969.68**	**6,484,715.26**	**4,954,013.00**
001-552-131-0	Professional Services	16,180.62	14,295.83	14,585.00	24,000.00	25,000.00
001-552-148-0	Promotional	-	-	-	1,000.00	1,000.00
001-552-149-0	Other Current Charges - Advertisement	392.68	402.14	279.14	3,000.00	3,000.00
001-552-149-1	Services provided by BOCC	8,809.40	5,683.74	3,363.17	18,000.00	18,000.00
001-552-149-3	Services provided by Clerk of Court	6,627.89	6,160.91	5,764.17	12,500.00	16,500.00
001-552-151-0	Office Supplies	-	-	-	-	-
	TOTAL OPERATING EXPENSES	**32,010.59**	**26,542.62**	**23,991.48**	**58,500.00**	**63,500.00**
	SUB-TOTAL	**3,254,211.57**	**1,702,317.48**	**3,208,961.16**	**6,543,215.26**	**5,017,513.00**
001-599-000-0	Reserve for Disbursement	4,945,287.92	6,638,962.49	3,756,777.70	2,098,389.60	3,839,755.00
	TOTAL	**8,199,499.49**	**8,341,279.97**	**6,965,738.86**	**8,641,604.86**	**8,857,268.00**
Explanations:		-	-	-	-	-
001-552-131-0	Attorney Fees @ $250.00 per hour, Security, & Audit @ $14,000.00					
001-552-148-0	Advertisements promotions and solicitation of applications					
001-552-149-0	Advertisements for meetings					
001-552-149-1	Work performed by BCC for EDA.					
001-552-149-3	Work performed by Clerk for EDA.					

UNOFFICIAL DOCUMENT

2025-26 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT **EXHIBIT B** **RECREATION FUND (004))N FUND (004)**

REVENUES:		Actual	Actual	Budget	Budget	Budget
Account	Classification	Revenue 22	Revenue 23	Revenue 24	Amended 25	Proposed 26
004-335-200-0	Mosaic Agreement for Recreation 25%	-	-	-	-	-
004-361-100-0	Interest - EDA	3,810.60	29,260.97	23,289.79	7,160.00	5,400.00
TOTAL REVENUE GENERATED		**3,810.60**	**29,260.97**	**23,289.79**	**7,160.00**	**5,400.00**
004-399-000-01	Restricted Cash Forward-HCSB (19-15-12) TENNIS COURTS	-			179,755.50	55,116.00
004-399-000-02	Restricted Cash Forward-HCSB (19-15-13) RECREATION CO	-			62,954.00	62,954.00
TOTAL RESTRICTED CASH FORWARD		**-**	**-**	**-**	**242,709.50**	**118,070.00**
004-399-000-0	Cash Forward - EDA Educ/Recr	1,906,016.37	1,029,499.62	274,832.06	46,252.35	56,461.00
TOTAL CASH FORWARD		**1,906,016.37**	**1,029,499.62**	**274,832.06**	**46,252.35**	**56,461.00**
TOTAL REVENUE		**1,909,826.97**	**1,058,760.59**	**298,121.85**	**296,121.85**	**179,931.00**

