Hardee County
FLORIDA

AGENDA

Economic Development Authority

ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING

August 4, 2026, at 8:30 AM

COMMISSION 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
Dawn Page

Interim County Manager Holly Smith
Clerk Victoria L. Rogers
County Attorney Sarah Allen
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 notice was published in the Herald Advocate and the Florida Administrative Weekly on July 30, 2026.

5. **APPROVAL OF MINUTES**

A. Approval of meeting minutes from June 16, 2026.

- Motion to approve the meeting minutes from June 16, 2026, as presented.

6. **BUSINESS AGENDA**

A. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Board acknowledgment of the Clerk's monthly financial statements for the months ending April 30, 2026, May 31, 2026, and June 30, 2026.

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

B. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Board approval and ratification of vouchers payable dated April 1, 2026, through June 30, 2026, totaling $239,784.10, which includes 21 issued checks numbered 1117 through 1137.

These vouchers payable include reimbursement requests and invoice checks. These were issued in accordance with 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 vouchers paid April 1, 2026, through June 30, 2026, totaling $239,784.10, which includes 21 issued checks numbered 1117 through 1137.

C. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Economic Development Authority (EDA) Resolution 2026-02, adopting a budget for Fiscal Year 2026-2027 (General and Recreation).

- Motion to approve Economic Development Authority Resolution 2026-02, adopting a budget for Fiscal Year 2026-2027 (General and Recreation); providing for severability, and providing for an effective date.

D. **Krystin Chapman, The Development Group -** Commerce Park Expansion Grant Amendment

- Motion to approve the amendments to the scope of work for the Commerce Park Expansion as presented; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

E. **Chairman Melendy -** 2026 Grant Application Scoring, Funding & Approval

- Motion to award the following grant agreements in the amount designated including the necessary budget amendments, with an effective date of October 1, 2026; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

- City of Bowling Green - Pyatt Park Outdoor Fitness Court & Recreation Enhancement Project in the amount of $
- City of Wauchula - Pavement Management Plan & Electric Distribution System Master Plan in the amount of $
- Town of Zolfo Springs - Sanitary Sewer Evaluation Survey in the amount of $
- Hardee County BOCC - Pioneer Park Infrastructure Improvements in the amount of $
- Hardee County BOCC - Hardee Lakes Park Septic Tank & Elevated Drainfield in the amount of $
- Hardee County BOCC - Hamm Radio Emergency Communications in the amount of $
- Hardee County BOCC - Pocket Park in the amount of $

7. ADJOURNMENT

AGENDA ITEM NO. 5.A

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 4, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Minutes for Approval
AGENDA SECTION:	**APPROVAL OF MINUTES**
SUBJECT:	Approval of meeting minutes from June 16, 2026.
SUGGESTED ACTION:	- Motion to approve the meeting minutes from June 16, 2026, as presented.

ATTACHMENTS:
Meeting Minutes.docx

Hardee County
FLORIDA

MINUTES

Economic Development Authority

ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING

June 16, 2026, at 8:30 AM

COMMISSION 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	**Absent**	
Donna Doubleday	Board Member	**Present**	
Linda Roberson	Board Member	**Present**	
Dawn Page	Board member	**Present**	
Olivia Minshew	Board Member	**Present**	
Terry Atchley	County Manager	**Present**	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	**Absent**	
Kristin Ottinger	Assistant County Attorney	**Present**	
Holly Smith	Administrative Services Manager	**Absent**	
Brandy Crawford	Executive Assistant	**Present**	

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

3. APPROVAL OF THE AGENDA

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

So, moved by Commissioner Flores and seconded by Board Member Minshew.

Motion carried 8 to 0.
Ayes – Wells, Flores, Chancey, Melendy, Doubleday, Roberson, Page, and Minshew
Absent – Miller

4. AFFIDAVIT OF PUBLICATION

Chair Melendy announced the meeting notice was published in *The Herald-Advocate* and the *Florida Administrative Weekly* on June 11, 2026.

5. APPROVAL OF MINUTES

A. Approval of meeting minutes from April 28, 2026.

Chair Melendy requested the pleasure of the Board.

Motion by Board Member Minshew and second by Commissioner Chancey to approve the meeting minutes from April 28, 2026, as presented.

Motion carried 8 to 0.
Ayes – Wells, Flores, Chancey, Melendy, Doubleday, Roberson, Page, and Minshew
Absent – Miller

County Manager Atchley recapped the grant application process. He advised the fiscal year 2027 grant cycle opened on May 1 and closed on May 29. During today's meeting, each applicant would present their request and answer questions from board members. Then, during the August 4 meeting, applications would be ranked and funding decided. Approximately $2.1 million was available for projects within the grant cycle.

6. GRANT PRESENTATIONS

A. Pavement Management Plan and Electric District System Master Plan:

Board Member Minshew advised Mr. Eason would present the grant application. Mr. Eason stated the City of Wauchula was requesting $172,000 for an updated pavement management plan and $150,600 for an electric distribution system master plan for a total funding request of $322,600. The pavement management plan currently utilized by the City of Wauchula was from 2019 and needs to be updated. Mr. Eason stated the City of Wauchula did not have an electric distribution master plan. The plan would provide a comprehensive report to evaluate current system capacity, model future load growth, and identify capital improvements necessary to support commercial and industrial expansion. Mr. Eason advised the Florida Municipal Power Authority (FMPA) provided a quote for the creation of the electric distribution master plan. Commissioner Flores questioned the vendor utilized for the pavement management plan. Board Member Minshew stated the City of Wauchula had been working with Kimley Horn for quotes on the study. County Manager Atchley advised Kimley Horn was the vendor utilized by the BOCC for their recent pavement management plan.

B. Sanitary Sewer Evaluation Survey:

Board Member Roberson, Town of Zolfo Springs, advised the Town was requesting $300,000 to complete a Sanitary Sewer Evaluation Survey (SSES) within portions of the collection system to assist in identifying deteriorating infrastructure, inflow and infiltration sources, and immediate repair needs. Board Member Roberson advised the Town of Zolfo Springs received a $300,000 grant from the Florida Department of Commerce's Rural Infrastructure Fund (RIF) Program to support the planning, engineering and field investigation activities associated with the Town's ongoing SSES efforts. The funds requested from the EDA will complement and continue the Town's phased systemwide SSES and rehabilitation planning efforts.

C. Pyatt Park Outdoor Fitness Court & Recreation Enhancement Project:

Board Member Page, City of Bowling Green, advised the City was requesting $425,000 for improvements to Pyatt Park. The improvements included $316,000 for a fitness court, $47,000 for walking trail improvements, $52,000 for additional lighting at the pickleball courts, and an additional $10,000 for permitting. Commissioner Flores stated he thought the purpose of EDA funds was to promote infrastructure projects. He believed this project may be considered recreational instead of infrastructure. County Manager Atchley advised EDA funds are utilized for infrastructure, which includes all physical, tangible items. EDA funds typically did not cover repair and maintenance. Therefore, the request from the City of Bowling Green would fall within the guidelines of infrastructure. Board Member Page advised the City was applying for additional funding for this project to allow the EDA grant funds to be utilized as matching funds if awarded. Commissioner Melendy questioned if lighting would be included around the fitness court. Board Member Page advised lighting within the fitness court would not be included during this phase of the project. Commissioner Melendy questioned if the City had concerns about vandalism within the park with the additional infrastructure. Board Member Page advised vandalism within the park is very minimal.

D. Pioneer Park Infrastructure Improvements:

Christopher Simpron, Assistant County Manager, advised the BOCC was requesting $560,510 for the next phase of the Pioneer Park Infrastructure Improvements. The funds would be utilized to construct an ADA compliant restroom facility, connect utilities infrastructure and site improvements. Commissioner Wells questioned the size of the proposed restroom facility. Assistant County Manager Simpron advised the restroom would be the same size as the bath house. Commissioner Flores questioned construction method for the restroom. Assistant County Manager Simpron advised the restroom would be a metal and prefab concrete building similar to the bathhouse. Board Member Minshew questioned what will happen to the existing restroom facility. Assistant County Manager Simpron advised the current restroom facilities would be remodeled in the future. Discussions ensued about the cost of the restroom facility. County Manager Atchley advised staff would be prepared during the August meeting to bring a side-by-side comparison for a site-built restroom facility and the prefab facility for discussion.

E. Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design Project:

Assistant County Manager, Christopher Simpron, advised the BOCC was requesting $395,260 for Hardee Lakes septic tank and drain field modernization project. If awarded, these funds would cover the design, permitting and construction of a modernized system within Hardee Lakes. Commissioner Flores commented that this application appeared to be repair and maintenance related, not infrastructure improvements.

F. Pocket Park:

Assistant County Manager, Christopher Simpron, advised the BOCC was requesting $150,000 for the conceptual and final design, and permitting of a pocket park on the vacant land off of Highway 17 and K.D. Revell Road in the area of the new Hardee County Sheriff's Office jail and administrative building. The pocket park would contain a walking path and seating area and also enhance the corridor appearance. Commissioner Wells commented this project may not fit the funding requirements for infrastructure. Commissioner Chancey questioned who would be liable for the pond on the project. Assistant County Manager Simpron advised the liability was unknown during this conceptual phase but would be established between the BOCC and FDOT within the maintenance agreement. Board Member Roberson questioned if recreational funds could be utilized for this project. Board Member Minshew advised during the last EDA meeting, Clerk Rogers advised the recreational account had a balance of approximately $60,000.

G. Hamm Radio Emergency Communications:

Assistant County Manager, Christopher Simpron, stated the BOCC was applying for $65,000 for the installation of a Hamm Radio system on the communications towers located at Pioneer Park and the Commerce Park. This system would provide emergency responders with a reliable backup communications system during disasters, improve regional connectivity and coordination, and expand Hardee County's emergency communications capabilities.

Commissioner Chancey questioned the total amount of funds requested for the grant cycle and the total amount of funds available within the account. County Manager Atchley advised the total requests for the grant cycle was $2,218,370. The Clerk advised during the previous EDA meeting the available funds were approximately $2.1 million. County Manager Atchley stated in his opinion, the pocket park was the lowest priority project submitted within the grant cycle. This project can be completed within future grant cycles. Commissioner Flores questioned the perimeters of the EDA infrastructure funds. He wanted to make sure the funds were utilized for infrastructure needs and not community wants. Commissioner Flores stated he would like to see funds set aside for future bigger projects in the future to assist with connecting the Cities/Town with the County infrastructure.

County Manager Atchley advised the next EDA meeting would be held on August 4, 2026, beginning at 8:30 a.m. This meeting would be to rank and fund the projects.

7. ADJOURNMENT

With no further business, the meeting was adjourned at 10:20 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 4, 2026
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** - Board acknowledgment of the Clerk's monthly financial statements for the months ending April 30, 2026, May 31, 2026, and June 30, 2026.
SUGGESTED ACTION:	- Motion to acknowledge the Clerk's monthly financial statements as presented.

ATTACHMENTS:
EDA 2026-04 FS WM.pdf
EDA 2026-05 FS WM.pdf
EDA 2026-06 FS 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 6, 2026

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 month ending April 30, 2026, as prepared by 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, 2026

INDEPENDENT BOARD

Balance Sheet

58.33 % Yr Complete For Fiscal Year: 2026 / 4

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	1,588,517.65	8,369,129.66
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	1,590,417.65	8,371,029.66
	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	5,343,197.49
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,405,292.09
001	YTD Accumulated	1,590,417.65	1,622,540.08
	Total Equity	1,590,417.65	8,371,029.66
	Total Liabilites and Equity	1,590,417.65	8,371,029.66
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2026 / 4

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,550,000	81,417.21	1,631,417.21	1,631,417.21	1,631,417.21	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,000.00-	210,000.00	15,984.80	115,220.96	55%
	TOTAL REVENUE	1,790,000	51,417.21	1,841,417.21	1,647,402.01	1,746,638.17	95%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	328,255	6,946.77	335,201.77	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	328,255	6,946.77	335,201.77	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	569,519	0.07	569,519.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	92,619	11,000.36-	81,618.64	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	4,720.00-	1,158,802.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	1,945	1,945.00-	0.00	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	712,186	46,085.55-	666,100.45	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	93,816	69,101.73-	24,714.27	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	246,679	61,106.37-	185,572.63	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	123,994	81,317.75-	42,676.25	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	99,733	72,536.00-	27,197.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-91	Restricted Cash Fwd-TOZS (26-25-01)	300,000	0.00	300,000.00	0.00	0.00	0%
001-399-000-92	Restricted Cash Fwd-BOCC (26-25-02)	250,000	0.00	250,000.00	0.00	0.00	0%
001-399-000-93	Restricted Cash Fwd-COW (26-25-03)	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-94	Restricted Cash Fwd-COBG (26-25-04)	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-95	Restricted Cash Fwd-BOCC (26-25-05)	30,000	0.00	30,000.00	0.00	0.00	0%
001-399-000-96	Restricted Cash Fwd-BOCC (26-25-07)	80,000	0.00	80,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	6,739,013	347,812.69-	6,391,200.31	0.00	0.00	0%
	TOTAL ALL REVENUES	8,857,268	289,448.71-	8,567,819.29	1,647,402.01	1,746,638.17	20%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2026 / 4

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	569,519.00	0.07	569,519.07	0.00	0.00	0.00	0%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	92,619.00	11,000.36-	81,618.64	0.00	0.00	0.00	0%	81,618.64
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	4,720.00-	1,158,802.00	0.00	0.00	0.00	0%	1,158,802.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	1,945.00	1,945.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	712,186.00	46,085.55-	666,100.45	11,960.00	25,760.00	0.00	4%	640,340.45
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	93,816.00	69,101.73-	24,714.27	564.98	24,714.27	0.00	100%	0.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	246,679.00	61,106.37-	185,572.63	6,972.35	6,972.35	0.00	4%	178,600.28
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	123,994.00	81,317.75-	42,676.25	3,435.00	13,806.25	0.00	32%	28,870.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	99,733.00	72,536.00-	27,197.00	2,185.00	10,544.75	0.00	39%	16,652.25
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
001-552-000-91	TOZS (26-25-01) WATER TREATMENT EX	300,000.00	0.00	300,000.00	0.00	0.00	0.00	0%	300,000.00
001-552-000-92	BOCC (26-25-02) WH PHASE 9	250,000.00	0.00	250,000.00	0.00	0.00	0.00	0%	250,000.00
001-552-000-93	COW (26-25-03) HEARD BRIDGE RD WAT	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
001-552-000-94	COBG (26-25-04) TRAIN DEPOT IMPRVM	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	30,000.00	0.00	30,000.00	26,784.53	26,784.53	0.00	89%	3,215.47
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	80,000.00	0.00	80,000.00	0.00	3,065.00	0.00	4%	76,935.00
	TOTAL GRANT AGREEMENTS	6,739,013.00	347,812.69-	6,391,200.31	51,901.86	111,647.15	0.00	2%	6,279,553.16
001-552-131-0	PROFESSIONAL SERVICES	25,000.00	0.00	25,000.00	4,702.50	9,655.00	0.00	39%	15,345.00
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	0.00	135.94	0.00	5%	2,864.06
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	63,500.00	0.00	63,500.00	5,082.50	12,450.94	0.00	20%	51,049.06
	TOTAL GRANTS AND OPERATING EXP	6,802,513.00	347,812.69-	6,454,700.31	56,984.36	124,098.09	0.00	2%	6,330,602.22
001-599-000-0	RESERVE FOR DISBURSEMENT	2,054,755.00	58,363.98	2,113,118.98	0.00	0.00	0.00	0%	2,113,118.98
	TOTAL ALL EXPENSES	8,857,268.00	289,448.71-	8,567,819.29	56,984.36	124,098.09	0.00	1%	8,443,721.20

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

58.33 % Yr Complete For Fiscal Year: 2026 / 4

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	1,631,417.21	1,631,417.21
001-361-100-0	INTEREST-ECONOMIC DISTRICT	15,984.80	115,220.96
	TOTAL REVENUES	1,647,402.01	1,746,638.17
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	1,647,402.01	1,746,638.17
	EXPENSES		
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRAS	11,960.00	25,760.00
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI IN	564.98	24,714.27
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPRO	6,972.35	6,972.35
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOOP	3,435.00	13,806.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	2,185.00	10,544.75
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	26,784.53	26,784.53
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	0.00	3,065.00
001-552-131-0	PROFESSIONAL SERVICES	4,702.50	9,655.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	0.00	135.94
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	2,660.00
	TOTAL EXPENSES	56,984.36	124,098.09
001	NET INCOME (LOSS)	1,590,417.65	1,622,540.08

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

58.33 % Yr Complete For Fiscal Year: 2026 / 4

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	76.07-	110,089.39
004-155-100-00	PREPAID ACCOUNTING SERVICES	275.00	275.00
	Total Assets	198.93	110,364.39
	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
004-271-000-0	FUND BALANCE	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	0.00
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	108,705.94
004	YTD Accumulated	198.93	1,658.45
	Total Equity	198.93	110,364.39
	Total Liabilites and Equity	198.93	110,364.39
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2026 / 4

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	5,400	1,320.00-	4,080.00	253.93	2,043.45	50%
	TOTAL REVENUE	5,400	1,320.00-	4,080.00	253.93	2,043.45	50%
004-399-000-0	CASH FORWARD EDA RECREATION	56,461	5,218.99	61,679.99	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	56,461	5,218.99	61,679.99	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	55,116	55,116.00-	0.00	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	15,928.05-	47,025.95	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	118,070	71,044.05-	47,025.95	0.00	0.00	0%
	TOTAL ALL REVENUES	179,931	67,145.06-	112,785.94	253.93	2,043.45	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

58.33 % Yr Complete For Fiscal Year: 2026 / 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	55,116.00	55,116.00-	0.00	0.00	0.00	0.00	0%	0.00
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	15,928.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
	TOTAL GRANT AGREEMENTS	118,070.00	71,044.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
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	120,820.00	71,044.05-	49,775.95	55.00	385.00	0.00	1%	49,390.95
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	59,111.00	3,898.99	63,009.99	0.00	0.00	0.00	0%	63,009.99
	TOTAL ALL EXPENSES	179,931.00	67,145.06-	112,785.94	55.00	385.00	0.00	0%	112,400.94

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE SEVEN (7) MONTHS ENDING APRIL 30, 2026

INDEPENDENT BOARD - RECREATION

REVENUE & EXPENSE STATEMENT

58.33 % Yr Complete For Fiscal Year: 2026 / 4

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	253.93	2,043.45
	TOTAL REVENUES	253.93	2,043.45
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	253.93	2,043.45
	EXPENSES		
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	385.00
	TOTAL EXPENSES	55.00	385.00
004	NET INCOME (LOSS)	198.93	1,658.45

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY _____ CLERK
MAY 6, 2026

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

June 3, 2026

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 month ending May 31, 2026, as prepared by 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, 2026

INDEPENDENT BOARD

Balance Sheet

66.66 % Yr Complete For Fiscal Year: 2026 / 5

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	99,920.18-	8,269,209.48
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	100,300.18-	8,270,729.48
	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	5,343,197.49
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,405,292.09
001	YTD Accumulated	100,300.18-	1,522,239.90
	Total Equity	100,300.18-	8,270,729.48
	Total Liabilites and Equity	100,300.18-	8,270,729.48
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2026 / 5

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,550,000	81,417.21	1,631,417.21	0.00	1,631,417.21	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,000.00-	210,000.00	19,781.28	135,002.24	64%
	TOTAL REVENUE	1,790,000	51,417.21	1,841,417.21	19,781.28	1,766,419.45	96%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	328,255	6,946.77	335,201.77	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	328,255	6,946.77	335,201.77	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	569,519	0.07	569,519.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	92,619	11,000.36-	81,618.64	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	4,720.00-	1,158,802.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	1,945	1,945.00-	0.00	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	712,186	46,085.55-	666,100.45	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	93,816	69,101.73-	24,714.27	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	246,679	61,106.37-	185,572.63	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	123,994	81,317.75-	42,676.25	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	99,733	72,536.00-	27,197.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-91	Restricted Cash Fwd-TOZS (26-25-01)	300,000	0.00	300,000.00	0.00	0.00	0%
001-399-000-92	Restricted Cash Fwd-BOCC (26-25-02)	250,000	0.00	250,000.00	0.00	0.00	0%
001-399-000-93	Restricted Cash Fwd-COW (26-25-03)	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-94	Restricted Cash Fwd-COBG (26-25-04)	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-95	Restricted Cash Fwd-BOCC (26-25-05)	30,000	0.00	30,000.00	0.00	0.00	0%
001-399-000-96	Restricted Cash Fwd-BOCC (26-25-07)	80,000	0.00	80,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	6,739,013	347,812.69-	6,391,200.31	0.00	0.00	0%
	TOTAL ALL REVENUES	8,857,268	289,448.71-	8,567,819.29	19,781.28	1,766,419.45	21%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2026 / 5

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	569,519.00	0.07	569,519.07	0.00	0.00	0.00	0%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	92,619.00	11,000.36-	81,618.64	0.00	0.00	0.00	0%	81,618.64
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	4,720.00-	1,158,802.00	0.00	0.00	0.00	0%	1,158,802.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	1,945.00	1,945.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	712,186.00	46,085.55-	666,100.45	72,179.46	97,939.46	0.00	15%	568,160.99
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	37,506.80	37,506.80	0.00	4%	812,493.20
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	93,816.00	69,101.73-	24,714.27	0.00	24,714.27	0.00	100%	0.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	246,679.00	61,106.37-	185,572.63	0.00	6,972.35	0.00	4%	178,600.28
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	123,994.00	81,317.75-	42,676.25	0.00	13,806.25	0.00	32%	28,870.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	99,733.00	72,536.00-	27,197.00	0.00	10,544.75	0.00	39%	16,652.25
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	1,000,000.00	0.00	1,000,000.00	8,047.50	8,047.50	0.00	1%	991,952.50
001-552-000-91	TOZS (26-25-01) WATER TREATMENT EX	300,000.00	0.00	300,000.00	0.00	0.00	0.00	0%	300,000.00
001-552-000-92	BOCC (26-25-02) WH PHASE 9	250,000.00	0.00	250,000.00	0.00	0.00	0.00	0%	250,000.00
001-552-000-93	COW (26-25-03) HEARD BRIDGE RD WAT	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
001-552-000-94	COBG (26-25-04) TRAIN DEPOT IMPRVM	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	30,000.00	0.00	30,000.00	0.00	26,784.53	0.00	89%	3,215.47
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	80,000.00	0.00	80,000.00	1,900.00	4,965.00	0.00	6%	75,035.00
	TOTAL GRANT AGREEMENTS	6,739,013.00	347,812.69-	6,391,200.31	119,633.76	231,280.91	0.00	4%	6,159,919.40
001-552-131-0	PROFESSIONAL SERVICES	25,000.00	0.00	25,000.00	0.00	9,655.00	0.00	39%	15,345.00
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	67.70	203.64	0.00	7%	2,796.36
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	63,500.00	0.00	63,500.00	447.70	12,898.64	0.00	20%	50,601.36
	TOTAL GRANTS AND OPERATING EXP	6,802,513.00	347,812.69-	6,454,700.31	120,081.46	244,179.55	0.00	4%	6,210,520.76
001-599-000-0	RESERVE FOR DISBURSEMENT	2,054,755.00	58,363.98	2,113,118.98	0.00	0.00	0.00	0%	2,113,118.98
	TOTAL ALL EXPENSES	8,857,268.00	289,448.71-	8,567,819.29	120,081.46	244,179.55	0.00	3%	8,323,639.74

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

66.66 % Yr Complete For Fiscal Year: 2026 / 5

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	0.00	1,631,417.21
001-361-100-0	INTEREST-ECONOMIC DISTRICT	19,781.28	135,002.24
	TOTAL REVENUES	19,781.28	1,766,419.45
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	19,781.28	1,766,419.45
	EXPENSES		
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRAS	72,179.46	97,939.46
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST P	37,506.80	37,506.80
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI IN	0.00	24,714.27
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPRO	0.00	6,972.35
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOOP	0.00	13,806.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	0.00	10,544.75
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE IM	8,047.50	8,047.50
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	0.00	26,784.53
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	1,900.00	4,965.00
001-552-131-0	PROFESSIONAL SERVICES	0.00	9,655.00
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	67.70	203.64
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	3,040.00
	TOTAL EXPENSES	120,081.46	244,179.55
001	NET INCOME (LOSS)	100,300.18-	1,522,239.90

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

66.66 % Yr Complete For Fiscal Year: 2026 / 5

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	262.39	110,351.78
004-155-100-00	PREPAID ACCOUNTING SERVICES	55.00-	220.00
	Total Assets	207.39	110,571.78
	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
004-271-000-0	FUND BALANCE	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	0.00
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	108,705.94
004	YTD Accumulated	207.39	1,865.84
	Total Equity	207.39	110,571.78
	Total Liabilites and Equity	207.39	110,571.78
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2026 / 5

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	5,400	1,320.00-	4,080.00	262.39	2,305.84	57%
	TOTAL REVENUE	5,400	1,320.00-	4,080.00	262.39	2,305.84	57%
004-399-000-0	CASH FORWARD EDA RECREATION	56,461	5,218.99	61,679.99	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	56,461	5,218.99	61,679.99	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	55,116	55,116.00-	0.00	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	15,928.05-	47,025.95	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	118,070	71,044.05-	47,025.95	0.00	0.00	0%
	TOTAL ALL REVENUES	179,931	67,145.06-	112,785.94	262.39	2,305.84	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

66.66 % Yr Complete For Fiscal Year: 2026 / 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	55,116.00	55,116.00-	0.00	0.00	0.00	0.00	0%	0.00
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	15,928.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
	TOTAL GRANT AGREEMENTS	118,070.00	71,044.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
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	120,820.00	71,044.05-	49,775.95	55.00	440.00	0.00	1%	49,335.95
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	59,111.00	3,898.99	63,009.99	0.00	0.00	0.00	0%	63,009.99
	TOTAL ALL EXPENSES	179,931.00	67,145.06-	112,785.94	55.00	440.00	0.00	0%	112,345.94

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE EIGHT (8) MONTHS ENDING MAY 31, 2026
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
66.66 % Yr Complete For Fiscal Year: 2026 / 5

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	262.39	2,305.84
	TOTAL REVENUES	262.39	2,305.84
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	262.39	2,305.84
	EXPENSES		
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	440.00
	TOTAL EXPENSES	55.00	440.00
004	NET INCOME (LOSS)	207.39	1,865.84

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY Victoria L. Rogers CLERK
JUNE 3, 2026

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

July 1, 2026

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 month ending June 30, 2026, as prepared by 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, 2026

INDEPENDENT BOARD

Balance Sheet

75.00 % Yr Complete For Fiscal Year: 2026 / 6

GL Number	GL Description	Current Period	Year to Date
	Assets		
001-101-100-0	CASH - WSB	41,879.59-	8,227,329.89
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	42,259.59-	8,228,469.89
	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	5,343,197.49
001-284-000-0	FUND BALANCE-UNASSIGNED	0.00	1,405,292.09
001	YTD Accumulated	42,259.59-	1,479,980.31
	Total Equity	42,259.59-	8,228,469.89
	Total Liabilites and Equity	42,259.59-	8,228,469.89
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD

REVENUE - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2026 / 6

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
001-335-390-0	SEVERANCE TAX - ECON DIST	1,550,000	81,417.21	1,631,417.21	0.00	1,631,417.21	100%
001-361-100-0	INTEREST-ECONOMIC DISTRICT	240,000	30,000.00-	210,000.00	18,988.65	153,990.89	73%
	TOTAL REVENUE	1,790,000	51,417.21	1,841,417.21	18,988.65	1,785,408.10	97%
001-399-000-01	CASH FORWARD ECONOMIC DISTRICT	328,255	6,946.77	335,201.77	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	328,255	6,946.77	335,201.77	0.00	0.00	0%
001-399-000-61	RESTRICTED CASH FWD - IDA (19-15-06	569,519	0.07	569,519.07	0.00	0.00	0%
001-399-000-62	RESTRICTED CASH FWD - BCC (19-15-08	92,619	11,000.36-	81,618.64	0.00	0.00	0%
001-399-000-69	RESTRICTED CASH FWD - BCC (21-17-04	1,163,522	4,720.00-	1,158,802.00	0.00	0.00	0%
001-399-000-70	RESTRICTED CASH FWD - BCC (21-17-05	1,945	1,945.00-	0.00	0.00	0.00	0%
001-399-000-76	RESTRICTED CASH FWD - BOCC (22-20-0	712,186	46,085.55-	666,100.45	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	93,816	69,101.73-	24,714.27	0.00	0.00	0%
001-399-000-86	RESTRICTED CASH FWD - TOZS (24-23-0	246,679	61,106.37-	185,572.63	0.00	0.00	0%
001-399-000-88	RESTRICTED CASH FWD - COW (24-23-05	123,994	81,317.75-	42,676.25	0.00	0.00	0%
001-399-000-89	RESTRICTED CASH FWD - COW (24-23-06	99,733	72,536.00-	27,197.00	0.00	0.00	0%
001-399-000-90	RESTRICTED CASH FWD - COBG (25-24-0	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-91	Restricted Cash Fwd-TOZS (26-25-01)	300,000	0.00	300,000.00	0.00	0.00	0%
001-399-000-92	Restricted Cash Fwd-BOCC (26-25-02)	250,000	0.00	250,000.00	0.00	0.00	0%
001-399-000-93	Restricted Cash Fwd-COW (26-25-03)	1,000,000	0.00	1,000,000.00	0.00	0.00	0%
001-399-000-94	Restricted Cash Fwd-COBG (26-25-04)	125,000	0.00	125,000.00	0.00	0.00	0%
001-399-000-95	Restricted Cash Fwd-BOCC (26-25-05)	30,000	0.00	30,000.00	0.00	0.00	0%
001-399-000-96	Restricted Cash Fwd-BOCC (26-25-07)	80,000	0.00	80,000.00	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARD	6,739,013	347,812.69-	6,391,200.31	0.00	0.00	0%
	TOTAL ALL REVENUES	8,857,268	289,448.71-	8,567,819.29	18,988.65	1,785,408.10	21%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD

EXPENSE - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2026 / 6

	EXPENSES	ORIG BUDGET	YTD BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT EXPENSE	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	% BUDGET USED	AVAILABLE BUDGET
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPAN	569,519.00	0.07	569,519.07	0.00	0.00	0.00	0%	569,519.07
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANS	92,619.00	11,000.36-	81,618.64	3,377.00	3,377.00	0.00	4%	78,241.64
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/	1,163,522.00	4,720.00-	1,158,802.00	5,945.00	5,945.00	0.00	1%	1,152,857.00
001-552-000-70	BCC (21-17-05) PIONEER PK LIFT STA	1,945.00	1,945.00-	0.00	0.00	0.00	0.00	0%	0.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRA	712,186.00	46,085.55-	666,100.45	0.00	97,939.46	0.00	15%	568,160.99
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST	850,000.00	0.00	850,000.00	0.00	37,506.80	0.00	4%	812,493.20
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI I	93,816.00	69,101.73-	24,714.27	0.00	24,714.27	0.00	100%	0.00
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPR	246,679.00	61,106.37-	185,572.63	0.00	6,972.35	0.00	4%	178,600.28
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOO	123,994.00	81,317.75-	42,676.25	0.00	13,806.25	0.00	32%	28,870.00
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIE	99,733.00	72,536.00-	27,197.00	0.00	10,544.75	0.00	39%	16,652.25
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE I	1,000,000.00	0.00	1,000,000.00	0.00	8,047.50	0.00	1%	991,952.50
001-552-000-91	TOZS (26-25-01) WATER TREATMENT EX	300,000.00	0.00	300,000.00	0.00	0.00	0.00	0%	300,000.00
001-552-000-92	BOCC (26-25-02) WH PHASE 9	250,000.00	0.00	250,000.00	30,624.00	30,624.00	0.00	12%	219,376.00
001-552-000-93	COW (26-25-03) HEARD BRIDGE RD WAT	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	0%	1,000,000.00
001-552-000-94	COBG (26-25-04) TRAIN DEPOT IMPRVM	125,000.00	0.00	125,000.00	0.00	0.00	0.00	0%	125,000.00
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	30,000.00	0.00	30,000.00	0.00	26,784.53	0.00	89%	3,215.47
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	80,000.00	0.00	80,000.00	16,000.00	20,965.00	0.00	26%	59,035.00
	TOTAL GRANT AGREEMENTS	6,739,013.00	347,812.69-	6,391,200.31	55,946.00	287,226.91	0.00	4%	6,103,973.40
001-552-131-0	PROFESSIONAL SERVICES	25,000.00	0.00	25,000.00	4,902.50	14,557.50	0.00	58%	10,442.50
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	19.74	223.38	0.00	7%	2,776.62
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	63,500.00	0.00	63,500.00	5,302.24	18,200.88	0.00	29%	45,299.12
	TOTAL GRANTS AND OPERATING EXP	6,802,513.00	347,812.69-	6,454,700.31	61,248.24	305,427.79	0.00	5%	6,149,272.52
001-599-000-0	RESERVE FOR DISBURSEMENT	2,054,755.00	58,363.98	2,113,118.98	0.00	0.00	0.00	0%	2,113,118.98
	TOTAL ALL EXPENSES	8,857,268.00	289,448.71-	8,567,819.29	61,248.24	305,427.79	0.00	4%	8,262,391.50

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD

REVENUE & EXPENSE STATEMENT

75.00 % Yr Complete For Fiscal Year: 2026 / 6

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
001-335-390-0	SEVERANCE TAX - ECON DIST	0.00	1,631,417.21
001-361-100-0	INTEREST-ECONOMIC DISTRICT	18,988.65	153,990.89
	TOTAL REVENUES	18,988.65	1,785,408.10
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	18,988.65	1,785,408.10
	EXPENSES		
001-552-000-62	BCC (19-15-08) WH W&WW P5/6 EXPANSI	3,377.00	3,377.00
001-552-000-69	BCC (21-17-04) WH W&WW PH7(HWY 17/O	5,945.00	5,945.00
001-552-000-76	BOCC (22-20-04) HARDEE PARKS INFRAS	0.00	97,939.46
001-552-000-84	BOCC (24-23-01) W WW UTILITY MAST P	0.00	37,506.80
001-552-000-85	BOCC (24-23-02) CTYWD PARKS WIFI IN	0.00	24,714.27
001-552-000-86	TOZS (24-23-03) WWTF CAPACITY IMPRO	0.00	6,972.35
001-552-000-88	COW (24-23-05) HEARD BRIDGE RD LOOP	0.00	13,806.25
001-552-000-89	COW (24-23-06) WATERMAINS-RIVERVIEW	0.00	10,544.75
001-552-000-90	COBG (25-24-01) WATER MAIN/VALVE IM	0.00	8,047.50
001-552-000-92	BOCC (26-25-02) WH PHASE 9	30,624.00	30,624.00
001-552-000-95	BOCC (26-25-05) CTYWIDE PARKS WIFI	0.00	26,784.53
001-552-000-96	BOCC (26-25-07) GATEWAY SIGNS	16,000.00	20,965.00
001-552-131-0	PROFESSIONAL SERVICES	4,902.50	14,557.50
001-552-149-0	OTHER CURRENT CHARGES-ADVERTISING	19.74	223.38
001-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	380.00	3,420.00
	TOTAL EXPENSES	61,248.24	305,427.79
001	NET INCOME (LOSS)	42,259.59-	1,479,980.31

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD - RECREATION

BALANCE SHEET

75.00 % Yr Complete For Fiscal Year: 2026 / 6

GL Number	GL Description	Current Period	Year to Date
	Assets		
004-101-100-0	CASH - WSB EDA RECREATION	254.49	110,606.27
004-155-100-00	PREPAID ACCOUNTING SERVICES	55.00-	165.00
	Total Assets	199.49	110,771.27
	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
004-271-000-0	FUND BALANCE	0.00	0.00
004-281-000-0	FUND BALANCE RECREATION-RESTRICTED	0.00	0.00
004-284-000-0	FUND BALANCE RECREATION-UNASSIGNED	0.00	108,705.94
004	YTD Accumulated	199.49	2,065.33
	Total Equity	199.49	110,771.27
	Total Liabilites and Equity	199.49	110,771.27
	Total Encumbrance	0.00	0.00

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD - RECREATION

REVENUES - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2026 / 6

	REVENUES	ORIGINAL BUDGET	YTD Budget Amendments	Amended Budget	Current Revenues	YTD Revenues	% Budget Received
004-361-100-0	INTEREST-EDA RECREATION	5,400	1,320.00-	4,080.00	254.49	2,560.33	63%
	TOTAL REVENUE	5,400	1,320.00-	4,080.00	254.49	2,560.33	63%
004-399-000-0	CASH FORWARD EDA RECREATION	56,461	5,218.99	61,679.99	0.00	0.00	0%
	TOTAL UNRESTRICTED CASH FRWRD	56,461	5,218.99	61,679.99	0.00	0.00	0%
004-399-000-01	RESTRICTED CASH FWD - HCSB (19-15-1	55,116	55,116.00-	0.00	0.00	0.00	0%
004-399-000-02	RESTRICTED CASH FWD - HCSB (19-15-1	62,954	15,928.05-	47,025.95	0.00	0.00	0%
	TOTAL RESTRICTED CASH FORWARDS	118,070	71,044.05-	47,025.95	0.00	0.00	0%
	TOTAL ALL REVENUES	179,931	67,145.06-	112,785.94	254.49	2,560.33	2%

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority

FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026

INDEPENDENT BOARD - RECREATION

EXPENSES - BUDGET TO ACTUAL

75.00 % Yr Complete For Fiscal Year: 2026 / 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	55,116.00	55,116.00-	0.00	0.00	0.00	0.00	0%	0.00
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX	62,954.00	15,928.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
	TOTAL GRANT AGREEMENTS	118,070.00	71,044.05-	47,025.95	0.00	0.00	0.00	0%	47,025.95
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	120,820.00	71,044.05-	49,775.95	55.00	495.00	0.00	1%	49,280.95
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATIO	59,111.00	3,898.99	63,009.99	0.00	0.00	0.00	0%	63,009.99
	TOTAL ALL EXPENSES	179,931.00	67,145.06-	112,785.94	55.00	495.00	0.00	0%	112,290.94

UNOFFICIAL DOCUMENT

Hardee Economic Dev Authority
FOR THE NINE (9) MONTHS ENDING JUNE 30, 2026
INDEPENDENT BOARD - RECREATION
REVENUE & EXPENSE STATEMENT
75.00 % Yr Complete For Fiscal Year: 2026 / 6

	Income/(Expense) Account	Current Period	YTD Totals
	REVENUES		
004-361-100-0	INTEREST-EDA RECREATION	254.49	2,560.33
	TOTAL REVENUES	254.49	2,560.33
	TOTAL CASH FORWARDS	0.00	0.00
	TOTAL ALL REVENUES	254.49	2,560.33
	EXPENSES		
004-552-149-3	SERVICES PROVIDED BY CLERK OF COURT	55.00	495.00
	TOTAL EXPENSES	55.00	495.00
004	NET INCOME (LOSS)	199.49	2,065.33

UNOFFICIAL DOCUMENT

CERTIFIED TO BE A TRUE COPY
VICTORIA L. ROGERS, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
BY _____ CLERK
JULY 1, 2026

AGENDA ITEM NO. 6.B

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: August 4, 2026

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** - Board approval and ratification of vouchers payable dated April 1, 2026, through June 30, 2026, totaling $239,784.10, which includes 21 issued checks numbered 1117 through 1137.

These vouchers payable include reimbursement requests and invoice checks. These were issued in accordance with 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 vouchers paid April 1, 2026, through June 30, 2026, totaling $239,784.10, which includes 21 issued checks numbered 1117 through 1137.

ATTACHMENTS:

EDA Vendor Payment History 2026-04 thru 2026-06 WM.pdf

Hardee County Economic Development Authority

Check Register Report From 4/01/2026 To 6/30/2026

		Check No	Check Type	Check Date		Check Amount	LN		Amount Paid		
		1117	CHK	4/24/2026		275.00	1		275.00		
		1118	CHK	4/24/2026		5,620.00	1		3,435.00		
		1118	CHK	4/24/2026		-	2		2,185.00		
		1119	CHK	4/24/2026		4,427.50	1		4,427.50		
		1120	CHK	4/24/2026		11,960.00	1		11,960.00		
		1121	CHK	4/24/2026		564.98	1		564.98		
		1122	CHK	4/24/2026		26,784.53	1		26,784.53		
		1123	CHK	4/24/2026		6,972.35	1		6,972.35		
		1124	CHK	4/24/2026		2,610.00	1		330.00		
		1124	CHK	4/24/2026		-	2		2,280.00		
		1125	CHK	5/14/2026		8,047.50	1		8,047.50		
		1126	CHK	5/14/2026		37,506.80	1		37,506.80		
		1127	CHK	5/14/2026		1,900.00	1		1,900.00		
		1128	CHK	5/14/2026		72,179.46	1		72,179.46		
		1129	CHK	5/14/2026		67.70	1		67.70		
		1130	CHK	6/4/2026		475.00	1		475.00		
		1131	CHK	6/4/2026		19.74	1		19.74		
		1132	CHK	6/4/2026		3,377.00	1		3,377.00		
		1133	CHK	6/4/2026		5,945.00	1		5,945.00		
		1134	CHK	6/4/2026		21,064.00	1		21,064.00		
		1135	CHK	6/8/2026		4,427.50	1		4,427.50		
		1136	CHK	6/26/2026		9,560.00	1		9,560.00		
		1137	CHK	6/26/2026		16,000.00	1		16,000.00		
				Report Check Figures		$ 239,784.06			$ 239,784.06		
					Grand Total:	$ 239,784.06			21	Number of Checks:	

UNOFFICIAL DOCUMENT
ORIGINAL IN
CLERK'S OFFICE

AGENDA ITEM NO. 6.C

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 4, 2026
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 2026-02, adopting a budget for Fiscal Year 2026-2027 (General and Recreation).
SUGGESTED ACTION:	- Motion to approve Economic Development Authority Resolution 2026-02, adopting a budget for Fiscal Year 2026-2027 (General and Recreation); providing for severability, and providing for an effective date.

ATTACHMENTS:
HARDEE COUNTY EDA Resolution 2026-02 Budget.pdf
2026-27 EDA BUDGETS Exhibits A-B.pdf

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION 2026-02

A RESOLUTION OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY ADOPTING A BUDGET FOR FISCAL YEAR 2026-27 (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 $9,774,384.00, and Exhibit B for Recreation Fund in the amount of $89,365.00 is hereby adopted for Fiscal Year 2026-27.

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 **4th** day of **August, 2026**, by the Hardee County Economic Development Authority.