EXPENDITURES:		Actual	Actual	Budget	Budget	Budget
Account	Classification	Expend 22	Expend 23	Expend 24	Amended 25	Proposed 26
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	1,082.00	125,962.00	122,762.00	179,755.50	55,116.00
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX POOL	38,472.51	18,215.28	660,358.21	62,954.00	62,954.00
004-552-000-03	COBG (19-15-14) PARKS	67,550.15	210,556.98	-	-	-
004-552-000-04	BCC (19-15-15) HARDEE LAKES SPLASH PAD	136,166.40	108,115.60	-	-	-
004-552-000-05	COW (19-15-17) PARKS AT PEACE RIVER	180,617.04	416,396.96	-	-	-
004-552-000-06	COW (19-15-18) FARR FIELD	10,813.58	-	-	-	-
004-552-000-07	TOZS (19-15-19) PARKS	-	-	-	-	-
TOTAL CAPITAL PROJECTS		**434,701.68**	**879,246.82**	**783,120.21**	**242,709.50**	**118,070.00**
004-552-131-0	Professional Services			-	1,000.00	1,000.00
004-552-148-0	Promotional	-	-	-	-	-
004-552-149-0	Other Current Charges - Advertisement	-	-	-	-	-
004-552-149-1	Services provided by BOCC	-	-	-	-	-
004-552-149-3	Services provided by Clerk of Court	754.65	837.53	808.32	1,750.00	1,750.00
TOTAL OPERATING EXPENSES		**754.65**	**837.53**	**808.32**	**2,750.00**	**2,750.00**
SUB-TOTAL		**435,456.33**	**880,084.35**	**783,928.53**	**245,459.50**	**120,820.00**
004-599-000-0	Reserve for Disbursement	1,474,370.64	178,676.24	(485,806.68)	50,662.35	59,111.00
TOTAL		**1,909,826.97**	**1,058,760.59**	**298,121.85**	**296,121.85**	**179,931.00**
Explanations:						
004-552-131-0	Attorney Fees @ $250.00 per hour & Audit					
004-552-148-0	Advertisements promotions and solicitation of applications					
004-552-149-0	Advertisements for meetings					
004-552-149-1	Work performed by BCC for EDA.					
004-552-149-3	Work performed by Clerk for EDA.					

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AGENDA ITEM NO. 7.F

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Sarah Johnston, County Attorney -** Resolution 2025-01 - EDA Grant Guidelines
SUGGESTED ACTION:	- Motion to approve Resolution 2025-01, A Resolution of the Hardee County Economic Development Authority, approving amended infrastructure grant program guidelines to align with the revised purpose of the infrastructure grant program and to provide guidelines and criteria for exceptions to the application requirements; providing for an effective date.

ATTACHMENTS:

EDA Grant Guidelines Reso DRAFT.docx
EDA Grant Guidelines Amendments DRAFT.docx

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2025-01

A RESOLUTION OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY, APPROVING AMENDED INFRASTRUCTURE GRANT PROGRAM GUIDELINES TO ALIGN WITH THE REVISED PURPOSE OF THE INFRASTRUCTURE GRANT PROGRAM AND TO PROVIDE GUIDELINES AND CRITERIA FOR EXCEPTIONS TO THE APPLICATION REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County Economic Development Authority (the "EDA") was created in 2004 by Senate Bill 3110, in accordance with section 211.3103 (3)(b)(3), Florida Statutes, for the purpose of using severance tax funds paid to Hardee County to solicit, rank and fund projects that provide economic development opportunities and infrastructure within Hardee County; and

WHEREAS, the EDA's purpose was further clarified in Chapter 2020-200, Laws of Florida, to provide that any projects funded by the EDA shall be for public infrastructure projects submitted by Hardee County or an incorporated municipality located in Hardee County; and

WHEREAS, as a result of the changes approved by special act of the Florida Legislature on June 9, 2020, the EDA Grant Guidelines need to be amended to reflect the revised authority of the EDA and to provide guidelines and criteria for any exceptions to the grant application requirements; and

WHEREAS, the revised EDA Infrastructure Grant Program Guidelines (attached hereto as Exhibit "A" and incorporated herein by reference) shall be effective for applications received during the upcoming 2025 grant funding cycle; and

WHEREAS, the EDA approves the EDA Infrastructure Grant Program Guidelines (attached as Exhibit "A") and authorizes the County Manager and Ex-Officio Clerk to the Board to implement the program guidelines.

NOW THEREFORE, be it resolved, by the Hardee County Economic Development Board in a regular meeting assembled this ___ day of _____ 2025:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference.

Section 2. Approval. The Economic Development Authority Board hereby authorizes the County Manager and Ex-Officio Clerk to the Board to implement the program guidelines.

Section 9. Effective Date. This Resolution shall take effect upon approval by the Board and signature by the Chairman.

DULY APPROVED AND ADOPTED this ___ day of _____2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
Sarah Johnston, EDA Board Attorney

Please see the below included amendments included for your consideration. I have included comments to reflect the amendments that align with the current authority of the EDA as provided for in 2020-200, Laws of Florida. Any changes EDA authority to award to different entities or for something other than infrastructure will require submission to and approval by the Florida Legislature.

I have also included proposed language providing for exceptions to the grant administration process, including criteria for when those exceptions will be permitted and allowing the grant recipients to re-submit a grant application for the awarded funds but included language that limits the time to the current grant cycle in the event the grant recipient does not want or is not able to obtain approval for another project.

All proposed amendments are reflected by ~~strikethrough~~ for removal of text or <u>underline</u> for addition of text.

GUIDELINES OF THE
HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
(INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

VIII. EXCEPTIONS

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified ~~for-profit and not-for-profit~~ local government entities to fund projects that provide ~~economic development opportunities, private sector job creation or~~ infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. “BUSINESS ENTITY” means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. “SITE CRITERIA” means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. “SUPPORT FACILITY” means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. “PRIVATE SECTOR JOBS” means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. “PUBLIC SECTOR JOBS” means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".
2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of "performance-based mortgage instrument", as each application may require to adequately protect the public investment.
3. Joint infrastructure between a governmental entity/entities and a private sector employment or infrastructure entity.
4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into ~~four~~ two categories: Joint Application~~, Job Creation Application~~, ~~Economic Development Application,~~ and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into ~~four~~ two categories: Joint Application~~, Job Creation Application, Economic Development Application~~, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. ~~A local government entity (Board of County Commissioners,~~ Hardee County and incorporated municipalities within the County~~, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses~~ may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application~~, Job Creation Application, Economic Development Application,~~ and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure ~~or private sector job creation~~.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of ~~County~~ matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and

topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager’s Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager’s Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

VIII. EXCEPTIONS. The Authority may consider exceptions to application requirements, grant awards and grant administration if prior to expenditure of awarded grant funds, the Authority determines the criteria under which the grant recipient's project was approved is materially changed in a manner that the general requirements for the program set forth in Section III. is longer applicable or the project costs have significantly changed making completion of the project not feasible.

Upon a determination that an awarded project is materially changed and the general requirements for the program are longer applicable or, the project costs have significantly changed and the project is not feasible, the Authority shall permit the awarded grantee to re-submit a completed grant application to use the previously awarded funds for a new project. In the event the grantee does not receive approval for use of the previously awarded funds within the current grant cycle, those funds shall be available for award to any applicant during the next grant cycle.

Creation: Senate Bill 3110, House Bill 1303, ~~and~~ House Bill 1627, and House Bill 1465, CH 2020-200, Laws of Florida.
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

June 9, 2020

[insert most recent amendment adoption date]

AGENDA ITEM NO. 7.G

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** Countywide Parks Wi-Fi Infrastructure Grant Agreement
SUGGESTED ACTION:	- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for the Countywide Parks Wi-Fi Infrastructure in the amount of $30,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement - BOCC - Countywide Parks Wi-Fi Infrastructure.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August, 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Board of County Commissioners, hereinafter referred to as the "COUNTY," located at 412 W Orange St, Suite 103, Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed County infrastructure project, Countywide Parks Wi-Fi Infrastructure, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the County for the Countywide Parks Wi-Fi Infrastructure that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $30,000 as provided for in Exhibit “A;” and

The Countywide Parks Wi-Fi Infrastructure, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made at the duly

noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the County agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

HARDEE COUNTY BOCC
412 W ORANGE ST, SUITE 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

2.0 ADMINISTRATOR: The EDA Agreement administrator is Russell Melendy, Chair. The County Agreement administrator is Terry Atchley, County Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 COUNTY DESCRIPTION:

(a) The County is an operating unit of Hardee County Board of County Commissioners, FEIN 59-6000632.

5.0 PROJECT DESCRIPTION: Countywide Parks Wi-Fi Infrastructure

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE COUNTY: The County agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit “C”.