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

_____
Russell A. Melendy, Chairman

2026-27 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT **GENERAL FUND (001)**

REVENUES:		Actual	Actual	Actual	Budget	Budget
Account	Classification	Revenue 23	Revenue 24	Revenue 25	Amended 26	Proposed 27
001-335-390-0	Severance Tax - EDA	1,675,198.37	1,569,850.65	1,530,713.43	1,631,417.21	1,550,000.00
001-335-200-0	Mosaic Agreement	-	-	-	-	-
001-361-100-0	Interest - EDA	168,899.09	263,569.40	224,927.15	210,000.00	204,000.00
	Total Revenue Generated	**1,844,097.46**	**1,833,420.05**	**1,755,640.58**	**1,841,417.21**	**1,754,000.00**
001-399-000-60	Restricted Cash Forward-IDA (19-15-05) SPEC BLDG 9				-	-
001-399-000-61	Restricted Cash Forward-IDA (19-15-06) COMMERCE PARK EXPANSION				569,519.07	569,519.00
001-399-000-62	Restricted Cash Forward-BCC (19-15-08) WH WWW P5/6 EXPANSION				81,618.64	75,458.00
001-399-000-69	Restricted Cash Forward-BCC (21-17-04) WH W&WW PH7				1,158,802.00	1,151,427.00
001-399-000-70	Restricted Cash Forward-BCC (21-17-05) PIONEER PARK LIFT STATION				-	-
001-399-000-75	Restricted Cash Forward-COBG (22-20-03) PEACE RIVER OAKS UTILITY				-	-
001-399-000-76	Restricted Cash Forward-BOCC (22-20-04) HARDEE PARKS INFRASTUCTURE				666,100.45	432,769.00
001-399-000-77	Restricted Cash Forward-EDC (23-21-01) ADMIN FUNDING				-	-
001-399-000-79	Restricted Cash Forward-BOCC (23-22-02) PUB WKS ADMIN BLDG				-	-
001-399-000-83	Restricted Cash Forward-TOZS (23-22-06) WWTF IMPROVEMENTS				-	-
001-399-000-84	Restricted Cash Forward-BOCC (24-23-01) W WW Utility Mast Plan				850,000.00	716,557.00
001-399-000-85	Restricted Cash Forward-BOCC (24-23-02) Countywide Parks WIFI Infrastructure				24,714.27	-
001-399-000-86	Restricted Cash Forward-TOZS (24-23-03) WWTF Capacity Improvements				185,572.63	27,865.00
001-399-000-88	Restricted Cash Forward-COW (24-23-05) Heard Bridge Rd Loop				42,676.25	12,150.00
001-399-000-89	Restricted Cash Forward-COW (24-23-06) Watermains-Riverview Heights & Loop System				27,197.00	16,468.00
001-399-000-90	Restricted Cash Forward-COBG (24-24-01) Watermain Valves Improvement				1,000,000.00	991,953.00
001-399-000-91	Restricted Cash Forward-TOZS (26-25-01) Water Treatment Expansion			-	300,000.00	288,750.00
001-399-000-92	Restricted Cash Forward-BOCC (26-25-02) WH Phase 9			-	250,000.00	203,092.00
001-399-000-93	Restricted Cash Forward-COW (26-25-03) Heard Bridge Rd Watermain Loop			-	1,000,000.00	1,000,000.00
001-399-000-94	Restricted Cash Forward-COBG (26-25-04) Train Depot Improvements			-	125,000.00	125,000.00
001-399-000-95	Restricted Cash Forward-BOCC (26-25-05) Ctywide Parks WIFI			-	30,000.00	3,215.00
001-399-000-96	Restricted Cash Forward-BOCC (26-25-07) Gateway Signs			-	80,000.00	54,260.00
	TOTAL RESTRICTED CASH FORWARD	**-**	**-**	**-**	**6,391,200.31**	**5,668,483.00**
001-399-000-1	Cash Forward - EDA	6,497,182.51	5,132,318.81	4,992,849.00	335,201.77	2,351,901.00
	TOTAL REVENUE	**8,341,279.97**	**6,965,738.86**	**6,748,489.58**	**8,567,819.29**	**9,774,384.00**

2026-27 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT **GENERAL FUND (001)**

EXPENDITURES:		Actual	Actual	Actual	Budget	Budget
Account	Classification	Expend 2023	Expend 2024	Expend 2025	Amended 26	Proposed 27
001-552-000-60	IDA (19-15-05) SPEC BLDG 9	71,684.00	12,344.00	641,346.50	-	-
001-552-000-61	IDA (19-15-06) COMMERCE PARK EXPANSION	17,622.58	-	9,520.00	569,519.07	569,519.00
001-552-000-62	BCC (19-15-08) WH WWW P5/6 EXPANSION	15,728.50	24,735.90	23,789.00	81,618.64	75,458.00
001-552-000-65	IDA (20-16-02) UTILITIES FEASIBILITY STUDY	109,583.50	-	-	-	-
001-552-000-66	COW (21-17-01) WATER MAIN LINES PH	776,023.00	-	-	-	-
001-552-000-69	BCC (21-17-04) WH W&WW PH7	-	-	4,720.00	1,158,802.00	1,151,427.00
001-552-000-70	BCC (21-17-05) PIONEER PARK LIFT STATION	22,490.56	28,564.56	1,944.88	-	-
001-552-000-72	TOZS (22-19-01) ROW IMPRVMENTS CASA SAN A	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	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 INFRASTUCTUI	-	157,038.32	121,861.23	666,100.45	432,769.00
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	-	-
001-552-000-81	COW (23-22-04) SERV AREA 3 WATERLINE		700,000.00	-	-	-
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	716,557.00
001-552-000-85	BOCC (24-23-02) Countywide Parks WIFI Infrastructure			100,285.73	24,714.27	-
001-552-000-86	TOZS (24-23-03) WWTF Capacity Improvements			214,427.37	185,572.63	27,865.00
001-552-000-88	COW (24-23-05) Heard Bridge Rd Loop			127,323.75	42,676.25	12,150.00
001-552-000-89	COW (24-23-06) Watermains-Riverview Heights & Loop System			167,803.00	27,197.00	16,468.00
001-552-000-90	COBG (24-24-01) Watermain Valves Improvement			1,000,000.00	1,000,000.00	991,953.00
001-552-000-91	TOZS (26-25-01) Water Treatment Expansion			-	300,000.00	288,750.00
001-552-000-92	BOCC (26-25-02) WH Phase 9			-	250,000.00	203,092.00
001-552-000-93	COW (26-25-03) Heard Bridge Rd Watermain Loop			-	1,000,000.00	1,000,000.00
001-552-000-94	COBG (26-25-04) Train Depot Improvements			-	125,000.00	125,000.00
001-552-000-95	BOCC (26-25-05) Ctywide Parks WIFI			-	30,000.00	3,215.00
001-552-000-96	BOCC (26-25-07) Gateway Signs			-	80,000.00	54,260.00
	TOTAL CAPITAL PROJECTS	**1,675,774.86**	**3,184,969.68**	**3,728,514.95**	**6,391,200.31**	**5,668,483.00**
001-552-131-0	Professional Services	14,295.83	14,585.00	19,556.29	25,000.00	25,000.00
001-552-148-0	Promotional	-	-	-	1,000.00	1,000.00
001-552-149-0	Other Current Charges - Advertisement	402.14	279.14	330.42	3,000.00	3,000.00
001-552-149-1	Services provided by BOCC	5,683.74	3,363.17	3,044.23	18,000.00	18,000.00
001-552-149-3	Services provided by Clerk of Court	6,160.91	5,764.17	7,309.97	16,500.00	16,500.00
001-552-151-0	Office Supplies	-	-	-	-	-
	TOTAL OPERATING EXPENSES	**26,542.62**	**23,991.48**	**30,240.91**	**63,500.00**	**63,500.00**
	SUB-TOTAL	**1,702,317.48**	**3,208,961.16**	**3,758,755.86**	**6,454,700.31**	**5,731,983.00**
001-599-000-0	Reserve for Disbursement	6,638,962.49	3,756,777.70	2,989,733.72	2,113,118.98	4,042,401.00
	TOTAL	**8,341,279.97**	**6,965,738.86**	**6,748,489.58**	**8,567,819.29**	**9,774,384.00**
Explanations:		-	-	-	-	-
001-552-131-0	Attorney Fees @ $250.00 per hour & 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.					

2026-27 ECONOMIC DEVELOPMENT AUTHORITY - INDEPENDENT **EXHIBIT B** **RECREATION FUND (004)**

REVENUES:		Actual	Actual	Actual	Budget	Budget
Account	**Classification**	**Revenue 23**	**Revenue 24**	**Revenue 25**	**Amended 26**	**Proposed 27**
004-335-200-0	Mosaic Agreement for Recreation 25%	-	-	-	-	-
004-361-100-0	Interest - EDA	29,260.97	23,289.79	7,009.58	4,080.00	1,800.00
TOTAL REVENUE GENERATED		**29,260.97**	**23,289.79**	**7,009.58**	**4,080.00**	**1,800.00**
004-399-000-01	Restricted Cash Forward-HCSB (19-15-12) TENNIS COURTS				-	-
004-399-000-02	Restricted Cash Forward-HCSB (19-15-13) RECREATION COMPLEX POOL				47,025.95	25,525.00
TOTAL RESTRICTED CASH FORWARD		**-**	**-**	**-**	**47,025.95**	**25,525.00**
004-399-000-0	Cash Forward - EDA Educ/Recr	1,029,499.62	274,832.06	101,696.36	61,679.99	62,040.00
TOTAL CASH FORWARD		**1,029,499.62**	**274,832.06**	**101,696.36**	**61,679.99**	**62,040.00**
TOTAL REVENUE		**1,058,760.59**	**298,121.85**	**108,705.94**	**112,785.94**	**89,365.00**

EXPENDITURES:		Actual	Actual	Actual	Budget	Budget
Account	**Classification**	**Expend 23**	**Expend 24**	**Expend 25**	**Amended 26**	**Proposed 27**
004-552-000-01	HCSB (19-15-12) TENNIS COURTS	125,962.00	122,762.00	179,755.50	-	
004-552-000-02	HCSB (19-15-13) RECREATION COMPLEX POOL	18,215.28	660,358.21	15,928.05	47,025.95	25,525.00
004-552-000-03	COBG (19-15-14) PARKS	210,556.98	-	-	-	-
004-552-000-04	BCC (19-15-15) HARDEE LAKES SPLASH PAD	108,115.60	-	-	-	-
004-552-000-05	COW (19-15-17) PARKS AT PEACE RIVER	416,396.96	-	-	-	-
004-552-000-06	COW (19-15-18) FARR FIELD	-	-	-	-	-
004-552-000-07	TOZS (19-15-19) PARKS	-	-	-	-	-
TOTAL CAPITAL PROJECTS		**879,246.82**	**783,120.21**	**195,683.55**	**47,025.95**	**25,525.00**
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	837.53	808.32	741.94	1,750.00	1,750.00
TOTAL OPERATING EXPENSES		**837.53**	**808.32**	**741.94**	**2,750.00**	**2,750.00**
SUB-TOTAL		**880,084.35**	**783,928.53**	**196,425.49**	**49,775.95**	**28,275.00**
004-599-000-0	Reserve for Disbursement	178,676.24	(485,806.68)	(87,719.55)	63,009.99	61,090.00
TOTAL		**1,058,760.59**	**298,121.85**	**108,705.94**	**112,785.94**	**89,365.00**
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.					

AGENDA ITEM NO. 6.D

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ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE:	August 4, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Krystin Chapman, The Development Group -** Commerce Park Expansion Grant Amendment
SUGGESTED ACTION:	- Motion to approve the amendments to the scope of work for the Commerce Park Expansion as presented; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

TDG Presentation August 2026.pptx
Commerce Park Expansion Grant.pdf

EDA Update: August 2026

TDG
THE DEVELOPMENT GROUP

Presented By: Programs and Administrative Coordinator Melanie Roberts
Projects and Communications Coordinator Amy Tubbs

Redefining rural economic development using a “whole-community” approach.

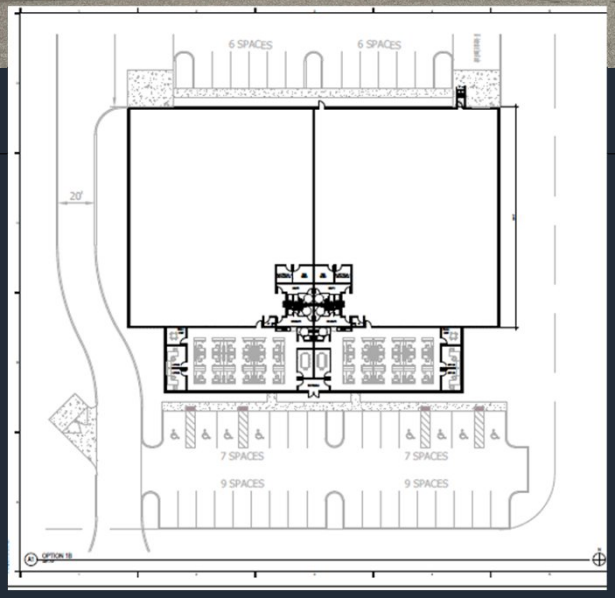
Commerce Park Expansion



- Completed
  - Site Development
  - Infrastructure
  - Plat Approval

Commerce Park Expansion





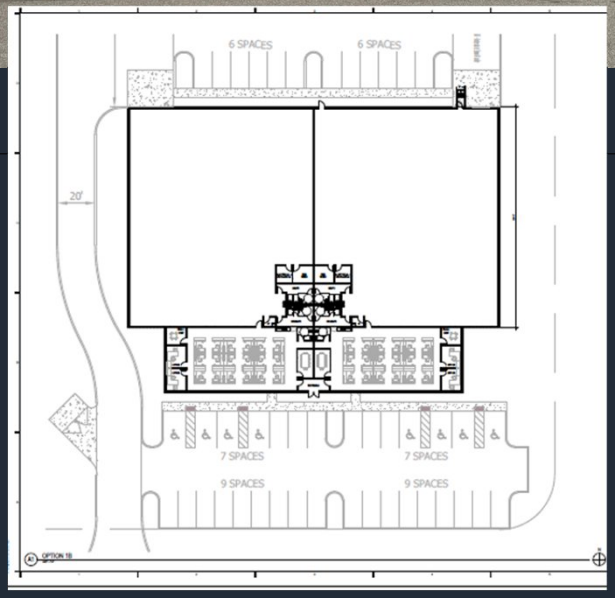


- In Progress
  - Debut Development
  - EcoSteris
  - Manufacturing Hub

TDG
THE DEVELOPMENT GROUP

Commerce Park Expansion







To Be Completed

- $569,519.07 Remaining
- Demolition of 1390 Mott Rd.
- Workforce Enhancements
  - Walking Trails
  - Pavilions
- Monument Sign
- Security
- Site Readiness

TDG
THE DEVELOPMENT GROUP

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2019, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Industrial Development Authority, hereinafter referred to as the "Business," located at 107 East Main Street, Wauchula, Florida 33873.

The EDA, pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure/Job Creation 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 Business has met all of the requirements necessary for participation in the EDA grant Program, and

The EDA desires to distribute funds to the business for projects that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $2,000,000.00; and

The application and infrastructure program guidelines attached hereto as Exhibit "A", is hereby incorporated into this agreement and the representations made by the Industrial Development Authority therein are incorporated as if full set forth herein; and

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

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
863-773-9430 PHONE; 863-773-0958 FAX

INDUSTRIAL DEVELOPMENT AUTHORITY
107 EAST MAIN STREET
WAUCHULA, FL 33873
863-773-3030 PHONE; 863-773-4915 FAX

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

2.0 ADMINISTRATOR: The EDA Agreement administrator is Lawrence W. McNaul, County Manager. The Business Agreement administrator is William R. Lambert, Jr., Economic Development Director. 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 manager 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 Manager shall be delivered in writing to the other Party and said notification shall be attached to originals of this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence upon full execution of this agreement, and continue for a two-year period; unless terminated earlier as hereinafter provided prior to that time.

4.0 BUSINESS DESCRIPTION:

(a) The Business is or will be an operating unit of Industrial Development Authority, FEIN. #90-0586572.

5.0 PROJECT DESCRIPTION: See Exhibit "B".

5.1 CHANGE ORDERS: In the event the project description or scope of project is modified, the modification shall be evidenced by written change order PRIOR to any work being performed pursuant to the proposed modification. If the proposed modification is deemed immaterial by the Administrator, the Administrator shall have the authority to execute the written change order on behalf of the EDA. If the modification is deemed material by the Administrator, he shall submit the same to the

EDA for approval PRIOR to any work being performed pursuant to the proposed modification. For purposes of this subsection, any proposed modification which will result in an increase in the award requested is hereby deemed material.

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.

Facsimile may be used if the notice is also transmitted by one of the preceding forms of 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 BUSINESS: The Business agrees to:

(a) administer funds in accordance with elements of the approved project description, a copy of which is attached hereto and incorporated herein as Exhibit "B".

(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 period, 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 period, 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". The retention requirement is waived for governmental entities.

8.0 OBLIGATIONS OF THE EDA:

(a) provide a format for all required reports, and assist the business 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: The Agreement may be terminated by EDA upon failure of the Business to comply with any material term or condition of this Agreement or a decision by the Business either not to proceed with the project defined in Section 5.0 or to proceed with that project in a location outside of Hardee County, Florida.

10.0 PENALTY: Any Business that fraudulently procures or receives funds under this program is liable for repayment.

11.0 LEGAL REQUIREMENTS: This agreement is executed and entered into 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 Business 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 Business shall insert a similar provision in all subcontracts for services by this Agreement.

13.0 ATTORNEY FEES: In any litigation (even through appellate level) or proceeding to enforce or interpret any term or provision of this agreement, or if EDA must hire counsel to protect its interest in bankruptcy proceeding filed by business, the prevailing party shall be entitled to an award of its reasonable attorneys' fees from the non-prevailing party.

14.0. 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.

15.0 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.

16.0 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.

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

18.0 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 Business and the authorized agent of EDA.

19.0 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.

20.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

12/3/19

AUTHORIZED SIGNATURE **Date**

TITLE: Chairman

WITNESSES:

Sandra Meeks

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Ronald A Schulz 12/3/19

AUTHORIZED SIGNATURE **Date**

TITLE: Chairman

WITNESSES:

Sandra Meeks

Lexton H. Albritton

INFRASTRUCTURE GRANT PROGRAM (IGP)

GUIDELINES

Hardee County
Economic Development Authority
c/o County Manager's Office
412 W. Orange Street, Room 103
Wauchula, FL 33873
Voice (863) 773-9430 Fax (863) 773-0958

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

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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 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 on the basis of 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 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

19-15-06

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

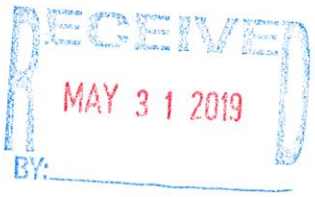
IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after COB on May 31, 2019, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application and nine copies must be filed with:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430
Fax 863-773-0958

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5/31/19 2:35PM Initials DM
Date application deemed complete: 6/19/19 Initials SHP



Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Industrial Development Authority
Mailing Address: 107 East Main Street
Wauchula, FL 33873
Phone Number: (863)773-3030
Fax Number: (863)773-4915
FEID Number:

b) Contact Person: Sarah Pelham
Title: EDC Coordinator
Mailing Address: 107 East Main Street
Wauchula, FL 33873
Phone Number: (863)773-3030
Fax Number: (863)773-4915
Email Address: sarah.pelham@hardeemail.com

c) Name of the Proposed Project: Hardee County Commerce Park Expansion

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 1

b) Total estimated cost of the project: $6,000,000.00 (asking $2,000,000.00 EDA)

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab 2

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab 1

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 1

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility:

New

☐ Existing

■ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: Expansion of the existing Hardee County Commerce Park, to add 21 lots for site development. This application is for the necessary infrastructure related to this expansion.