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the County in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the County to comply with any material term or condition of this Agreement or a decision by the County either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the County with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the County liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party

is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the County and the authorized agent of EDA.

18.0 INDEMNIFICATION: The County shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from County's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the County and third parties made pursuant to this Agreement. County shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from County performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The County shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The County shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this

Agreement, the County shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	HARDEE COUNTY BOCC
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

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36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$ _____
2.	Permitting (attach invoices)	$ _____
3.	Construction and/or Demolition (attach invoices)	$ _____
5.	Other (list - must be specified in agreement)	$ _____
6.	Total Cumulative to Date	$ _____
7.	Less Retainage (10%) (not required for government entities)	$ _____
8.	Less Previous Disbursements	$ _____
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$ _____

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 7.H

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** Gateway Signs Grant Agreement
SUGGESTED ACTION:	- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for Gateway Signs in the amount of $80,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement - BOCC - Gateway Signs.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August, 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Board of County Commissioners, hereinafter referred to as the "COUNTY," located at 412 W Orange St, Suite 103, Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed County infrastructure project, Gateway Signs, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the County for the Gateway Signs project that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $80,000 as provided for in Exhibit “A;” and

The Gateway Signs, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the County agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

HARDEE COUNTY BOCC
412 W ORANGE ST, SUITE 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

2.0 ADMINISTRATOR: The EDA Agreement administrator is Russell Melendy, Chair. The County Agreement administrator is Terry Atchley, County Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 COUNTY DESCRIPTION:

(a) The County is an operating unit of Hardee County Board of County Commissioners, FEIN 59-6000632.

5.0 PROJECT DESCRIPTION: Gateway Signs

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE COUNTY: The County agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the County in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the County to comply with any material term or condition of this Agreement or a decision by the County either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the County with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the County liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with

the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the County and the authorized agent of EDA.

18.0 INDEMNIFICATION: The County shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from County's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the County and third parties made pursuant to this Agreement. County shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from County performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The County shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The County shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the County shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	HARDEE COUNTY BOCC
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$
2.	Permitting (attach invoices)	$
3.	Construction and/or Demolition (attach invoices)	$
5.	Other (list - must be specified in agreement)	$
6.	Total Cumulative to Date	$
7.	Less Retainage (10%) (not required for government entities)	$
8.	Less Previous Disbursements	$
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 7.I

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** Wauchula Hills Phase 9 Sanitary Sewer Grant Agreement
SUGGESTED ACTION:	- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Hardee County Board of County Commissioners effective October 1, 2025, for the Wauchula Hills Phase 9 Sanitary Sewer project in the amount of $250,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement - BOCC - Wauchula Hills Phase 9 Sanitary Sewer.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August, 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Board of County Commissioners, hereinafter referred to as the "COUNTY," located at 412 W Orange St, Suite 103, Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed County infrastructure project, Wauchula Hills Phase 9 Sanitary Sewer, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the County for the Wauchula Hills Phase 9 Sanitary Sewer project that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $250,000 as provided for in Exhibit “A;” and

The Wauchula Hills Phase 9 Sanitary Sewer, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made at the duly

noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the County agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

HARDEE COUNTY BOCC
412 W ORANGE ST, SUITE 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

2.0 ADMINISTRATOR: The EDA Agreement administrator is Russell Melendy, Chair. The County Agreement administrator is Terry Atchley, County Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 COUNTY DESCRIPTION:

(a) The County is an operating unit of Hardee County Board of County Commissioners, FEIN 59-6000632.

5.0 PROJECT DESCRIPTION: Wauchula Hills Phase 9 Sanitary Sewer

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE COUNTY: The County agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit “C”.

8.0 <u>OBLIGATIONS OF THE EDA</u>: The EDA agrees to:

(a) provide a format for all required reports and assist the County in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 <u>TERMINATION OF THIS AGREEMENT</u>:

(a) The Agreement may be terminated by EDA upon failure of the County to comply with any material term or condition of this Agreement or a decision by the County either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the County with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 <u>PENALTY</u>: Fraudulent procurement or receipt of funds under this program renders the County liable for repayment.