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a)
Name of Program: Economic Development _____
Name of Agency: Hardee County Industrial Development Authority
Mailing Address: 107 East Main Street_
Wauchula, FL 33873
Phone Number: (863)773-3030_____
Fax Number: (863)773-4915_____

b)
Contact Person: Sarah Pelham_____
Title: EDC Coordinator_____
Mailing Address: 107 East Main Street_____
Wauchula, FL 33873_____
Phone Number: (863)773-3030_____
Fax Number: (863)773-4915_____
Email Address: sarah.pelham@hardeemail.com_____

_____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab 2_____

d) Status of the application: IDA board approval for joint funding. Approved by the IDA on May 8 , 2019._____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab 3_____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab _____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.
Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: Florida Job Growth Grant Fund _____
Name of Agency: Department of Economic Opportunity
Mailing Address: 107 East Madison Street____
Tallahassee, FL 32399

Phone Number: _____
Fax Number: _____

b) Contact Person: Bridgett Jackson_____
Title: Grants Manager_____
Mailing Address: 107 East Madison Street _____
Tallahassee, FL 32399_____

Phone Number: (850) 245-7459
Fax Number: _____
Email Address: Bridgett.jackson@deo.myfloirda.com_____

_____

c) Please provide a copy of your budget for this application.
Related documentation attached. See Tab 3_____

d) Status of the application: DEO along with Governor Scott approved the IDA's application for funding on October 30, 2018._____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.
Related documentation attached. See Tab 3_____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.
Related documentation attached. See Tab 3_____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☐ Yes ■ No

b) Is the project located in an Enterprise Zone?
☐ Yes ■ No

c) Is the County or any other entity providing matching funds for this project?
■ Yes ☐ No

If yes, Related documentation attached. See Tab 3

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 1

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab 2

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab 3

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 1

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 2

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab 2

g) Please provide projected operating budget for a minimum of three years. See Tab _____

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab None

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

Sarah Pelham
(Signature)

Sarah Pelham EDC Coordinator
(Print or Type Name & Title)

Hardee County Economic Development
(Company)

(863)773-3030
(Phone Number)

(863)773-4915
(Fax Number)

5/28/19
(Date)

Sarah.pelham@hardeemail.com
(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

(Signature of Authorized Officer)

William Lambert
(Print or Type Name of Authorized Officer)

Director
(Print or Type Title of Authorized Officer)

Hardee County Economic Development
(Company)

(863)773-3030
(Phone Number)

(863)773-4915
(Fax Number)

5/28/19
(Date)

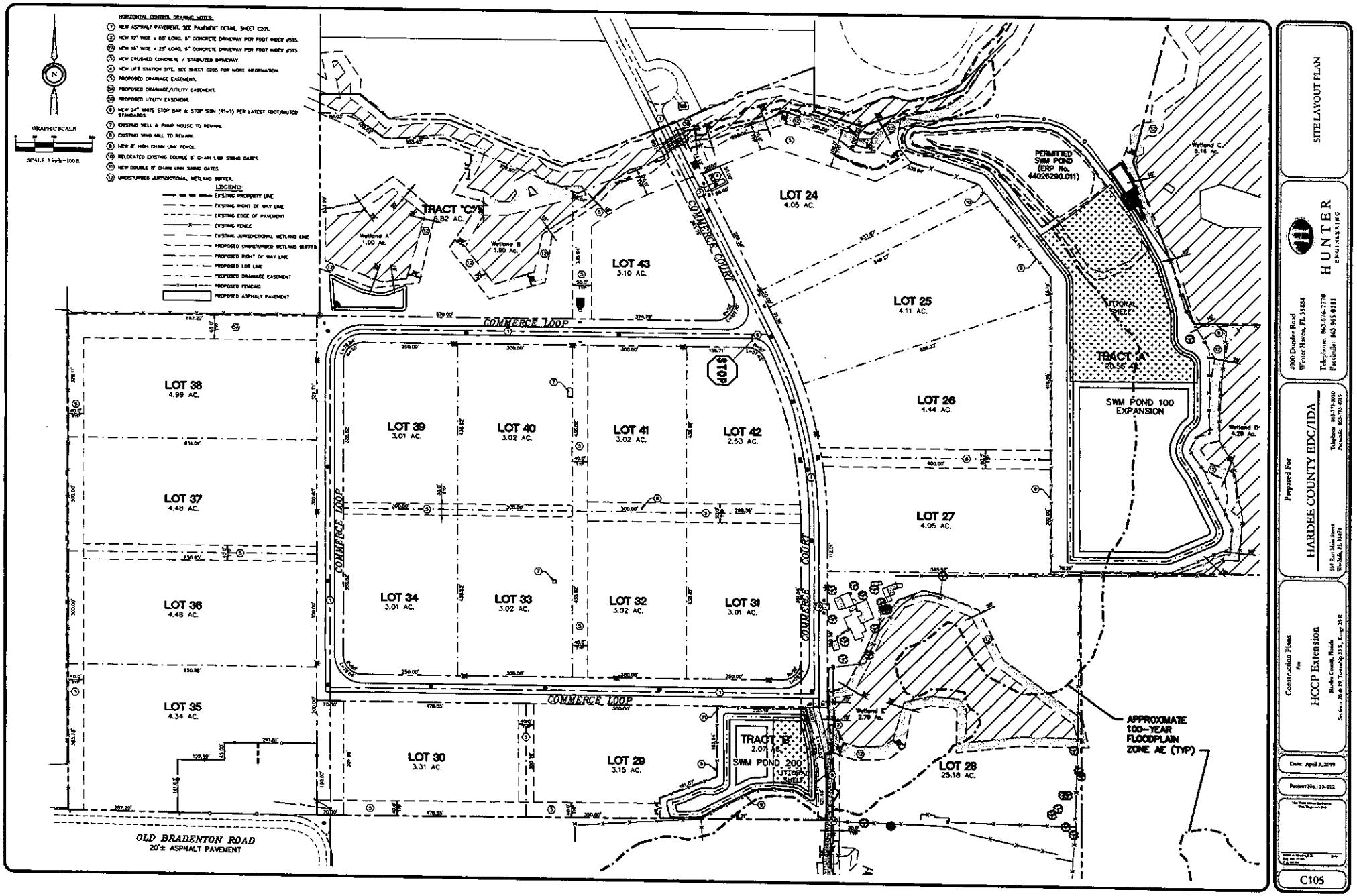
Bill.lambert@hardeemail.com
(E-mail Address

TAB 1

The Hardee County Commerce Park has proven to be one of the County's most valuable assets for business recruitment. Over the past 12 years, the initial 22 lots have been developed. New buildings, bringing new business to Hardee County. Job creation for our citizens, tax revenue to the County, and added commerce are all results of this Commerce Park development. Providing shovel ready sites and even spec buildings to hold in inventory, keep Hardee County in the game in the state of Florida where economic development is concerned. The IDA has recognized that spec buildings provide us with a tool to recruit companies to the County. Having the Hardee County Commerce Park, allows well suited manufacturing companies an opportunity to locate to the County and gives the County the ability to provide shovel ready sites and or spec buildings to use as an economic development incentive.

Continuing on this path of business recruitment, through the use of sites and spec buildings, the IDA has begun design of the next phase of development in the commerce park. 21 additional lots will be developed and ready for use as recruitment tools for economic development. Governor Rick Scott, under his leadership, placed economic development at the top of Florida's priority list. He developed a grant program while in office, that allows economic development agencies, county government and educational institutions to apply for grant funding, similar in nature to how the EDA funds. Projects must be for infrastructure and or educational programs within the County. Focus on rural areas became a priority for the Governor. In 2017 the IDA applied to the Florida Job Growth Grant Fund for matching dollars to be utilized for infrastructure needed to complete the commerce park expansion. The IDA was awarded ~~$3,600,000.00~~ $2,360,000 from the Governor in October 2018, for the infrastructure.

The IDA is requesting in this application, $2,000,000.00 in EDA funding to couple with IDA appropriated funds and grant funds from the Florida Job Growth Grant Fund. We estimate the total cost of the project around $6,000,000.00. At the time of presentation, we will provide official cost estimates associated with the project. The IDA is prepared to finance the project until reimbursement.


HORIZONTAL CONTROL DRAWING NOTES:
1. NEW ASPHALT PAVEMENT. SEE PAVEMENT DETAIL, SHEET C201.
2. NEW 12' WIDE x 68' LONG, 6" CONCRETE DRIVEWAY PER FDOT INDEX #515.
2A. NEW 16' WIDE x 28' LONG, 6" CONCRETE DRIVEWAY PER FDOT INDEX #515.
3. NEW CRUSHED CONCRETE / STABILIZED DRIVEWAY.
4. NEW LIFT STATION SITE. SEE SHEET C205 FOR MORE INFORMATION.
5. PROPOSED DRAINAGE EASEMENT.
5A. PROPOSED DRAINAGE/UTILITY EASEMENT.
5B. PROPOSED UTILITY EASEMENT.
6. NEW 24" WHITE STOP BAR & STOP SIGN (R1-1) PER LATEST FDOT/MUTCD STANDARDS.
7. EXISTING WELL & PUMP HOUSE TO REMAIN.
8. EXISTING WIND MILL TO REMAIN.
9. NEW 6' HIGH CHAIN LINK FENCE.
10. RELOCATED EXISTING DOUBLE 6' CHAIN LINK SWING GATES.
11. NEW DOUBLE 6' CHAIN LINK SWING GATES.
12. UNDISTURBED JURISDICTIONAL WETLAND BUFFER.
GRAPHIC SCALE
SCALE: 1 inch = 100 ft.
LEGEND
EXISTING PROPERTY LINE
EXISTING RIGHT OF WAY LINE
EXISTING EDGE OF PAVEMENT
EXISTING FENCE
EXISTING JURISDICTIONAL WETLAND LINE
PROPOSED UNDISTURBED WETLAND BUFFER
PROPOSED RIGHT OF WAY LINE
PROPOSED LOT LINE
PROPOSED DRAINAGE EASEMENT
PROPOSED FENCING
PROPOSED ASPHALT PAVEMENT
TRACT "C" 6.82 AC.
Wetland A 1.00 Ac.
Wetland B 1.80 Ac.
LOT 43 3.10 AC.
LOT 24 4.05 AC.
LOT 25 4.11 AC.
LOT 26 4.44 AC.
LOT 27 4.05 AC.
LOT 28 25.18 AC.
LOT 29 3.15 AC.
LOT 30 3.31 AC.
LOT 31 3.01 AC.
LOT 32 3.02 AC.
LOT 33 3.02 AC.
LOT 34 3.01 AC.
LOT 35 4.34 AC.
LOT 36 4.48 AC.
LOT 37 4.48 AC.
LOT 38 4.99 AC.
LOT 39 3.01 AC.
LOT 40 3.02 AC.
LOT 41 3.02 AC.
LOT 42 2.63 AC.
COMMERCE LOOP
COMMERCE COURT
STOP
PERMITTED SWM POND (ERP No. 44026290.011)
LITTORAL SHELF
TRACT "A" 20.56 AC.
SWM POND 100 EXPANSION
Wetland C 8.16 Ac.
Wetland D 4.29 Ac.
Wetland E 2.79 Ac.
TRACT "B" 2.07 AC.
SWM POND 200
APPROXIMATE 100-YEAR FLOODPLAIN ZONE AE (TYP)
OLD BRADENTON ROAD
20'± ASPHALT PAVEMENT
N
SITE LAYOUT PLAN
HUNTER ENGINEERING
4900 Dundee Road
Winter Haven, FL 33884
Telephone: 863-676-7770
Facsimile: 863-965-0181
Prepared For
HARDEE COUNTY EDC/IDA
107 East Main Street
Wauchula, FL 33873
Telephone 863-773-3000
Facsimile 863-773-6915
Construction Plans For
HCCP Extension
Hardee County, Florida
Section 20 & 29 Township 33 S, Range 25 E
Date: April 3, 2019
Project No.: 33-012
C105

Hardee County Industrial Development Authority

HALFACRE CONSTRUCTION COMPANY

12/4/2017

Hardee County IDA - HCCP Expansion

PRELIMINARY BUDGET

General Conditions			
General Liability Insurance	$	7,000.00	
Jobsite Supervision	$	130,000.00	
Project Manager	$	65,000.00	
Travel/Auto Expenses	$	14,300.00	
			Total GCs $ 216,300.00
Reimbursable Items			
Job Trailer	$	20,000.00	
Temporary Toilet	$	3,600.00	
Temporary Telephone	$	1,500.00	
Small Tools	$	2,600.00	
Misc. Labor	$	5,200.00	
Soil Testing	$	30,000.00	
Misc./Corrective	$	7,800.00	***Total Reimbursable*** $ 70,700.00
Construction			
Survey	$	71,620.00	
Site Work	$	2,197,693.00	
Utilities	$	1,137,611.00	
Storm	$	201,736.00	
Fencing	$	44,055.00	
Electrical	$	150,000.00	***Total Construction*** $ 3,802,715.00
CONTINGENCY	$	-	
Bond (1.5%)	$	61,346.00	
CM Fee (5%)	$	208,939.00	
TOTAL PROJECT GMP	$	4,360,000.00	

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

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3. Program Budget

Estimated Costs and Sources of Funding: Include all applicable public infrastructure costs and other funding sources available to support the proposal.

A. Public Infrastructure Project Costs:

Construction	$ 4,360,000.00	
Reconstruction	$ 0	
Design & Engineering	$ 107,500.00	
Land Acquisition	$ 1,500,000.00	
Land Improvement	$ 0	
Other	$	Please Specify:
Total Project Costs	$ 5,967,500.00	

B. Other Public Infrastructure Project Funding Sources:

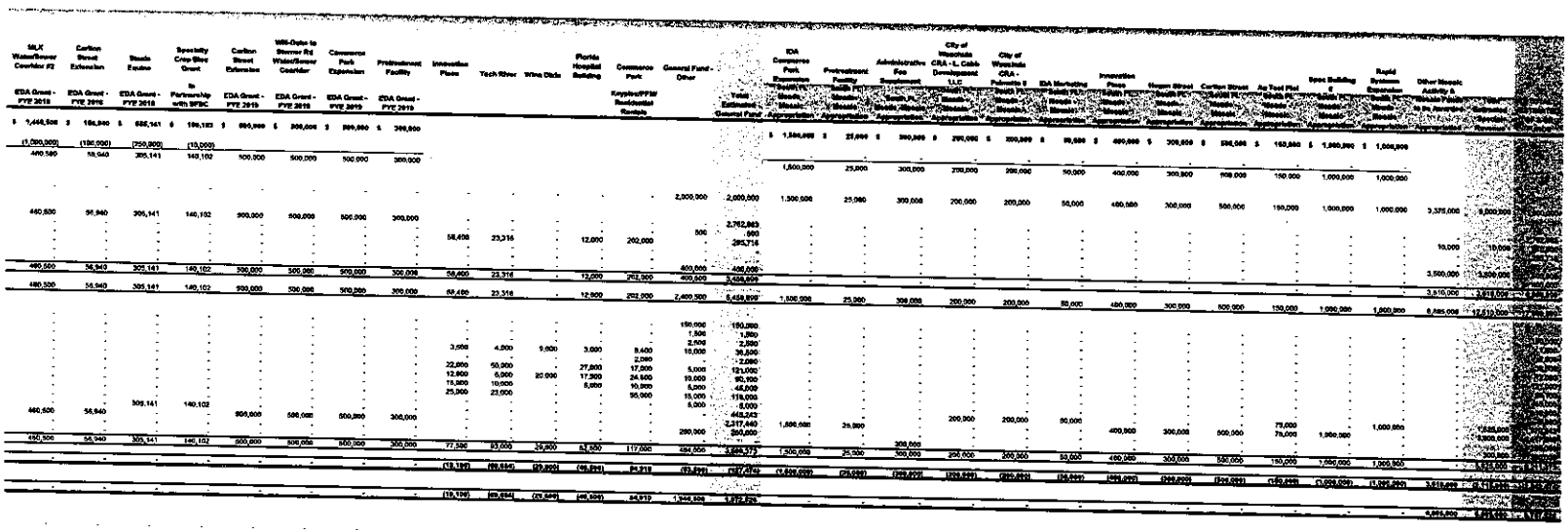
City/County	$	
Private Sources	$ 3,607,500.00	
Other (grants, etc.)	$	Please Specify:
Total Other Funding	$ 3,607,500.00	
Total Amount Requested	$ 2,360,000.00	

Note: The total amount requested must equal the difference between the public infrastructure project costs in 3.A. and the other public infrastructure project funding sources in 3.B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

The Hardee County Industrial Development Authority (IDA) has appropriated $2,000,000.00 in the FY17-18 budget for Commerce Park Expansion project. T he IDA owns the property and design/engineering are near complete. Staff will manage the budget appropriation and be responsible for expending monies related to the expansion. Staff will monitor the project ;both from a financial and construction project management position. Any budget amendments that may be needed will be presented to the IDA board for approval. Additional funding through the IDA may be approved by the IDA board if necessary for project completion.

Hardee County Industrial Development Authority
Draft Budget for the year ended September 30, 2019 - General Fund / S. Ft. Meade Mine Agreement



	SILX Water/Sewer Corridor #2	Carlton Street Extension	Steele Equine	Specialty Crop Shed Grant In Partnership with SFBC	Carlton Street Extension	Will-Duke to Sturmer Rd Water/Sewer Corridor	Commerce Park Expansion	Pretreatment Facility	Innovation Place	Tech Silver	Wire Dials	Florida Hospital Building	Commerce Park	General Fund - Other	Total Estimated General Fund	IDA Commerce Park Expansion Bonds Proceeds Appropriation	Pretreatment Facility Bonds Proceeds Appropriation	Administrative Fee Supplement	City of Wauchula CRA - L. Cobb Development LLC Bonds Proceeds Appropriation	City of Wauchula CRA - Phase II Bonds Proceeds Appropriation	EDA Marketing Bonds Proceeds Appropriation	Innovation Place Bonds Proceeds Appropriation	Wayne Street Bonds Proceeds Appropriation	Carlton Street Bonds Proceeds Appropriation	Ag Tech Pilot Bonds Proceeds Appropriation	Spec Building # Bonds Proceeds Appropriation	Rapid Systems Extension Bonds Proceeds Appropriation	Other Monetic Activity A Bonds Proceeds Appropriation	Other Bonds Proceeds Appropriation
	EDA Grant - FYE 2018	EDA Grant - FYE 2018	EDA Grant - FYE 2018		EDA Grant - FYE 2019	EDA Grant - FYE 2018	EDA Grant - FYE 2019	EDA Grant - FYE 2019					Keystone/PPW Residential Rentals																	
Total Grant Award	$ 1,448,506	$ 106,940	$ 655,141	$ 150,102	$ 900,000	$ 500,000	$ 500,000	$ 300,000																					
Fiscal Years Grant Expenditures estimated through 9/30/18	(1,000,000)	(100,000)	(250,000)	(10,000)																									
Grant Award Available for FY 2019	448,506	56,940	305,141	140,102	900,000	500,000	500,000	300,000								1,500,000	25,000	300,000	200,000	200,000	50,000	400,000	300,000	500,000	150,000	1,000,000	1,000,000		
Estimated Fund Balance Carryforward as of 9/30/18																													
Estimated Revenue														2,000,000	2,000,000	1,500,000	25,000	300,000	200,000	200,000	50,000	400,000	300,000	500,000	150,000	1,000,000	1,000,000	3,375,000	6,000,000
Grant Proceeds	448,506	56,940	305,141	140,102	900,000	500,000	500,000	300,000							2,762,883														
Interest Income													500		500														
Rental Income									58,406	23,316		12,000	202,000		295,716													10,000	10,000
Misc. Income																													
Bonds Income														400,000	400,000													3,500,000	3,500,000
Transfer In																													
Total Estimated Revenue	448,506	56,940	305,141	140,102	900,000	500,000	500,000	300,000	58,406	23,316		12,000	202,500	2,400,500	5,459,599	1,500,000	25,000	300,000	200,000	200,000	50,000	400,000	300,000	500,000	150,000	1,000,000	1,000,000	3,510,000	9,510,000
Total Fund Balance CY & Estimated Revenue	448,506	56,940	305,141	140,102	900,000	500,000	500,000	300,000	58,406	23,316		12,000	202,500	2,400,500	5,459,599	1,500,000	25,000	300,000	200,000	200,000	50,000	400,000	300,000	500,000	150,000	1,000,000	1,000,000	6,885,000	15,510,000
Appropriations																													
Professional Fees														150,000	150,000														
Advertising														1,500	1,500														
Bonding Security														2,500	2,500														
Landscaping and Grounds														15,000	36,500														
Property Management									3,500	4,000	9,000	3,000	8,400		2,000														
Utilities									22,000	50,000		27,000	17,000	5,000	121,000														
Insurance Expense									12,000	5,000	20,000	17,300	24,500	10,000	80,300														
Repairs and Maintenance									15,000	10,000		5,000	10,000	5,000	45,000														
Property Taxes									25,000	23,000			55,000	15,000	118,000														
Travel														5,000	5,000														
Grant Expenses	448,506	56,940	305,141	140,102											448,243														
Capital Outlay					900,000	500,000	500,000	300,000							2,317,440	1,500,000	25,000		200,000	200,000	50,000				75,000		1,000,000		
Transfers Out - EDC														250,000	250,000			300,000				400,000	300,000	500,000	75,000	1,000,000			
Transfers Out																													
Total Appropriations	448,506	56,940	305,141	140,102	900,000	500,000	500,000	300,000	77,500	92,000	29,000	52,300	117,000	484,000	3,884,375	1,500,000	25,000	300,000	200,000	200,000	50,000	400,000	300,000	500,000	150,000	1,000,000	1,000,000		9,000,000
Total Estimated Revenue Over (Under) Appropriations									(19,100)	(68,684)	(29,000)	(40,300)	84,919	(83,500)	(427,476)	(1,500,000)	(25,000)	(300,000)	(200,000)	(200,000)	(50,000)	(400,000)	(300,000)	(500,000)	(150,000)	(1,000,000)	(1,000,000)		(3,525,000)
Fund Balance Carryforward and Estimated Revenue Over (Under) Appropriations									(19,100)	(68,684)	(29,000)	(40,300)	84,919	1,916,500	5,072,124													6,885,000	6,885,000

HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

MINUTES

Hardee County Economic Development Council
Hardee County Industrial Development Authority

Commission Chambers 412 W. Orange, Room 102, Wauchula, FL 33873 Regular Meeting

5/08/2019 1:30 PM

BOARD MEMBERS

Gene Davis, Chairman | Tommy Watkins, Vice-Chairman | Courtney Green | Lory Durrance | Calli Ward | Denise Grimsley

1. Call to Order

Attendee Name	Title	Status	Arrived
Gene Davis	Chairman	Present	
Tommy Watkins	Vice-Chairman	Present	
Courtney Green	Board Member	Present	
Lory Durrance	Board Member	Present	
Calli Ward	Board Member	Present	
Denise Grimsley	Board Member	Present	

Visiting: Terry Atchley, Charlie Cox, Bruce Stayer, Mark King, Arnold Lanier, Sue Birge,
County Commissioners: Mike Thompson
EDC/IDA Attorney: Ken Evers
Press: Michael Kelly
Staff: Bill Lambert, Sarah Pelham and Kristi Schierling

2. Approval of Agenda

Item 2.1. Motion to approve the agenda with the changes

Director Lambert asked to move 4.1 under 4.4 and have an add on with 4.8 being Incubator lease.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Courtney Green, Board Member
SECONDER:	Lory Durrance, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

3. Approval of Minutes

Item 3.1. April 2019 Minutes

Calli Ward brought to attention that the year should be 2021 in section 4.5 of the April minutes. This will be corrected.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tommy Watkins, Vice-Chairman
SECONDER:	Calli Ward, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

4. Presentations

Item 4.1. Old Florida Hospital Presentation

A presentation was given today by Mark King and his team about turning the old hospital into an ALF. Their ask is for us to deed them the property for $1. The discussion of a market study came up after the presentation. Comments were made that we should have it done and other comments were that the presenters should have it done themselves. Pros and cons for each were discussed. The cost of a market study could possibly be about $10-12,000 and about 60-90 days to complete. If Mark and his team take possession of the building, they will reimburse us for the cost of the market study.

A motion was made by Calli Ward and seconded by Denise Grimsley to go ahead with the market study and not to exceed a cost of $15,000.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Calli Ward, Board Member
SECONDER:	Denise Grimsley, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

Item 4.2. Draft Florikan Lease

The lease with Florikan for the buildings that were previously leased to Keyplex was brought back today. It is a 10 year lease with an option to purchase. Director Lambert recommends approval. Lease payments will start July 1st.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tommy Watkins, Vice-Chairman
SECONDER:	Courtney Green, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

Item 4.3. Terviva Lease

Sarah reviewed this with the Board. On page 4 paragraph D of the Termination clause in the event we dispose of the property, we must give a 60 day written notice to Terviva and Terviva will have 90 days to remove the trees at their costs. If they fail to remove the trees in the 90 day period, the IDA shall be authorized to remove and destroy the trees at Terviva's reasonable expense. The word reasonable will be added in before the word expense.

A motion was made by Calli Ward and seconded by Lory Durrance to approve the lease with the addition of the word reasonable added in.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Calli Ward, Board Member
SECONDER:	Lory Durrance, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

Item 4.4. Solar Project Draft Leases

We will hold off on this for another month and revisit then.

Item 4.5. Carlton Street Extension

The EDA sent a request to the IDA on 3/19/19 requesting us to consider funding of the Carlton Street Expansion project. Mike Thompson (EDA Member) explained that the EDA process takes too long and this project is ready to move forward now. If we just wait and put an application in for this during the current EDA cycle, it would just put the expansion further behind. Tommy Watkins thought that the EDA was reorganized to fund infrastructure projects. Director Lambert said that the IDA could also fund infrastructure projects too. Bill was also under the impression that the property owners were urgent in moving this so other projects of theirs could move forward as well. The road could take about 18 months to construct and costs could be around $1.25-1.5 million.

A motion was made by Lory Durrance and seconded by Gene Davis to approve the extension of Carlton St. Tommy Watkins opposed.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Lory Durrance, Board Member
SECONDER:	Gene Davis, Chairman
AYES:	Davis, Green, Durrance, Ward, Grimsley
NAYS:	Watkins

Item 4.6. Discussion on Spec Buildings 9 and 10

Director Lambert noted that other than the old hospital and the previous Winn Dixie building, there are no buildings to recruit with. We have a few projects that may move forward and we would like to build a building for them in the new section of the Commerce Park. Project Mainland would need a 40,000 square foot building and the other building would be about 15,000-20,000 square feet. Bill would like to move forward with developing costs for these two buildings. We may apply to the EDA for the buildings. They will only be shell buildings and not customized to any particular company yet.

A motion by Calli Ward was made a seconded by Courtney Green to move forward with submitting applications to the EDA for spec buildings 9 and 10 for supplemental funding and for funding of Commerce Park infrastructure.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Calli Ward, Board Member
SECONDER:	Courtney Green, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

Item 4.7. Pomegranate grant

IFAS and the Pomegranate Association are applying for a grant for further research on pomegranates. The pomegranate association has asked if we could provide an in kind service match of our existing caretaking costs for our pomegranate plot for a year. We have also been asked for a letter of support. They would be using our

costs as part of their ask. We are not a co applicant in this and there is no deadline. Some questions and issues arose from the board members. We will bring this back to the board at a later meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Courtney Green, Board Member
SECONDER:	Denise Grimsley, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

8. Incubator lease

Item 4.8.1. Motion to terminate the current lease with the Pack and Ship and enter into a lease with the new tenant.

The Pack and Ship will be closing soon. A local resident who has an e-commerce business has approached us about leasing the pack and ship space. The current lease for the space is not up until 2020 and does not allow for Autumn to sublease the space out. In order to move forward, we need to terminate the current lease and enter into a new one with the new tenant. The new tenant has currently been working out of his home but has now grown out of that space. He is currently going through all of the procedures of having his business established so we can enter into a lease with him. This leased space has its own meter for electricity and he will be responsible for it. The space will be leased at $6 a square foot.

A motion was made by Courtney Green and seconded by Denise Grimsley to terminate the lease with the Pack and Ship and enter into a new lease with the new tenant.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Courtney Green, Board Member
SECONDER:	Denise Grimsley, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

5. Updates

Director Lambert said that everything was still going well.

6. Reports

Item 6.1. April 2019 Financials

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Calli Ward, Board Member
SECONDER:	Courtney Green, Board Member
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

Item 6.2. Budget Amendment- SR Fund (S. Ft Meade)

Charlie Cox reviewed the budget amendment with the Board. This amendment is to appropriate capital outlay for purchase of Space Florida fixtures with the Commerce Park building.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Calli Ward, Board Member
SECONDER:	Tommy Watkins, Vice-Chairman
AYES:	Davis, Watkins, Green, Durrance, Ward, Grimsley

7. Announcements/Other Business/Public Comments

8. Adjournment

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FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***Hardee County Industrial Development Authority*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Intentionally left Blank**
- **Exhibit E: Grantee's Resolution;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. **TERM.** This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2035 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31,

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37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a ***cost reimbursement*** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to ***Two Million Three Hundred Sixty Thousand Dollars ($2,360,000)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

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d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: http://www.myfloridacfo.com/aadir/interest.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of

Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or

at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.

a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) **Funding Requirements of s. 215.971(1), F.S.:**

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) **Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. **FINAL INVOICE:** Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

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discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

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business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. **EMPLOYMENT ELIGIBILITY VERIFICATION:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system (https://www.e-verify.gov/)to verify the employment eligibility of all new employees Grantee hired during the term of this Agreement. Grantee shall include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

13. **DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. **ASSIGNMENTS AND SUBCONTRACTS:**

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

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d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Monthly, Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

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17. **INFORMATION RESOURCE ACQUISITION**: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. **INSURANCE**: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) **Commercial General Liability Insurance:** Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) **Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) **Other Insurance:** During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. **CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

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d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO

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who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. **TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. **CONSTRUCTION; INTERPRETATION:** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. **TERMINATION:** DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

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h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. **INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. **LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. **PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not

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reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement.

Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager:**
Hardee County Industrial Development Authority	Sarah Pelham, Economic Development Coordinator
107 East Main Street	107 East Main Street
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3030	(863) 773-3030
Sarah.Pelham@hardeemail.com	Sarah.Pelham@hardeemail.com

DEO's Agreement Manager:

Bridgett Jackson
107 East Madison Street
Tallahassee, Florida 32399
850-245-7459
850-245-7470
Bridgett.Jackson@deo.myflorida.com

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

	DEPARTMENT OF ECONOMIC OPPORTUNITY	**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**
By	_____ Signature	_____ Signature
Title	**Ken Lawson Executive Director**	**Henry Gene Davis Chairman**
Date	_____	5/8/19

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

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Exhibit A
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $2,360,000.00 for the Hardee County Commerce Park Infrastructure Expansion. Funds will be used to provide water and sewer infrastructure for the development of an additional 20 lots within the footprint of the commerce park. The additional 20 lots with the necessary water and sewer in place will allow for the recruitment of businesses to Hardee County.

2. **GRANTEE'S RESPONSIBILITIES:**

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from DEO's Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before June 30, 2019 (the "Commencement Date"), and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not obligated under this Agreement by June 30, 2022 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of DEO's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for the purchase or planting of any landscape, mitigation, the installation or relocation of utilities, for any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $30,000,000.00 has been made and paid for by private businesses at the location

of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").
2) Grantee shall certify that at least 383 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").
3) Grantee shall certify that 0 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. Grantee shall complete the following water and sewer activities for the Hardee County Commerce Park Infrastructure Expansion Project.
   i. Survey
   ii. Site Work
   iii. Utilities
   iv. Storm
   v. Fencing
   vi. Electrical

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete all requirements as outlined in Section 2.	Grantee may be allowed reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of the deliverable as evidence by submission of the following: • Completed AIA Form G702 and G703, or an industry equivalent, signed by a licensed professional certifying to the percentage of project completion; • Photographs of project in progress; and • Invoice package in accordance with Section 7 of the Scope of Work. DEO shall retain 10% of total grant award ($236,000) to be paid upon 100% Project completion.	Failure to complete minimum level of service will result in non-payment. Failure to complete the project work in accordance with Section 2 of the Scope of Work on or before June 30, 2021 will result in a financial consequence of ten percent (10%) of the total grant award ($236,000).
		DELIVERABLE NOT TO EXCEED: $2,360,000
TOTAL AMOUNT NOT TO EXCEED $2,360,000		

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. **REPORTING:**

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in this Agreement. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

c. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. **INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

a. Grantee shall provide one invoice per monthly for all services rendered during the applicable period of time.

b. The following documents shall be submitted with the itemized invoice:

1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.

2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

4) Photographs of the project in progress and completed work;

5) A copy of all supporting documentation for vendor payments;

6) A copy of the cancelled check(s) specific to the project; and

7) A copy of the bank statement that includes the cancelled check.

c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.

d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. **FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. **NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. **NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. **DISPOSITION OF PROJECT PROPERTY:**

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

2) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.

1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

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3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. If DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. If the recipient expends $750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. Attachment 1 to this indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.

3. If the recipient expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. If that the recipient expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED. This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. If the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental

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entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this exhibit indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statues, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:
http://www.myflorida.com/audgen/pages/flsaa.htm

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding Grantee must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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PART V: RECORD RETENTION.

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, 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 controlling period as identified above, whichever is longer.

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Attachment 1 to Exhibit B

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY, CSFA NUMBER 40.043, ECONOMIC DEVELOPMENT TAX REFUND, TAX CREDIT, AND GRANT PROGRAM*** - **$ 2,360,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.***

2. ***N/A***

3. **N/A**

NOTE: List applicable compliance requirements

NOTE: Title 2 CFR 200.331, as revised, and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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EXHIBIT D

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EXHIBIT E

GRANTEE'S RESOLUTION

DocuSign Envelope ID: 25A3716E-F4D7-4554-8629-1EF40888FA8A

EXHIBIT F

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT B

Project Description

The Hardee County Commerce Park has proven to be on of the County's most valuable assets for business recruitment. Over the past 12 years, the initial 22 lots have been developed. New buildings, bringing new business to Hardee county. Job creation for our citizens, tax revenue to the County, ad added commerce are all results of the Commerce Park development.

Providing shovel ready sites and even spec building to hold in inventory, keep Hardee County in the game in the state of Florida where economic development is concerned. The IDA has recognized that spec building provides us with a tool to recruit companies to the County. Having the Hardee County Commerce Park, allows well suited manufacturing companies an opportunity to locate to the County and gives the County the ability to provide shovel ready sites and or spec building to use as an economic development incentive.

Continuing on this path of business recruitment, through the use of sites and spec buildings the IDA has begun design of the next phase of development in the commerce park. 21 additional lots will be developed and ready for use as recruitment tools for economic development. Governor Rick Scott, under his leadership, placed economic development at the top of Florida's priority list. He developed a grant program while in office, that allows economic development agencies, county government and educational institutions to apply for grant funding, similar in nature to how the EDA funds. Projects must be for infrastructure and or education programs, within the County. Focus of rural areas became a priority for the Governor. In 2017, the IDA applied to the Florida Job Growth Grant Fund for matching dollars to be utilized for infrastructure needed to complete the commerce park expansion. The IDA was awarded $2,360,000.00 from the Governor in October 2018, for the infrastructure.

The IDA is requesting in this application $2,000,000.00 in EDA funding to couple with the IDA appropriated funds and grant funds from the Florida Job Growth Grant Fund. We estimate the total cost of the project around $6,000,000.00. At the time of presentation, we will provide official cost estimates associated with the project. The IDA is prepared to finance the project until reimbursement.

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 Business 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 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., Room 103
Wauchula, FL 33873
863-773-9430 Phone; 863-773-0958 Fax

Business Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(name of Grantee's Business 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 of 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 Business 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

Business Agreement Administrator: _____
Signature Date

AGENDA ITEM NO. 6.E

Hardee County
FLORIDA

Item Cover Page

ECONOMIC DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **BUSINESS AGENDA**

SUBJECT: **Chairman Melendy -** 2026 Grant Application Scoring, Funding & Approval

SUGGESTED ACTION:

- Motion to award the following grant agreements in the amount designated including the necessary budget amendments, with an effective date of October 1, 2026; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
  - City of Bowling Green - Pyatt Park Outdoor Fitness Court & Recreation Enhancement Project in the amount of $
  - City of Wauchula - Pavement Management Plan & Electric Distribution System Master Plan in the amount of $
  - Town of Zolfo Springs - Sanitary Sewer Evaluation Survey in the amount of $
  - Hardee County BOCC - Pioneer Park Infrastructure Improvements in the amount of $
  - Hardee County BOCC - Hardee Lakes Park Septic Tank & Elevated Drainfield in the amount of $
  - Hardee County BOCC - Hamm Radio Emergency Communications in the amount of $
  - Hardee County BOCC - Pocket Park in the amount of $

ATTACHMENTS:

2026 Application Scoring Sheet.xlsx
CoBG.pdf
COW.pdf
ZS SSES.pdf
PP.pdf
HL.pdf
Hamm.pdf
Pocket Park.pdf

2026 EDA Grant Application Scoring Sheet

Submitting Agency	Project Name	Requested Amount	Funding Priority
City of Bowling Green	Pyatt Park Outdoor Fitness Court & Recreation Enhancement Project	$425,000	
City of Wauchula	Pavement Management Plan & Electric Distribution System Master Plan	$322,600	
Town of Zolfo Springs	Sanitary Sewer Evaluation Survey	$300,000	
BOCC	Pioneer Park Infrastructure Improvements	$560,510	
BOCC	Hardee Lakes Park Septic Tank & Elevated Drainfield	$395,260	
BOCC	Hamm Radio Emergency Communications	$65,000	
BOCC	Pocket Park	$150,000	
	TOTAL	**$2,218,370**	

Board Member: _____

Funded Amount

Dawn Page, City Manager

John Scheel, Police Chief

104 East Main Street
Bowling Green, FL 33834

CITY OF
Bowling Green

Telephone: (863) 375-2255
https://bowlinggreenflorida.net

RECEIVED
MAY 29 2026
BY: B

May 28, 2026

Hardee County Economic Development Authority
Attn: Grant Review Committee
412 W. Orange St., Room 103
Wauchula, FL 33873

RE: Hardee County EDA Infrastructure Grant Application – Pyatt Park Recreation, Wellness, and Economic Development Improvements

Dear Grant Review Committee:

On behalf of the City of Bowling Green, I am pleased to submit the enclosed Hardee County Economic Development Authority (EDA) Infrastructure Grant Application for the Pyatt Park Recreation, Wellness, and Economic Development Improvements Project.

This project includes the installation of additional lighting for the existing pickleball courts, development of an outdoor fitness center, and replacement of the existing wood chip walking trail with a durable asphalt or concrete surface. These improvements will enhance public recreation opportunities, promote health and wellness, increase accessibility, and support economic development by attracting residents and visitors to the community.

Pyatt Park serves as an important recreational asset for Bowling Green and the surrounding area. The proposed improvements will expand the park's functionality, encourage increased utilization, and support local businesses through recreational tourism and community events. The project aligns with the mission of the Hardee County EDA by enhancing community infrastructure, improving quality of life, and fostering economic activity within the County.

The City appreciates the Hardee County EDA's continued commitment to supporting projects that strengthen our communities and improve opportunities for residents. We respectfully request your favorable consideration of this application.

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

Sincerely,

Dawn Page

Dawn Page
City Manager

COMMISSIONERS: Sam Fite, Mayor, N'Kosi Jones, Vice Mayor, Francisco Arreola, Kent Petersen, David Durastanti

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

- Please review the attached guidelines before preparing the application.
- After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
- Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
- Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
- Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
- Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
- The completed and signed original application must be submitted to: County Manager's Office

412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY: 5/29/26 @ 1:32pm (B)
Date and time application received: Initials Date application deemed complete: Initials

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: City of Bowling Green
Mailing Address: 104 East Main Street, Bowling Green, FL 33834

Phone Number: (863) 375-2255
Fax Number: (863) 375-3362
FEID Number: 59-6000281

b) Contact Person: Dawn Page
Title: City Manager
Mailing Address: 104 East Main Street, Bowling Green, FL 33834

Phone Number: (863) 375-2255
Fax Number: (863) 375-3362
Email Address: citymanager@bowlinggreenflorida.org

c) Name of the Proposed Project:

Pyatt Park Outdoor Fitness Court & Recreation Enhancement Project

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab A

b) Total estimated cost of the project: $ 425,000

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab B

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab C

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab D

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

N/A

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New

☐ Existing

☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

Is the business unit planning multiple locations in the State of Florida?
Yes ☐ ☐ No
If yes, please explain: _____
_____

i) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generated/retained, the average hourly wage of the positions generated/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.
Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSISTANCE FOR THIS PROJECT

N/A - No other local, state or federal financial assistance applied for.

a) Name of Program: _____
Name of Agency: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application. Related documentation attached. See Tab _____

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.
Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.
Related documentation attached. See Tab _____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying to the municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
X Yes No

b) Is the project located in an Enterprise Zone?
☐ Yes X No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes X No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab E

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab F

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab G

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab H

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab I

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab J

g) Please provide a projected operating budget for a minimum of three years.
See Tab K

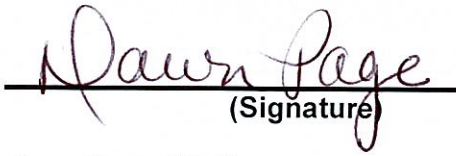
VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab L

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:



(Signature)

Dawn Page, City Manager

(Print or Type Name & Title)

City of Bowling Green

(Company)

(863) 375-2255

(Phone Number)

(863) 375-3362

(Fax Number)

5/28/26

(Date)

citymanager@bowlinggreenflorida.org

(E-mail Address)

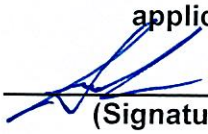
(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.



(Signature of Authorized Officer)

Sam Fite, Mayor

(Print or Type Name of Authorized Officer)

City of Bowling Green

(Company)

(863) 375-2255

(Phone Number)

(863) 375-3362

(Fax Number)

5/28/26

(Date)

commissioner5@bowlinggreenflorida.org

(E-mail Address)

ATTACHMENT TO HARDEE COUNTY EDA INFRASTRUCTURE GRANT APPLICATION
APPLICATION TABS A THROUGH L

Tab A: PROJECT DESCRIPTION - *Complete a description of the project.*

The City of Bowling Green is requesting Hardee County EDA grant funding to support recreational and wellness improvements at Pyatt Park, including additional lighting for the existing pickleball courts, construction of an outdoor fitness center, and replacement of the existing wood chip walking trail with a more durable asphalt or concrete surface.

The City's pickleball courts have become increasingly popular, especially among residents who play after work. However, the current lighting system is not sufficient to safely support after-dark use. As a result, local players are currently required to travel outside the City and, in some cases, outside the County to access properly lighted courts. Adding adequate lighting will allow residents and visitors to use the courts during evening hours, expanding recreational opportunities and increasing the park's overall usability.

The pickleball courts have already hosted a tournament that drew mostly out-of-town teams, with another tournament scheduled soon. These events bring visitors into Bowling Green, creating opportunities for increased spending at local businesses, restaurants, fuel stations, and other services. For a small rural city, even modest increases in visitor activity can have a meaningful economic impact.

Hardee County EDA funding would serve as the primary funding source for the outdoor fitness center project at Pyatt Park. The project will create a free, accessible outdoor wellness space located adjacent to the walking trail, providing residents and visitors with opportunities to improve their health and fitness in a safe and welcoming environment. Designed for users of all ages and fitness levels, the outdoor fitness center will encourage physical activity, promote healthy lifestyles, and further establish Pyatt Park as a community destination for recreation and wellness.

The City also proposes replacing the existing wood chip walking trail with an asphalt or concrete surface. This improvement will provide a safer, more accessible, and lower-maintenance walking path for residents and visitors. A hard-surface trail will better accommodate seniors, individuals with mobility limitations, strollers, and year-round use, while improving the overall appearance and functionality of the park.

Together, these improvements directly support economic development by enhancing public infrastructure, increasing recreational tourism, encouraging visitor activity, improving quality of life, and making Bowling Green a more attractive place to live, work, visit, and invest. The project aligns with Hardee County EDA funding goals by supporting community vitality, strengthening local amenities, encouraging outdoor recreation, and creating opportunities for increased economic activity within the City.