11.0 <u>LEGAL REQUIREMENTS</u>:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party

is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the County and the authorized agent of EDA.

18.0 INDEMNIFICATION: The County shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from County's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the County and third parties made pursuant to this Agreement. County shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from County performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The County shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The County shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this

Agreement, the County shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	HARDEE COUNTY BOCC
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$ _____
2.	Permitting (attach invoices)	$ _____
3.	Construction and/or Demolition (attach invoices)	$ _____
5.	Other (list - must be specified in agreement)	$ _____
6.	Total Cumulative to Date	$ _____
7.	Less Retainage (10%) (not required for government entities)	$ _____
8.	Less Previous Disbursements	$ _____
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$ _____

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 7.J

Hardee County
FLORIDA

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Pamela Durrance, City of Bowling Green -** Train Depot Improvements Grant Agreement

SUGGESTED ACTION:

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the City of Bowling Green for the Train Depot Improvement project in the amount of $125,000; authorizing the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement - COBG Train Depot Improvements.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and the City of Bowling Green, hereinafter referred to as the "CITY," located at 104 E. Main Street, Bowling Green, Florida 33834.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed City infrastructure project, Train Depot Improvements, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the City for the Train Depot Improvements that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $125,000 as provided for in Exhibit “A;” and

The Train Depot Improvements, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the City agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
CITYMANAGER@BOWLINGGREENFLORIDA.ORG
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

CITY OF BOWLING GREEN
104 E. MAIN STREET
BOWING GREEN, FL 33834
P: 863-375-2255
E:

2.0 ADMINISTRATOR: The EDA Agreement administrator is Terry Atchley, County Manager. The City Agreement administrator is Pamela Durrance, City Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 CITY DESCRIPTION:

(a) The City is an operating unit of City of Bowling Green, FEIN 59-6000281.

5.0 PROJECT DESCRIPTION Train Depot Improvements

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE CITY: The City agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the City in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the City to comply with any material term or condition of this Agreement or a decision by the City either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the City with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the City liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with

the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The City will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The City shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the City and the authorized agent of EDA.

18.0 <u>INDEMNIFICATION</u>: The City shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from City's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the City and third parties made pursuant to this Agreement. City shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from City performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 <u>COMPLIANCE WITH LAWS</u>

(a) The City shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The City shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The City shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the City shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those

contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	CITY OF BOWLING GREEN
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$
2.	Permitting (attach invoices)	$
3.	Construction and/or Demolition (attach invoices)	$
5.	Other (list - must be specified in agreement)	$
6.	Total Cumulative to Date	$
7.	Less Retainage (10%) (not required for government entities)	$
8.	Less Previous Disbursements	$
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 7.K

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Olivia Minshew, City of Wauchula -** Heard Bridge Road Watermain Loop Project Grant Agreement

SUGGESTED ACTION:

- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the City of Wauchula effective October 1, 2025, for the Heard Bridge Road Watermain Loop Project in the amount of $1,000,000 and authorization for the Chair or County Mangar to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement - COW Heard Bridge Road Watermain Loop Project.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and the City of Wauchula, hereinafter referred to as the "CITY," located at 126 South 7th Ave., Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed City infrastructure project, Heard Bridge Road Watermain Loop Project, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the City for the Heard Bridge Road Watermain Loop Project that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $1,000,000 as provided for in Exhibit “A;” and

The Heard Bridge Road Watermain Loop Project, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made

at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the City agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

CITY OF WAUCHULA
126 SOUTH 7TH AVE.
WAUCHULA, FL 33873
P: 863-773-3131
E: OMINSHEW@CITYOFWAUCHULA.COM

2.0 ADMINISTRATOR: The EDA Agreement administrator is Terry Atchley, County Manager. The City Agreement administrator is Olivia Minshew, City Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 CITY DESCRIPTION:

(a) The City is an operating unit of City of Wauchula, FEIN 59-6000446.

5.0 PROJECT DESCRIPTION: Heard Bridge Road Watermain Loop Project

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE CITY: The City agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the City in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the City to comply with any material term or condition of this Agreement or a decision by the City either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the City with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the City liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The City will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The City shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party

is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the City and the authorized agent of EDA.

18.0 INDEMNIFICATION: The City shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from City's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the City and third parties made pursuant to this Agreement. City shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from City performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The City shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The City shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The City shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the City shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	CITY OF WAUCHULA
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$ _____
2.	Permitting (attach invoices)	$ _____
3.	Construction and/or Demolition (attach invoices)	$ _____
5.	Other (list - must be specified in agreement)	$ _____
6.	Total Cumulative to Date	$ _____
7.	Less Retainage (10%) (not required for government entities)	$ _____
8.	Less Previous Disbursements	$ _____
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$ _____

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 7.L

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 26, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Linda Roberson, Town of Zolfo Springs -** Town of Zolfo Springs Water Treatment Plant Expansion Grant Agreement
SUGGESTED ACTION:	- Motion to approve the EDA Grant Award Agreement between the Economic Development Authority and the Town of Zolfo Springs effective October 1, 2025, for the Water Treatment Plant Expansion project in the amount of $300,000 and authorization for the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

EDA Infrastructure Agreement -TOZS Water Treatment Plant Expansion.doc

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 26th day of August 2025, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and the Town of Zolfo Springs, hereinafter referred to as the "TOWN," located at PO BOX 162, Zolfo Springs, Florida 33890.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed Town infrastructure project, Water Treatment Plant Expansion, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the Town for the Water Treatment Plant Expansion that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $300,000 as provided for in Exhibit “A;” and

The Water Treatment Plant Expansion, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the representations made at the duly

noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the Town agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; F: 863-773-0958

TOWN OF ZOLFO SPRINGS
PO BOX 162
ZOLFO SPRINGS, FL 33890
P: 863-735-0405; F: 863-735-1684

2.0 ADMINISTRATOR: The EDA Agreement administrator is Terry Atchley, County Manager. The Town Agreement administrator is Linda Roberson, Town Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2025, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 TOWN DESCRIPTION:

(a) The Town is an operating unit of Town of Zolfo Springs, FEIN 59-6045866.

5.0 PROJECT DESCRIPTION Water Treatment Plant Expansion

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE TOWN: The Town agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the Town in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the Town to comply with any material term or condition of this Agreement or a decision by the Town either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the Town with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the Town liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and

rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The Town will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The Town shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 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.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the Town and the authorized agent of EDA.

18.0 <u>INDEMNIFICATION</u>: The Town shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Town's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Town and third parties made pursuant to this Agreement. Town shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Town performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 <u>COMPLIANCE WITH LAWS</u>

(a) The Town shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The Town shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The Town shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the Town shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those

contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	TOWN OF ZOLFO SPRINGS
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

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I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. "APPLICANT" means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. "APPLICATION" means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. "APPLICATION SUBMISSION PERIOD" means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. "AUTHORITY" means the Hardee County Economic Development Authority.

5. "BUSINESS ENTITY" means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY” means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. “PRIORITY LIST” means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the “Criteria for the Purpose of Ranking Projects” summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. “PROJECT COMPLETION” means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of “performance-based mortgage instrument”, as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of County matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the

Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627
Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The County shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details
(Cumulative amounts)

1.	Architectural and Engineering (attach invoices)	$ _____
2.	Permitting (attach invoices)	$ _____
3.	Construction and/or Demolition (attach invoices)	$ _____
5.	Other (list - must be specified in agreement)	$ _____
6.	Total Cumulative to Date	$ _____
7.	Less Retainage (10%) (not required for government entities)	$ _____
8.	Less Previous Disbursements	$ _____
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$ _____

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

County Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's County Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of County Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS | WORK ACCOMPLISHED | % COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April 15th
_____	April through June	:	Due July 15th
_____	July through September	:	Due October 15th
_____	October through December	:	Due January 15th

County Agreement Administrator: _____
Signature Date