Total Project Cost: $425,000

Grant Request: $425,000

Matching Funds: None

Photo of Proposed Fitness Court:



Photo of Pyatt Park Aerial View Fitness Court Site & Walking Trail:

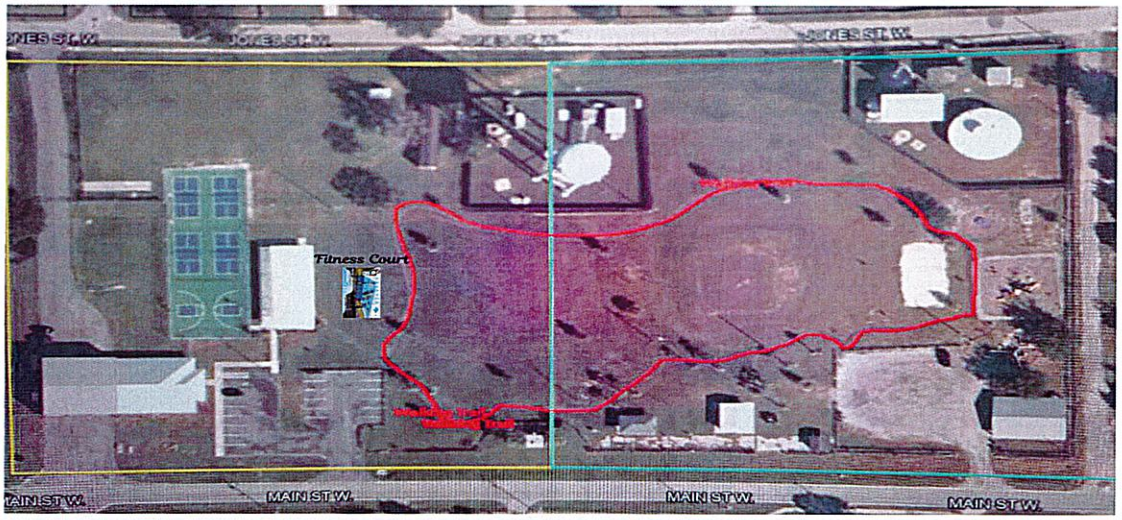
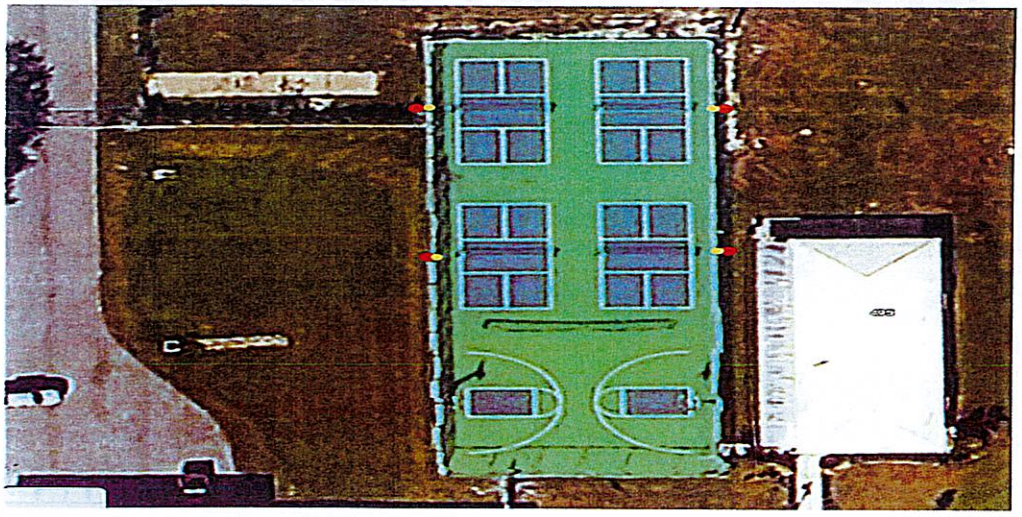


Photo of Pickleball Court Proposed Four Light Fixtures:



Tab B: PROJECT STAGES - *Itemize and present in chronological order, if appropriate, the stages of proposed project from inception to completion (e.g. feasibility studies, design & engineering, land acquisition, construction, etc.). Provide all relevant cost information for each stage of the proposed project and indicate the source of financing for that stage.*

CITY OF BOWLING GREEN - PYATT PARK OUTDOOR FITNESS COURT & RECREATION ENHANCEMENT PROJECT		
STAGE		**EDA GRANT**
Permitting		$5,000.00
Bidding		$5,000.00
Construction		
Fitness Court		$316,000.00
Pickleball Lighting		$52,000.00
Walking Trail Surfacing		$47,000.00
	TOTALS:	$425,000.00
	TOTAL PROJECT COST:	$425,000.00

Tab C: NATURE OF BUSINESS ACTIVITIES CONDUCTED AT SITE AND RELATED TO PROPOSED PROJECT - *Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.*

Pyatt Park is a publicly owned recreational facility operated by the City of Bowling Green that provides opportunities for walking, fitness, pickleball, and community activities for residents and visitors.

The proposed project includes additional lighting for the pickleball courts, installation of an outdoor fitness court, and replacement of the existing wood chip walking trail with a hard-surfaced trail. These improvements will increase park usage, expand recreational and wellness opportunities, extend safe operating hours, and enhance a community asset that supports quality of life and economic development within the City of Bowling Green.

Tab D: INFRASTRUCTURE OWNERSHIP AND MAINTENANCE - *Indicate who will own the infrastructure when completed, who will provide maintenance for the infrastructure and other infrastructure related to the proposed project.*

The proposed infrastructure will be owned, operated and maintained by the City of Bowling Green.

Tab E: CAPACITY TO COMPLETE PROJECT AND MEET ADMINISTRATIVE REQUIREMENTS - *Any information that will be helpful to establish your organization's capacity to complete the proposed project and meet the administrative requirements in the grant.*

The City of Bowling Green staff have extensive experience with administering numerous previous infrastructure grant/loan projects. This experience includes previous EDA grants, multiple FDEP State

Revolving Fund grant/loans, State of Florida Wastewater Grants, State of Florida Legislative Appropriations, Southwest Florida Water Management Cooperative Funding Grant, FDOT Small County Outreach Program (SCOP) Grants, and Community Development Block Grant (CDBG) projects totaling more than $25 million over the past 10 years.

Tab F: ADDITIONAL INFORMATION TO EVALUATE THE ANTICIPATED IMPACT OF THE PROPOSED PROJECT - *Any information that will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.*

The City does not have a formal strategic plan for the proposed project. An executive summary of the proposed project is included in Tab A, along with coordinating photos. The City has discussed the intent of the project with vendors and obtained quotes for the detailed equipment and materials needed for the project to determine project cost.

Tab G: FINANCING PLAN - *This is a reimbursement grant. Provide the financing plan for this proposed project indicating which funds will be reimbursed by grant dollars, should the application be refunded.*

Currently the City of Bowling Green has a $300,000 revolving line of credit with First National Bank of Wauchula. The City is looking to expand that line of credit in the near future to ensure it will meet contractual obligations for the prompt payment of contractors/vendors. This credit line would be used to pay contractors/vendors throughout the project for reimbursement by the EDA grant.

Tab H: PUBLIC USE OR OTHER PUBLIC GOOD RESULTING FROM THIS PROJECT - *Provide evidence of the public use or other public good resulting from this proposed project.*

The proposed improvements to Pyatt Park will provide significant public use and public benefit by:

1. **Expanding Recreational Opportunities –** Additional lighting at the pickleball courts will allow for safe evening play and increased use by residents, visitors, and organized groups.
2. **Promoting Community Health and Wellness** – The outdoor fitness court will provide free, year-round access to exercise equipment for individuals of all ages and fitness levels.
3. **Improving Accessibility and Safety** – Replacing the existing wood chip walking trail with a hard-surfaced trail will create a safer, more accessible amenity for walkers, runners, seniors, and individuals with mobility challenges.
4. **Enhancing Quality of Life** – Improved recreational amenities will encourage active lifestyles, social interaction, and greater community engagement.
5. **Supporting Economic Development** – Increased park usage and visitation will enhance a valuable community asset and contribute to Bowling Green's ongoing efforts to attract residents, visitors, and investment.

These improvements will benefit the community as a whole by creating a more accessible, active, and attractive public space for current and future generations.

Tab I: ANTICIPATED PROJECT SCHEDULE - *Describe in sufficient detail to evaluate the feasibility of the proposed project, the anticipated schedule for the applicant's decision to proceed with the proposed project (e.g. acquisition of property, obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the proposed project).*

ACTIVITY	ESTIMATED DATE
Grant Approval	August 2026
Acquisition of Property	Not needed
Design of Project	October 2026
Obtaining Permits & Approval	December 2026
Advertise for Bid	January 2027
Receive & Evaluate Bids	February 2027
Start of Construction	March 2027
Completion of Project	July 2027

Tab J: PERMITS - *List of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.*

ITEM	ESTIMATED TIME FRAME
Comprehensive Plan	None Required
Zoning Changes	None Required
City Commission Approvals	1 month
Hardee County Building Permit	2 months

Tab K: OPERATING BUDGET - *Provide projected budget for a minimum of three years.*

Exhibit 1 contains the Management Discussion and Analysis for financial years ending 2023, 2024, and 2025. These financial reports indicate a stabilized financial condition, which indicate the City has followed general accepted accounting principles in the United States of America. Moving forward, City finances are projected to be similarly stable.

Tab L: CONFLICT OF INTEREST - *All applicants must disclose with their application the name(s) of any elected official,officer, director, or agent who is an employee of Hardee County, or the Hardee County Economic Development Authority. Further, all applicants must disclose the name(s) of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefit from the proposed project.*

The City of Bowling Green does not have any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. THe City also has no current knowledge of any Hardee County or Hardee County Economic Development Authority staff or board member who owns,directly or indirectly, an interest of five percent or more in any company creating the employment opportunities that would benefit from the proposed project.

EXHIBIT 1

Management Discussion and Analysis for Financial Year Ending 2023, 2024, and 2025

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CITY OFFICIALS
Pamela Durrance, City Manager
Katherin Kinzel, City Clerk
John Scheel, Police Chief
Gerald Buhr, City Attorney

BOWLING GREEN

COMMISSIONERS
N'Kosi Jones, Mayor
Sam Fite, Vice Mayor
David Durastanti
Cliff Lunn
Francisco Arreola

P.O. Box 608, 104 E. Main Street
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MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Bowling Green, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

Financial Highlights

- The assets of the City exceeded its deferred inflows of resources and liabilities at the close of the most recent fiscal year by $15,299,317 (net position). Of this amount, $2,465,491 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The government's total net position increased by $197,830.
- As of the close of the current fiscal year, the City's general fund reported ending fund balance of $1,545,800, an increase of $123,448. Of this total amount, $1,545,673 is available for spending at the City's discretion (unassigned fund balance).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred inflows of resources and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported in a manner similar to the approach used by private-sector businesses in that revenues are recognized when earned or established criteria are satisfied and expenses reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the year, and expenses are reported even though they may not have used cash during the current fiscal year.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, physical environment, and culture and recreation, as well as the Community Redevelopment Agency. The business-type activities of the City include the water, sewer, and sanitation departments.

The government-wide financial statements can be found on pages 10 and 11 of this report. DRAFT

Fund financial statements: Funds are a group of self-balancing accounts. Funds are used to account for specific activities or objectives of the City, rather than reporting on the City as a whole. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City utilizes a general fund and special revenue fund. In fiscal year 2016, the City established the City of Bowling Green Community Redevelopment Agency (CRA) – a special revenue fund – which began operations in fiscal year 2017 and is also reported as a governmental fund. The General Fund is considered by the City to be a major fund and the Special Revenue Fund is considered a non-major fund.

The City adopts an annual appropriated budget for both its general fund and special revenue fund. A budgetary comparison statement has been provided for both funds to demonstrate compliance with their respective budgets.

The basic governmental fund financial statements can be found on pages 12 through 15 of this report.

Proprietary funds: The City utilizes one type of proprietary fund, the enterprise fund. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its water, sewer, and sanitation departments.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, and sanitation departments. These activities are all accounted for in one fund, which is classified as a major fund.

The basic proprietary fund financial statements can be found on pages 16 through 18 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 19 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's general fund budgetary comparison. Required supplementary information can be found on page 41 of this report.

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Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Bowling Green, assets exceeded deferred inflows and liabilities by $15,299,317 at the close of the most recent fiscal year. The following table presents a condensed statement of net position as of September 30, 2023 with comparative totals as of September 30, 2022:

Net Position at September 30, 2023 and 2022

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Current and other assets	$ 2,793,810	$ 2,564,284	$ 1,637,701	$ 2,267,071	$ 4,431,511	$ 4,831,355
Capital assets	1,613,398	1,644,300	14,035,641	14,194,878	15,649,039	15,839,178
Total assets	4,407,208	4,208,584	15,673,342	16,461,949	20,080,550	20,670,533
Long-term liabilities outstanding	180,578	14,089	3,313,569	3,465,318	3,494,147	3,479,407
Other liabilities	53,092	161,577	468,841	1,199,302	521,933	1,360,879
Total liabilities	233,670	175,666	3,782,410	4,664,620	4,016,080	4,840,286
Deferred inflows	765,153	728,760	-0-	-0-	765,153	728,760
Net position:						
Net investment in capital assets	1,602,252	1,630,211	10,722,072	10,729,560	12,324,324	12,359,771
Restricted	216,967	135,550	292,535	266,896	509,502	402,446
Unrestricted	1,589,166	1,538,397	876,325	800,873	2,465,491	2,339,270
Total net position	$ 3,408,385	$ 3,304,158	$11,890,932	$11,797,329	$15,299,317	$15,101,487

The majority of the City's net position, $12,324,324, (or 81%) reflects its net investment in capital assets (e.g., land, buildings, machinery, and equipment, less any related debt used to acquire those assets that are still outstanding). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position, $509,502, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position in the amount of $2,465,491 may be used to meet the City's ongoing obligations to citizens and creditors.

The following table on page 7 presents a condensed statement of activities, which details the changes in net position for the year ended September 30, 2023 with comparative totals for the year ended September 30, 2022.

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Changes in Net Position
For the Years Ended September 30, 2023 and 2022

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	$ 119,365	$ 125,961	$ 1,644,040	$ 1,465,989	$ 1,763,405	$ 1,591,950
Operating grants and contributions	34,970	-0-	13,794	13,794	48,764	13,794
Capital grants and contributions	217,839	120,551	773,302	599,521	991,141	720,072
General revenues:						
Property taxes	429,642	375,121	-0-	-0-	429,642	375,121
Other taxes	847,644	901,711	-0-	-0-	847,644	901,711
Transfers	676	97,307	(676)	(97,307)	-0-	-0-
Other	233,101	198,476	90,576	46,732	323,677	245,208
Total Revenues	1,883,237	1,819,127	2,521,036	2,028,729	4,404,273	3,847,856
Expenses:						
General government	435,555	379,250	-0-	-0-	435,555	379,250
Public safety	685,985	684,759	-0-	-0-	685,985	684,759
Culture and recreation	326,628	162,919	-0-	-0-	326,628	162,919
Physical environment	329,825	246,737	-0-	-0-	329,825	246,737
Interest on long-term debt	1,017	1,311	90,877	28,760	91,894	30,071
Water	-0-	-0-	936,988	569,070	936,988	569,070
Sewer	-0-	-0-	1,038,064	920,009	1,038,064	920,009
Sanitation	-0-	-0-	361,504	354,321	361,504	354,321
Total Expenses	1,779,010	1,474,976	2,427,433	1,872,160	4,206,443	3,347,136
Change in Net Position	104,227	344,151	93,603	156,569	197,830	500,720
Net position, Beginning of Year	3,304,158	2,960,007	11,797,329	11,640,760	15,101,487	14,600,767
Net position, End of Year	$ 3,408,385	$ 3,304,158	$11,890,932	$11,797,329	$15,299,317	$15,101,487

Governmental activities: Governmental activities increased the City's net position by $104,227. Revenues increased over the prior year by $64,110. The increase was largely due to increases in property taxes and grants. Expenses increased by $304,034 due largely to increases in payroll and hurricane repairs.

Business-type activities: Business-type activities increased the City's net position by $93,603. Key elements of the difference between the current year and prior year are:

- Charges for services increased by $178,051 due to increased rates effective during 2023.
- The City received $1,445,966 from the American Rescue Plan Act in fiscal years 2021 and 2022. During the year ended September 30, 2023, the City utilized $787,096 of this grant funding. The City has $175,127 remaining to be spent, which was recorded as unearned revenue in the statement of net position as of September 30, 2023.
- Expenses (including interest) increased $555,273 over the prior year due largely to payroll, use of contracted personnel, and repairs, including repairs from hurricane damage.

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Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, spendable unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's general fund reported an ending fund balance of $1,545,800, an increase of $123,448. $1,545,673 of this total amount is unassigned fund balance, which is available for future spending at the government's discretion. The remainder of fund balance is restricted for the police department.

Activity during the current fiscal year included the following key components:

- Total general fund revenues increased over prior year by $245,975. The increase was primarily due to grant revenues of $249,648, offset by decreases in intergovernmental revenues.

- The general fund expenditures increased over prior year by $345,194. The increase was primarily due to capital outlay expenditures.

The CRA fund – a special revenue fund had $216,840 of ending fund balance all of which was restricted. The CRA fund balance increased by $81,417 in the current year, as current year tax revenues were not fully utilized in the current fiscal year.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The following are the noteworthy changes from the prior year:

- Operating revenues increased over the prior year by $181,388, largely due to rate increases implemented during 2023.

- Operating expenses increased $493,156 which was largely due to increased depreciation expense and contract operators.

General Fund Budgetary Highlights

Original and final budgeted revenues were $2,315,710, and original and final budgeted expenditures were $2,340,710. Actual revenues were less than budgeted by $492,324 due mainly to less grants than anticipated. Actual expenditures were less than budget by $640,096 due mainly to less grant projects completed.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of September 30, 2023, amounts to $15,649,039 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, sewer line improvements, water system improvements, machinery and equipment, and construction in progress.

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The following is a summary of the City's capital assets at September 30, 2023 with comparative totals at September 30, 2022:

Capital Assets (Net of Depreciation)

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Land	$ 510,393	$ 510,393	$ 31,894	$ 31,894	$ 542,287	$ 542,287
Construction in progress	91,689	161,442	330,938	2,350	422,627	163,792
Infrastructure	646,648	693,621	-0-	-0-	646,648	693,621
Building and improvements	245,334	195,650	12,949,560	13,718,633	13,194,894	13,914,283
Machinery and equipment	119,334	83,194	723,249	442,001	842,583	525,195
	$ 1,613,398	$ 1,644,300	$14,035,641	$14,194,878	$ 15,649,039	$15,839,178

Additional information on the City's capital assets can be found in note 2 of this report.

Long-Term Liabilities. At the end of the current fiscal year, the City had total long-term liabilities outstanding of $3,494,147. The City's long-term liabilities represents bonds and revenue notes secured solely by specified revenue sources, as well as notes payable and lease liability.

	Governmental Activities		Business-type Activities		Totals	
	2023	2022	2023	2022	2023	2022
Revenue bonds	$ -0-	$ -0-	$ 444,675	$ 485,075	$ 444,675	$ 485,075
Lease liability	170,862	-0-	-0-	-0-	170,862	-0-
Notes payable	9,716	14,089	2,868,894	2,980,243	2,878,610	2,994,332
	$ 180,578	$ 14,089	$ 3,313,569	$ 3,465,318	$ 3,494,147	$ 3,479,407

Additional information on the City's long-term debt can be found in note 2 of this report.

Economic Factors and Next Year's Budgets and Rates

The City of Bowling Green anticipates no increases in property taxes.

The City's fiscal year 2024 general fund budget included $1,370,292 for revenues and expenditures and the CRA budget included $101,671 for revenues and expenditures. The City's fiscal year 2024 enterprise fund budget includes $1,260,969 for revenues and expenses.

Requests for Information

This financial report is designed to provide a general overview of the City of Bowling Green, Florida finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bowling Green, 104 East Main Street, Bowling Green, Florida 33834.

CITY OFFICIALS
Pamela Durrance, City Manager
Katherin Kinzel, City Clerk
John Scheel, Police Chief
Gerald Buhr, City Attorney

P.O. Box 608, 104 E. Main Street
Bowling Green, FL 33834-0608
(863) 375-2255 / (863) 375-3362 Fax

COMMISSIONERS
N'Kosi Jones, Mayor
Sam Fite, Vice Mayor
David Durastanti
Cliff Lunn
Francisco Arreola

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Bowling Green, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

Financial Highlights

- The assets of the City exceeded its deferred inflows of resources and liabilities at the close of the most recent fiscal year by $16,191,572 (net position). Of this amount, $2,431,798 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The government's total net position increased by $892,255.
- As of the close of the current fiscal year, the City's general fund reported ending fund balance of $1,076,236, a decrease of $469,564. Of this total amount, $1,076,109 is available for spending at the City's discretion (unassigned fund balance).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred inflows of resources and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported in a manner similar to the approach used by private-sector businesses in that revenues are recognized when earned or established criteria are satisfied and expenses reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the year, and expenses are reported even though they may not have used cash during the current fiscal year.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, physical environment, and culture and recreation, as well as the Community Redevelopment Agency. The business-type activities of the City include the water, sewer, and sanitation departments.

The government-wide financial statements can be found on pages 10 and 11 of this report.

Fund financial statements: Funds are a group of self-balancing accounts. Funds are used to account for specific activities or objectives of the City, rather than reporting on the City as a whole. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City utilizes a general fund and special revenue fund. In fiscal year 2016, the City established the City of Bowling Green Community Redevelopment Agency (CRA) – a special revenue fund – which began operations in fiscal year 2017 and is also reported as a governmental fund. The General Fund is considered by the City to be a major fund and the Special Revenue Fund is considered a non-major fund.

The City adopts an annual appropriated budget for both its general fund and special revenue fund. A budgetary comparison statement has been provided for both funds to demonstrate compliance with their respective budgets.

The basic governmental fund financial statements can be found on pages 12 through 15 of this report.

Proprietary funds: The City utilizes one type of proprietary fund, the enterprise fund. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its water, sewer, and sanitation departments.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, and sanitation departments. These activities are all accounted for in one fund, which is classified as a major fund.

The basic proprietary fund financial statements can be found on pages 16 through 18 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 19 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's general fund budgetary comparison. Required supplementary information can be found on page 37 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Bowling Green, assets exceeded deferred inflows and liabilities by $16,191,572 at the close of the most recent fiscal year. The following table presents a condensed statement of net position as of September 30, 2024 with comparative totals as of September 30, 2023:

Net Position at September 30, 2024 and 2023

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Current and other assets	$ 2,524,437	$ 2,793,810	$ 1,844,557	$ 1,637,701	$ 4,368,994	$ 4,431,511
Capital assets	2,758,425	1,613,398	13,735,887	14,035,641	16,494,312	15,649,039
Total assets	5,282,862	4,407,208	15,580,444	15,673,342	20,863,306	20,080,550
Long-term liabilities outstanding	143,231	180,578	3,104,467	3,313,569	3,247,698	3,494,147
Other liabilities	182,688	53,092	519,798	468,841	702,486	521,933
Total liabilities	325,919	233,670	3,624,265	3,782,410	3,950,184	4,016,080
Deferred inflows	721,550	765,153	-0-	-0-	721,550	765,153
Net position:						
Net investment in capital assets	2,747,766	1,602,252	10,631,420	10,722,072	13,379,186	12,324,324
Restricted	13,654	216,967	366,934	292,535	380,588	509,502
Unrestricted	1,473,973	1,589,166	957,825	876,325	2,431,798	2,465,491
Total net position	$ 4,235,393	$ 3,408,385	$11,956,179	$11,890,932	$16,191,572	$15,299,317

The majority of the City's net position, $13,379,186, (or 83%) reflects its net investment in capital assets (e.g., land, buildings, machinery, and equipment, less any related debt used to acquire those assets that are still outstanding). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position, $380,588, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position in the amount of $2,431,798 may be used to meet the City's ongoing obligations to citizens and creditors.

The following table presents a condensed statement of activities, which details the changes in net position for the year ended September 30, 2024 with comparative totals for the year ended September 30, 2023.

Changes in Net Position
For the Years Ended September 30, 2024 and 2023

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	$ 127,961	$ 119,365	$ 1,840,016	$ 1,644,040	$ 1,967,977	$ 1,763,405
Operating grants and contributions	4,406	34,970	-0-	13,794	4,406	48,764
Capital grants and contributions	877,899	217,839	581,841	773,302	1,459,740	991,141
General revenues:						
Property taxes	511,288	429,642	-0-	-0-	511,288	429,642
Other taxes	893,622	847,644	-0-	-0-	893,622	847,644
Transfers	-0-	676	-0-	(676)	-0-	-0-
Other	232,635	233,101	62,040	90,576	294,675	323,677
Total Revenues	2,647,811	1,883,237	2,483,897	2,521,036	5,131,708	4,404,273
Expenses:						
General government	496,642	435,555	-0-	-0-	496,642	435,555
Public safety	838,395	685,985	-0-	-0-	838,395	685,985
Culture and recreation	182,465	326,628	-0-	-0-	182,465	326,628
Physical environment	302,600	329,825	-0-	-0-	302,600	329,825
Interest on long-term debt	701	1,017	24,288	90,877	24,989	91,894
Water	-0-	-0-	727,735	936,988	727,735	936,988
Sewer	-0-	-0-	1,327,291	1,038,064	1,327,291	1,038,064
Sanitation	-0-	-0-	339,336	361,504	339,336	361,504
Total Expenses	1,820,803	1,779,010	2,418,650	2,427,433	4,239,453	4,206,443
Change in Net Position	827,008	104,227	65,247	93,603	892,255	197,830
Net position, Beginning of Year	3,408,385	3,304,158	11,890,932	11,797,329	15,299,317	15,101,487
Net position, End of Year	$ 4,235,393	$ 3,408,385	$11,956,179	$11,890,932	$16,191,572	$15,299,317

Governmental activities: Governmental activities increased the City's net position by $827,008. Revenues increased over the prior year by $764,574. The increase was largely due to increases in property taxes and grants. Expenses increased by $41,793 due largely to increases in payroll and related expenses.

Business-type activities: Business-type activities increased the City's net position by $65,247. Key elements of the difference between the current year and prior year are:

- Charges for services increased by $195,976 due to increased rates.
- Grant revenues and capital contributions decreased $191,461 over the prior year.
- Expenses were overall consistent with the prior year, decreasing by $8,783.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, spendable unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's general fund reported an ending fund balance of $1,076,236, a decrease of $469,564. $1,076,109 of this total amount is unassigned fund balance, which is available for future spending at the government's discretion. The remainder of fund balance is restricted for the police department.

Activity during the current fiscal year included the following key components:

- Total general fund revenues increased over prior year by $451,617. The increase was primarily due to grant revenues of $348,611 and taxes of $66,605.

- The general fund expenditures increased over prior year by $859,655. The increase was primarily due to capital outlay expenditures which included the purchase of four vehicles.

The CRA fund – a special revenue fund had $138,527 of ending fund balance all of which was restricted. The CRA fund balance decreased by $78,313 in the current year due to providing residential and commercial grants in the redevelopment area.

Proprietary funds. The City's proprietary funds provide the same type of information found in the business-type activities in the government-wide financial statements, but in more detail. The following are the noteworthy changes from the prior year:

- Operating revenues increased over the prior year by $202,312.

- Operating expenses increased $57,806 which was largely due to increased payroll and contract operator expenses.

General Fund Budgetary Highlights

Original and final budgeted revenues were $2,434,077, and original and final budgeted expenditures were $2,473,823. Actual revenues were less than budgeted by $159,074 due mainly to less grants than anticipated. Actual expenditures were greater than budget by $270,744 due mainly to public safety capital outlay.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of September 30, 2024, amounts to $16,494,312 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, sewer line improvements, water system improvements, machinery and equipment, and construction in progress.

The following is a summary of the City's capital assets at September 30, 2024 with comparative totals at September 30, 2023:

Capital Assets (Net of Depreciation)

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Land	$ 510,393	$ 510,393	$ 31,894	$ 31,894	$ 542,287	$ 542,287
Construction in progress	840,183	91,689	746,843	330,938	1,587,026	422,627
Infrastructure	829,354	646,648	-0-	-0-	829,354	646,648
Building and improvements	220,385	245,334	12,237,631	12,949,560	12,458,016	13,194,894
Machinery and equipment	358,110	119,334	719,519	723,249	1,077,629	842,583
	$ 2,758,425	$ 1,613,398	$13,735,887	$14,035,641	$ 16,494,312	$15,649,039

Additional information on the City's capital assets can be found in note 2 of this report.

Long-Term Liabilities. At the end of the current fiscal year, the City had total long-term liabilities outstanding of $3,247,698. The City's long-term liabilities represents bonds and revenue notes secured solely by specified revenue sources, as well as notes payable and lease liability.

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Revenue bonds	$ -0-	$ -0-	$ 402,000	$ 444,675	$ 402,000	$ 444,675
Lease liability	138,204	170,862	-0-	-0-	138,204	170,862
Notes payable	5,027	9,716	2,702,467	2,868,894	2,707,494	2,878,610
	$ 143,231	$ 180,578	$ 3,104,467	$ 3,313,569	$ 3,247,698	$ 3,494,147

Additional information on the City's long-term debt can be found in note 2 of this report.

Economic Factors and Next Year's Budgets and Rates

The City of Bowling Green anticipates no increases in property taxes.

The City's fiscal year 2025 general fund budget included $2,383,184 for revenues and expenditures, and the CRA budget included $205,378 for revenues and expenditures. The City's fiscal year 2024 enterprise fund budget includes $16,850,006 for revenues and expenses, which includes grant reimbursements and related capital expenses.

Requests for Information

This financial report is designed to provide a general overview of the City of Bowling Green, Florida finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bowling Green, 104 East Main Street, Bowling Green, Florida 33834.

Dawn Page, City Manager
Bonnie Carrillo, City Clerk

Gerald Buhr, City Attorney
John Scheel, Police Chief

CITY OF

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33834

BOWLING GREEN

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MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Bowling Green, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2025. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

Financial Highlights

- The assets of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $16,764,407 (net position). Of this amount, $2,341,428 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The government's total net position increased by $578,942.
- As of the close of the current fiscal year, the City's general fund reported ending fund balance of $1,649,614, an increase of $573,378. Of this total amount, $1,649,487 is available for spending at the City's discretion (unassigned fund balance).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred inflows of resources and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

COMMISSIONERS: Sam Fite, Mayor, N'Kosi Jones, Vice Mayor, David Durastanti, Francisco Arreola

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported in a manner similar to the approach used by private-sector businesses in that revenues are recognized when earned or established criteria are satisfied and expenses reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the year, and expenses are reported even though they may not have used cash during the current fiscal year.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

The governmental activities of the City include general government, public safety, physical environment, and culture and recreation, as well as the Community Redevelopment Agency. The business-type activities of the City include the water, sewer, and sanitation departments.

The government-wide financial statements can be found on pages 10 and 11 of this report.

Fund financial statements: Funds are a group of self-balancing accounts. Funds are used to account for specific activities or objectives of the City, rather than reporting on the City as a whole. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City utilizes a general fund, which is used for the City's general operations. In fiscal year 2016, the City established the City of Bowling Green Community Redevelopment Agency (CRA) - a special revenue fund - which began operations in fiscal year 2017 and is also reported as a governmental fund. Both funds are considered by the City to be major funds.

The City adopts an annual appropriated budget for both its general fund and special revenue fund. A budgetary comparison statement has been provided for both funds to demonstrate compliance with their respective budgets.

The basic governmental fund financial statements can be found on pages 12 through 15 of this report.

Proprietary fund: The City utilizes one type of proprietary fund, the enterprise fund. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses the enterprise fund to account for its water, sewer, and sanitation departments. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, and sanitation departments. These activities are all accounted for in one fund, which is classified as a major fund.

The basic proprietary fund financial statements can be found on pages 16 through 18 of this report.

Fiduciary fund: Fiduciary funds are used to account for resources held for the benefit of parties outside the government and follow the accrual method of accounting. The fiduciary fund consists of a pension trust fund used to account for the Retirement Plan and Trust for the Police Officers' of the City of Bowling Green. The fiduciary fund is not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs.

The basic fiduciary fund financial statements can be found on pages 19 to 20 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 21 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Bowling Green, assets exceeded deferred inflows and liabilities by $16,764,407 at the close of the most recent fiscal year. The following table presents a condensed statement of net position as of September 30, 2025 with comparative totals as of September 30, 2024:

Net Position at September 30, 2025 and 2024

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 2,616,894	$ 2,524,437	$ 1,613,452	$ 1,844,557	$ 4,230,346	$ 4,368,994
Capital assets	3,357,682	2,758,425	13,967,169	13,735,887	17,324,851	16,494,312
Total assets	**5,974,576**	**5,282,862**	**15,580,621**	**15,580,444**	**21,555,197**	**20,863,306**
Long-term liabilities outstanding	686,288	143,231	2,906,539	3,104,467	3,592,827	3,247,698
Other liabilities	18,920	182,688	499,413	519,798	518,333	702,486
Total liabilities	**705,208**	**325,919**	**3,405,952**	**3,624,265**	**4,111,160**	**3,950,184**
Deferred inflows	679,630	721,550	-	-	679,630	721,550
Net Position:						
Net investment in capital assets	2,839,989	2,747,766	11,062,591	10,631,420	13,902,580	13,379,186
Restricted	98,095	13,654	422,304	366,934	520,399	380,588
Unrestricted	1,651,654	1,473,973	689,774	957,825	2,341,428	2,431,798
Total Net Position	**$ 4,589,738**	**$ 4,235,393**	**$ 12,174,669**	**$ 11,956,179**	**$ 16,764,407**	**$ 16,191,572**

The majority of the City's net position, $13,902,580, (or 83%) reflects its net investment in capital assets (e.g., land, buildings, machinery, and equipment, less any related debt used to acquire those assets that are still outstanding). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position, $520,399, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position in the amount of $2,341,428 may be used to meet the City's ongoing obligations to citizens and creditors.

The table on the following page presents a condensed statement of activities, which details the changes in net position for the year ended September 30, 2025 with comparative totals for the year ended September 30, 2024.

Changes in Net Position
For the Years Ended September 30, 2025 and 2024

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 170,380	$ 127,961	$ 2,002,675	$ 1,840,016	$ 2,173,055	$ 1,967,977
Operating grants and contributions	92,491	4,406	-	-	92,491	4,406
Capital grants and contributions	96,056	877,899	1,114,005	581,841	1,210,061	1,459,740
General revenues:						
Property taxes	594,948	511,288	-	-	594,948	511,288
Other taxes	906,010	893,622	-	-	906,010	893,622
Other	206,133	232,635	77,662	62,040	283,795	294,675
Total Revenues	2,066,018	2,647,811	3,194,342	2,483,897	5,260,360	5,131,708
Expenses:						
General government	498,562	496,642	-	-	498,562	496,642
Public safety	995,959	838,395	-	-	995,959	838,395
Culture and recreation	184,623	182,465	-	-	184,623	182,465
Physical environment	329,497	302,600	-	-	329,497	302,600
Interest on long-term debt	24,749	701	21,044	24,288	45,793	24,989
Water	-	-	775,533	727,735	775,533	727,735
Sewer	-	-	1,426,595	1,327,291	1,426,595	1,327,291
Sanitation	-	-	424,856	339,336	424,856	339,336
Total expenses	2,033,390	1,820,803	2,648,028	2,418,650	4,681,418	4,239,453
Transfers	327,639	-	(327,639)	-	-	-
Change in Net Position	360,267	827,008	218,675	65,247	578,942	892,255
Net Position, Beginning of year	4,235,393	3,408,385	11,956,179	11,890,932	16,191,572	15,299,317
Change in accounting principle	(5,922)	-	(185)	-	(6,107)	-
Net Position, End of Year	$ 4,589,738	$ 4,235,393	$ 12,174,669	$ 11,956,179	$ 16,764,407	$ 16,191,572

Governmental activities: Governmental activities increased the City's net position by $360,267. Revenues decreased over the prior year by $581,793 due to a reduction of capital grant and contributions. Expenses increased by $212,587 due largely to increases in payroll and related expenses.

Business-type activities: Business-type activities increased the City's net position by $218,675. Revenues increased over the prior year by $710,445 due to increases in charges for services, and capital grants and contributions. Expenses increased by $229,378 due largely to increases in payroll and related expenses.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, spendable unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's general fund reported an ending fund balance of $1,649,614, an increase of $573,378. $1,649,487 of this total amount is unassigned fund balance, which is available for future spending at the government's discretion. The remainder of fund balance is restricted for the police department.

General fund revenues decreased over prior year by $245,077 due to a reduction of grant revenues of $318,003, offset by an increase in taxes of $90,670. Expenditures decreased $950,275 over the prior year largely due to capital outlay expenditures.

The CRA fund – a special revenue fund had $97,968 of ending fund balance all of which was restricted. The CRA fund balance decreased by $40,559 in the current year due to a reduction in providing residential and commercial grants in the redevelopment area.

Proprietary fund. The City's proprietary funds provide the same type of information found in the business-type activities in the government-wide financial statements, but in more detail. The following are the noteworthy changes from the prior year:

- Operating revenues increased over the prior year by $171,769.
- Operating expenses increased $232,622 which was largely due to increased payroll and contract operator expenses.

Fiduciary fund. The City established the Retirement Plan and Trust for the Police Officers' of the City of Bowling Green effective October 1, 2024. During the year, the fund had total additions of $84,241 and expenses of $5,873. At September 30, 2025, the fund had $78,368 of net position restricted for pension benefits.

General Fund Budgetary Highlights

Original and final budgeted revenues were $2,157,562 and $2,155,971, respectively. Original and final budgeted expenditures were $2,420,891 and $2,411,887, respectively. Actual revenues were less than budgeted by $126,045 due mainly to less grants than anticipated. Actual expenditures were also less than budget by $617,585 due mainly to less grant expenditures than anticipated.

Special Revenue Fund Budgetary Highlights

Original and final budgeted revenues were $216,596, and original and final budgeted expenditures were $216,596. Actual revenues were greater than budgeted by $5,522. Actual expenditures were less than budget by $78,919 due mainly to general operating expenditures.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of September 30, 2025, amounts to $17,324,851 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, sewer line improvements, water system improvements, machinery and equipment, and construction in progress.

The following is a summary of the City's capital assets at September 30, 2025, with comparative totals at September 30, 2024:

Capital Assets (Net of Depreciation)

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Land	$ 652,024	$ 510,393	$ 31,894	$ 31,894	$ 683,918	$ 542,287
Construction in progress	903,898	840,183	1,809,857	746,843	2,713,755	1,587,026
Infrastructure	803,452	829,354	-	-	803,452	829,354
Building and improvements	674,763	220,385	11,464,183	12,237,631	12,138,946	12,458,016
Machinery and equipment	323,545	358,110	661,235	719,519	984,780	1,077,629
	$ 3,357,682	$ 2,758,425	$ 13,967,169	$ 13,735,887	$ 17,324,851	$ 16,494,312

Significant activity in the current year included the purchase of property in the CRA fund in the amount of $675,000.

Additional information on the City's capital assets can be found in note 2 of this report.

Long-Term Liabilities. At the end of the current fiscal year, the City had total long-term liabilities (including compensated absences, net pension liability, and lease liability) outstanding of $3,592,827. The City's long-term liabilities represents bonds and revenue notes secured solely by specified revenue sources, as well as notes payable and lease liability, and the net pension liability related to the Police Officers' Pension Plan.

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Notes payable	$ 510,217	$ 5,027	$ 2,532,578	$ 2,702,467	$ 3,042,795	$ 2,707,494
Revenue bonds	-	-	372,000	402,000	372,000	402,000
Compensated absences	22,146	5,922	1,961	185	24,107	6,107
Net pension liability	50,737	-	-	-	50,737	-
Lease liability	103,188	138,204	-	-	103,188	138,204
	686,288	149,153	2,906,539	3,104,652	3,592,827	3,253,805

Significant debt activity in the current year included a note payable in the amount of $550,000 for the purchase of property in the CRA fund. All other debt related activity was related to the paydown of existing debt.

Additional information on the City's long-term debt can be found in note 2 of this report.

Economic Factors and Next Year's Budgets and Rates

The City of Bowling Green anticipates no increases in property taxes.

The City's fiscal year 2026 general fund budget included $2,057,430 for revenues and expenditures, and the CRA budget included $173,295 for revenues and expenditures. The City's fiscal year 2026 enterprise fund budget includes $2,044,237 for revenues and expenses.

Requests for Information

This financial report is designed to provide a general overview of the City of Bowling Green, Florida finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bowling Green, 104 East Main Street, Bowling Green, Florida 33834.

Hardee County
FLORIDA

FIRE RESCUE

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To Whom It May Concern,

On behalf of Hardee County Fire Rescue, I am pleased to support the City of Bowling Green's grant application to improve Pyatt Park, including the addition of an outdoor Fitness Court.

Pyatt Park's location next to the Bowling Green Fire Station makes this project especially valuable for the health and wellness of firefighters. Firefighters work in physically demanding conditions that require strength, endurance, mobility, and overall readiness to respond safely. A dedicated outdoor Fitness Court would provide a convenient way for personnel to maintain and improve fitness while serving the community.

The fire service places growing emphasis on firefighter health, wellness, and injury prevention. Regular exercise and functional fitness training help reduce job-related injuries, improve long-term health, and build the physical and mental resilience required for emergency response. Easy access to fitness facilities next to the fire station can encourage consistent training and support healthier lifestyles for our personnel.

In addition to benefiting firefighters, the proposed Fitness Court would provide an accessible wellness resource for residents of all ages and fitness levels. The project promotes active living, preventive health, and community engagement by creating opportunities for safe outdoor exercise and recreation.

As first responders, we recognize the value of community spaces that support health, wellness, and quality of life. The proposed improvements to Pyatt Park will strengthen an already important public space and benefit both residents and the first responders who serve Bowling Green.

Hardee County Fire Rescue fully supports the City of Bowling Green's efforts to expand recreation, promote wellness, and invest in infrastructure that benefits residents and public safety personnel alike. We respectfully encourage favorable consideration of this grant application.

Sincerely,

Casey Dasher
Public Safety Director/Fire Chief

TEAM HARDEE

May 28, 2026

HARDEE COUNTY CHAMBER OF COMMERCE

To Whom It May Concern,

On behalf of the Hardee County Chamber of Commerce, I am pleased to provide this letter of support for the proposed additional lighting improvements to the pickleball courts at Pyatt Park as part of the EDA grant application.

Over the past several years, pickleball has experienced tremendous growth within Hardee County and across the country. Through our partnership with local tournaments and community events, we have seen firsthand the increasing participation, enthusiasm, and community engagement surrounding the sport. The existing courts at Pyatt Park have become an important recreational asset for residents of all ages and skill levels.

Additional lighting for the courts would significantly enhance accessibility, safety, and usability of the facility by allowing for expanded evening play, tournaments, and community activities. These improvements would not only support recreation and wellness opportunities for local residents, but also strengthen community connections and contribute positively to quality of life within Hardee County.

The Hardee County Chamber of Commerce strongly supports continued investment in recreational amenities that encourage healthy lifestyles, community engagement, and economic activity. We believe these improvements to Pyatt Park would be a valuable addition to our community and an important step in meeting the growing demand for pickleball and outdoor recreation opportunities.

Thank you for your consideration and support of this project.

Sincerely,

Kaylee Webb
Executive Director
Hardee County Chamber of Commerce

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5/29/26 @ 8:38 Initials B
Date application deemed complete: _____ Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: City of Wauchula
Mailing Address: 126 South 7th Avenue
Wauchula, FL 33873

Phone Number: (863)773-3131
Fax Number: (863)773-0773
FEID Number: 59-6000446

b) Contact Person: John M. Eason
Title: Deputy City Manager
Mailing Address: 126 South 7th Avenue
Wauchula, FL 33873

Phone Number: (863)773-3131
Fax Number: (863)773-0773
Email Address: jeason@cityofwauchula.com

c) Name of the Proposed Project: COW Pavement Mgt Plan & Electric Dist System Master Plan

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab A

b) Total estimated cost of the project: $322,600.00

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab B

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab N/A

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab C

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: N/A
Physical Address: _____

Phone Number: _____
Fax Number: _____

b) Contact Person: N/A
Title: _____
Mailing Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: N/A
SIC and/or NAICS Code: _____

Type of Facility:
☐ New
☐ Existing
☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: N/A

f) New Capital Investment Generated: N/A

g) Briefly describe the Facility (New or Existing) or the Expansion: N/A

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab N/A

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: N/A
Name of Agency: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: N/A
Title: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab N/A

d) Status of the application: N/A
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab N/A

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab N/A

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒ Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒ Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒ No

If yes, Related documentation attached. See Tab N/A

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab D

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab E

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab F

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab G

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab H

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab I

g) Please provide projected operating budget for a minimum of three years. See Tab J

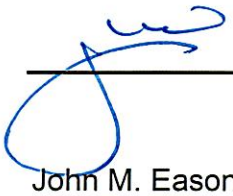
VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab K

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:



(Signature)

John M. Eason, Deputy City Manager
(Print or Type Name & Title)

City of Wauchula
(Company)

(863)773-3131 ext. 226
(Phone Number)

(863)773-0773
(Fax Number)

05/29/2026
(Date)

jeason@cityofwauchula.com
(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Olivia Minshew
(Signature of Authorized Officer)

Olivia Minshew
(Print or Type Name of Authorized Officer)

City Manager
(Print or Type Title of Authorized Officer)

City of Wauchula
(Company)

(863)773-3131 ext. 232
(Phone Number)

(863)773-0773
(Fax Number)

05/29/2026
(Date)

ominshew@cityofwauchula.com
(E-mail Address

CITY OF WAUCHULA EDA INFRASTRUCTURE GRANT APPLICATION

TABS A THROUGH K

TAB A: Project Description

- The City of Wauchula completed a comprehensive Pavement Evaluation Report in 2019 to assess the then current condition of its publicly maintained roadways and to guide future resurfacing, maintenance, and capital improvement decisions. Reliable roadway infrastructure is critical to supporting economic competitiveness, emergency response capabilities, future private-sector investment, and business retention throughout the City of Wauchula and surrounding area. The 2019 report examined approximately 57 lane-miles of roadway, divided the network into 82 branches and 305 roadway sections, and developed Pavement Condition Index values using ASTM D6433-18 methodology and PAVER pavement management software. The evaluation identified the City's roadway network was in "Fair" condition overall with an area-weighted PCI of 61. The 2019 Pavement Evaluation Report recommended the City complete an updated evaluation on a three- to five-year cycle to achieve the greatest benefit.

  The proposed project will include a comprehensive update of the City's pavement inventory and management database. The scope of work will include identification and confirmation of roadway assets; review and update of roadway branches and sections; field pavement condition inspections; development of updated PCI values; identification of pavement distresses; and preparation of a summary report with project recommendations, planning-level cost estimates; and prioritization strategies. The pavement survey and inventory will be conducted using the Pavement Condition Index (PCI) inspection procedures identified in the current ASTM D6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The 2019 plan noted that pavement management data provides the basis for determining what work is needed, where it is needed, and in what order it should be performed.

  This updated plan is necessary to support long-term infrastructure planning, capital improvement programming, grant readiness, and responsible use of local, state, and federal funds. The plan will also provide the engineering-based documentation and prioritization methodology necessary to support future infrastructure grant applications and capital investment decisions. Accurate pavement data will allow the city to track historical conditions, evaluate the overall effectiveness of completed resurfacing projects, forecast future pavement needs, and prioritize improvements based on condition, public safety, economic impact, utility coordination, drainage needs, and available funding. The program will also assist the City in identifying sections where preventive maintenance can extend pavement life before more costly reconstruction is required. The 2019

evaluation identified 148 of the City's 305 roadway sections, or 48.5%, may have needed major maintenance and rehabilitation work at that time which underscored the importance of maintaining updated roadway condition data.

The updated Pavement Management Plan will also play a critical role in supporting economic development throughout the City of Wauchula. The updated Pavement Management Plan will also play a critical role in supporting economic development throughout the City of Wauchula. Reliable and well-maintained infrastructure is essential to attracting and retaining businesses, supporting industrial and commercial growth, improving freight mobility, and ensuring efficient access to employment, healthcare facilities, schools, and commercial corridors. Deteriorated pavement conditions can increase vehicle operating costs, create transportation inefficiencies, discourage private investment, and negatively affect perceptions of the community's infrastructure readiness. By developing updated roadway condition data and prioritized improvement strategies, the City will be better positioned to align transportation investments with redevelopment initiatives, utility improvements, and future economic growth opportunities.

The City's electric utility currently operates with a single substation and distribution system that must reliably support existing customers while accommodating future growth. As economic development activity continues to increase within the City and surrounding region, including industrial, commercial, aviation-related, and residential growth, the City must ensure its electric infrastructure is capable of supporting both existing demand and future expansion opportunities. At present, the City does not have a comprehensive electric system master plan to guide infrastructure investment, identify capacity constraints, or support economic development efforts.

This Electric System Master Plan component of this project will develop a report that evaluates current system capacity, model future load growth, and identifies prioritized capital improvements necessary to support commercial and industrial expansion, particularly along key corridors, industrial areas, redevelopment districts, and near the Wauchula Municipal Airport, where infrastructure readiness is essential to support future aviation-related and industrial economic development opportunities.

To ensure the Electric System Master Plan is accurate and defensible, the project will include targeted data validation and GIS enhancement focused on critical infrastructure components. This effort is essential to develop a reliable engineering model and avoid misallocation of future infrastructure investments. Improved GIS mapping and infrastructure data will also enhance operational efficiency, emergency response coordination, asset management capabilities, and long-term utility planning efforts. The report will include a data-driven capital improvement strategy that strengthens system reliability, supports economic development recruitment, and positions the City to respond quickly and confidently to new service demands.

Both planning components of this project will support long-term infrastructure resiliency by allowing the City to proactively identify deficiencies, prioritize investments, and improve the reliability and sustainability of critical public infrastructure systems. The studies will provide actionable implementation strategies that help reduce long-term maintenance costs, improve service reliability, and support the City's ability to respond to future growth, severe weather events, and changing infrastructure demands.

Upon completion, the Pavement Management Plan and Electric Distribution System Master Plan components of this project will provide the City of Wauchula with current, defensible, engineering-based infrastructure planning tools necessary to guide future capital investments and support long-term economic growth. These planning efforts will strengthen the City's ability to prioritize infrastructure improvements, pursue future state and federal funding opportunities, support business recruitment and expansion, improve infrastructure resiliency, and ensure that transportation and utility investments are strategically aligned with community development objectives. Collectively, the project will help position the City of Wauchula to better support existing residents and businesses while preparing for future economic development opportunities throughout the region.

Tab B: Total Estimated Project Cost

Task	Description	Timeline	Lump Sum Fee
	Pavement Management Plan Study		
Task 1	- Project Initiation & Kickoff Meeting	1 – 2 weeks	$6,500
Task 2	- Existing Data Collection & Review	2 – 3 weeks	$10,000
Task 3	- GIS Mapping & Roadway Inventory Update	3 – 5 weeks	$15,000
Task 4	- Network Definition (Branches, Sections, Sample Units)	2 – 4 weeks	$15,000
Task 5	- Field Pavement Condition Surveys (PCI Inspections)	4 – 8 weeks	$50,000
Task 6	- ASTM D6433 Distress Identification & Documentation	Included with field work	Included
Task 7	- PAVER Database Development / Update	2 – 4 weeks	$14,000
Task 8	- PCI Calculations & Condition Analysis	2 – 3 weeks	$10,000
Task 9	- Maintenance & Rehabilitation Prioritization Modeling	2 – 4 weeks	$12,000
Task 10	- Planning-Level Cost Estimates	1 – 2 weeks	$6,000
Task 11	- Capital Improvement Program (CIP) Recommendations	2 – 3 weeks	$10,000
Task 12	- Draft Report Preparation	2 – 4 weeks	$12,000

Task 13	- Staff Review / Stakeholder Meetings	1 – 2 weeks	$5,000
Task 14	- Final Report & Deliverables	1 – 2 weeks	$6,500
Total		**25 – 46 weeks**	**$172,000.00**
Task	**Description**	**Timeline**	**Lump Sum Fee**
	Electric Distribution System Master Plan		
Tase 1	- Planning Study	3 – 4 weeks	$45,500
Task 2	- GIS / Model Development & Data Processing	6 – 8 weeks	$27,900
Task 3	- Field Data Collection & Verification	6 – 8 weeks	$77,200
Total		**15 – 20 weeks**	**$150,600.00**
	Overall Total for both Studies / Projects		**$322,600.00**

Tab C: Ownership of infrastructure when complete

- The City of Wauchula will maintain ownership of the infrastructure upon completion of the project.

Tab D: Please include whatever information you think will be helpful to establish your organization's capacity to complete the project AND meet the administrative requirements of the grant.

- The City of Wauchula has the appropriate administrative staff to monitor the progress of and complete the reporting requirements for the grant. The City of Wauchula also maintains cash reserves that can be leveraged while reimbursement requests are being processed.

Tab E: Please include whatever information that will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.

- The City of Wauchula is seeking funding assistance to complete two critical infrastructure planning initiatives: an updated Pavement Management Plan and a comprehensive Electric Distribution System Master Plan. Together, these projects will provide the City with current, engineering-based infrastructure planning tools necessary to support long-term economic growth, infrastructure resiliency, capital improvement planning, and future grant readiness.

The City of Wauchula serves as an important economic and governmental center within Hardee County and the surrounding region. Continued economic growth with the community and surrounding area has increased the need for reliable transportation and utility infrastructure capable of supporting existing residents and businesses while preparing for future commercial, industrial, aviation-related, and residential development opportunities. As a rural community, the City recognized the importance of proactively planning for infrastructure investment in a manner that maximizes limited local resources while positioning the community for long-term economic competitiveness.

The Pavement Management Plan component of the project will update the City's 2019 Pavement Evaluation Report and association pavement management database. The original study evaluated approximately 57 lane-miles of roadway and determined that the City's roadway network was overall in "Fair" condition with an area-weighted Pavement Condition Index (PCI) of 61. The updated study will reassess roadway conditions, update pavement inventory data, identify deteriorating roadway segments, prioritize maintenance and rehabilitation activities, and develop planning-level cost estimates to support future capital improvement planning efforts.

Reliable roadway infrastructure is essential to economic development, freight movement, emergency response, and overall community mobility. The updated pavement management program will allow the City to strategically prioritize transportation investments, extend pavement life through preventive maintenance strategies, reduce long-term infrastructure costs, and better coordinate roadway improvements with utility, drainage, and redevelopment projects. The project will also strengthen the City's ability to pursue future transportation and infrastructure grant opportunities through the development of current, defensible engineering data and prioritization methodologies.

The Electric Distribution System Master Plan component of the project will evaluate the City's existing electric utility infrastructure and develop a long-term strategy for system improvements necessary to support future growth and maintain reliable electric service. The City currently operates with a single substation and electric distribution network that must accommodate both existing system demands and future commercial and industrial expansion opportunities.

This study will include an assessment of current system capacity, targeted GIS validation and mapping improvements, engineering modeling of future load growth, identification of system constraints, and development of prioritized capital improvement recommendations. Particular emphasis will be placed on evaluating infrastructure readiness along key commercial corridors, industrial areas, redevelopment districts, and

near the Wauchula Municipal Airport where future economic development opportunities may occur.

The anticipated impact of this project extends well beyond the completion of the individual studies. Collectively, these planning efforts will provide the City with actionable implementation strategies that improve infrastructure reliability, support business recruitment and retention, enhance public safety, strengthen resiliency to future growth and severe weather impacts, and improve overall quality of life for residents and businesses. The project will also help position the City to compete more effectively for future local, state, and federal infrastructure funding opportunities by providing current engineering analyses, capital prioritization frameworks, and documented infrastructure needs.

Additionally, the proposed project supports broader economic development objectives by improving infrastructure readiness for private investment and reducing uncertainty associated with future infrastructure capacity and maintenance needs. Modern infrastructure planning is essential to supporting industrial recruitment, workforce accessibility, freight mobility, utility reliability, and long-term economic sustainability. By proactively identifying infrastructure deficiencies and prioritizing improvements before critical failures occur, the City will be better prepared to support sustainable economic growth while responsibly managing public resources.

The City anticipates that completion of these studies will directly support future capital improvement implementation projects involving roadway resurfacing and reconstruction, electric utility upgrades, resiliency improvements, utility coordination projects, and infrastructure expansion efforts necessary to accommodate future economic growth throughout the region.

Tab F: Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.

- The City of Wauchula proposes to utilize grant funding for the reimbursement of eligible professional planning, engineering, GIS, data collection, analysis, and reporting services associated with the completion of the Pavement Management Plan and Electric Distribution System Master Plan components of the project.

  Eligible reimbursable activities anticipated under the grant funding include, but are not limited to:

- Project management and coordination associated with the infrastructure planning studies
- Existing data collection, inventory development, and engineering review
- GIS mapping updates and validation efforts
- Pavement condition inspections and Pavement Condition Index (PCI) evaluations
- Development and update of the pavement management database
- Engineering analysis and modeling associated with the electric distribution system
- Load growth analysis and infrastructure capacity evaluations
- Identification and prioritization of capital improvement recommendations
- Development of planning-level cost estimates
- Preparation of draft and final reports and supporting documentation
- Stakeholder coordination and technical meetings associated with project development

The City understands grant funding is on a reimbursable basis following the completion and invoicing of eligible project activities in accordance with grant requirements and procurement standards. The City will provide overall project oversight, coordination with consultants, staff support, access to existing infrastructure data, and administrative management necessary for successful project implementation.

Tab G: Please provide evidence of the public use or other public good resulting from this project

- The proposed project will provide substantial public benefit through the development of critical infrastructure planning tools necessary to support safe, reliable, and sustainable public infrastructure systems throughout the City of Wauchula. The project directly benefits residents, businesses, visitors, emergency service providers, and future economic development opportunities by improving the City's ability to strategically plan, prioritize, and manage transportation and electric utility infrastructure investments.

  The Pavement Management Plan component of the project will provide a comprehensive, engineering-based assessment of the City's roadway network and establish a data-driven framework for future roadway maintenance, rehabilitation, and reconstruction decisions. Public roadways are essential community assets that support daily transportation needs, emergency response, school access, healthcare access, freight movement, and commercial activity. Maintaining roadway infrastructure in good condition improves public safety, enhances mobility, reduces vehicle operating costs for residents and businesses, and improves overall quality of life.

The updated pavement management program will allow the City to proactively identify deteriorating roadway segments before conditions worsen to the point of costly reconstruction. This proactive asset management approach helps maximize the useful life of public infrastructure while ensuring more efficient use of taxpayer resources. The study will also improve the City's ability to coordinate roadway improvements with drainage, utility, and redevelopment projects to minimize future disruptions and improve overall infrastructure efficiency.

The Electric Distribution System Master Plan component of the project will similarly provide significant public benefit by improving the City's understanding of existing electric system capacity, infrastructure limitations, and future service needs. Reliable electric infrastructure is critical to supporting homes, businesses, healthcare facilities, schools, public safety operations, and economic development activities throughout the community.

The project will help ensure that the City's electric utility system can continue providing safe and dependable service while preparing for future residential, commercial, industrial, and aviation-related growth opportunities. The resulting master plan will assist the City in identifying infrastructure upgrades necessary to improve system reliability, strengthen resiliency, reduce the risk of service disruptions, and support future development opportunities.

The project also serves an important public good by improving the City's long-term infrastructure resiliency and grant readiness. The engineering analyses, GIS enhancements, inventory updates, and capital improvement prioritization developed through these studies will better position the City to pursue future implementation funding for infrastructure improvements that benefit the broader public. These planning efforts will help ensure that future public investments are prioritized based on documented infrastructure conditions, system needs, public safety considerations, and economic development opportunities.

Additionally, the project supports broader regional economic development objectives by helping ensure infrastructure readiness for future private investment and business expansion opportunities. Reliable transportation and utility infrastructure are essential components of economic competitiveness, workforce accessibility, freight mobility, and business recruitment efforts in rural communities. By proactively planning for future infrastructure needs, the City will be better prepared to support sustainable economic growth while protecting public resources and improving service reliability for existing residents and businesses.

Overall, the proposed project represents a long-term investment in the public infrastructure systems that support the health, safety, welfare, and economic vitality of the City of Wauchula and the surrounding region.

Tab H: Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phase of construction and initiation or operation; or other appropriate benchmarks for the project.

- The City of Wauchula anticipates proceeding with the proposed project immediately upon grant award and execution of all required funding agreements. Because the proposed project consists primarily of infrastructure planning, engineering analysis, GIS validation, and master planning activities, the project is considered highly feasible and capable of being implemented within a relatively short timeframe following funding approval.

  No property acquisition, land acquisition, easement acquisition, or major permitting activities are anticipated for this project because the project scope is limited to planning, engineering evaluation, GIS mapping, infrastructure assessment, and development of infrastructure master planning documents. The project will primarily utilize existing publicly owned infrastructure data, roadway systems, and utility system information maintained by the City.

  The anticipated project schedule is as follows:

  • Grant Award and Funding Agreement Execution: Within approximately 30 to 60 days following award notification and completion of all required grant documentation.

  • Procurement of Professional Services: Within approximately 60 to 90 days following execution of the grant agreement, the City anticipates procuring qualified professional engineering and consulting services in accordance with all applicable federal, state, and local procurement requirements.

  • Project Kickoff and Data Collection: Within approximately 90 to 120 days following grant agreement execution, the selected consultant team will initiate project coordination meetings, collect and review existing infrastructure data, validate GIS information, and begin field assessments associated with both project components.

  • Pavement Management Plan Activities:
    - Roadway inventory review and network definition

- Pavement condition inspections and PCI evaluations
- Database updates and prioritization modeling
- Development of maintenance and rehabilitation recommendations
- Preparation of draft and final pavement management reports

These activities are anticipated to occur over approximately four to six months following project initiation.

• Electric Distribution System Master Plan Activities:
- Existing electric system data review and validation
- GIS enhancement and infrastructure mapping updates
- Engineering analysis and electric load modeling
- Identification of infrastructure constraints and future capacity needs
- Development of capital improvement recommendations
- Preparation of draft and final master planning reports

These activities are anticipated to occur concurrently with the pavement management efforts and are expected to require approximately four to six months for completion.

• Draft Report Review and Stakeholder Coordination: Upon completion of the technical evaluations, the City and project consultants will conduct review meetings to evaluate findings, prioritize recommendations, and finalize implementation strategies.

• Final Report Completion and Project Closeout: Final project reports and deliverables are anticipated to be completed within approximately nine to twelve months following grant agreement execution.

The City anticipates that the resulting planning documents will serve as the foundation for future implementation projects involving roadway resurfacing and reconstruction, electric utility upgrades, resiliency improvements, and infrastructure expansion efforts necessary to support future economic development opportunities. Upon completion of the studies, the City intends to utilize the engineering analyses and prioritization recommendations to pursue additional local, state, and federal funding opportunities for implementation of identified infrastructure improvements.

Overall, the City considers the proposed project highly feasible due to the limited permitting requirements, absence of property acquisition needs, availability of existing infrastructure data, and the City's experience managing infrastructure planning and grant-funded projects.

Tab I: Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and associated time frames for each.

- The proposed project consists of infrastructure planning, engineering evaluation, GIS validation, and master planning activities associated with the City of Wauchula's Pavement Management Plan and Electric Distribution System Master Plan. Because the project scope is limited to planning and engineering services, the project is not anticipated to require major environmental permits, development orders, comprehensive plan amendments, rezoning approvals, or land use entitlements.

  At this time, the City anticipates the following approvals and administrative actions associated with implementation of the proposed project:

Approval / Action	Responsible Agency	Estimated Timeframe
Grant Award, Acceptance, and Authorization	City of Wauchula Commission	30 – 60 days following grant award
Execution of Grant Agreement	EDA / City of Wauchula	30 – 60 days
Procurement of Professional Engineering and Consulting Services	City of Wauchula	60 – 90 days
Consultant Contract Approval	City of Wauchula Commission	30 days after completion of procurement process
Project Kickoff and Notice to Proceed	City of Wauchula Staff	Immediately following contract execution

The City does not anticipate the need for the following approvals for completion of the planning studies themselves:

- Comprehensive Plan Amendments
- Rezoning or Future Land Use Map Amendments
- Development Orders
- Building Permits
- Environmental Resource Permits
- Utility Construction Permits
- Right-of-Way Acquisition

• Easement Acquisition
• State or Federal Environmental Permitting

Because the proposed project is limited to planning and engineering analysis activities, no construction activities are currently proposed under this grant application. However, the planning documents developed through this project are expected to support future infrastructure implementation projects involving roadway resurfacing and reconstruction, electric utility upgrades, resiliency improvements, and infrastructure expansion efforts. Any future implementation projects identified through these studies would be evaluated independently for permitting, environmental review, land use consistency, and regulatory approval requirements at the appropriate time.

The City anticipates completion of all planning and engineering activities associated with this project within approximately nine to twelve months following execution of the grant agreement and issuance of notice to proceed.

Tab J: Please provide projected operation budget for a minimum of three years

- There are no anticipated operations budget required for this project.

Tab K: Conflict of Interest

- Olivia Minshew is the current City Manager for the City of Wauchula and serves as a member of the Hardee County Economic Development Authority.

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5/27/26 3:54pm Initials B
Date application deemed complete:_____ Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Town of Zolfo Springs
Mailing Address: PO Box 162, Zolfo Springs, FL 33890

Phone Number: (863) 735-0405
Fax Number: (863) 735-1684
FEID Number: 59-6045866

b) Contact Person: Linda Roberson
Title: Town Manager
Mailing Address: PO Box 162, Zolfo Springs, FL 33890

Phone Number: (863) 735-0405
Fax Number: (863) 735-1684
Email Address: townmanager@townofzolfo.com

c) Name of the Proposed Project: **Sanitary Sewer Evaluation Survey (SSES)**

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab **A**

b) Total estimated cost of the project: **$300,000.00**

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab **B**

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab **N/A | Sanitary Sewer Evaluation Survey (SSES)**

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab **N/A | The Town owns, operates, and maintains the wastewater collection system.**

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY – N/A

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New

☐ Existing

☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a)
Name of Program: Rural Infrastructure Fund (RIF)
Name of Agency: FloridaCommerce
Mailing Address: 107 East Madison Street, Caldwell Building, Tallahassee FL 32399

Phone Number: (850) 717-8424
Fax Number: _____

b)
Contact Person: Brianna Mitchell
Title: Government Operations Consultant III, FCCM
Mailing Address: 107 East Madison Street, Caldwell Building, Tallahassee FL 32399

Phone Number: (850) 717-8424
Fax Number: _____
Email Address: Brianna.mitchell@commerce.fl.gov

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab **C**

d) Status of the application: **FY 2025–2026 Rural Infrastructure Fund (RIF) application submitted on 09/04/2025 for $300,000. The application was selected for funding, and the Town has a fully executed grant agreement (RIF Agreement No. D0335) to complete a portion of the Town's SSES work to evaluate collection system conditions and identify infiltration and inflow (I&I) sources.**

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab **C**

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab **C**

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☐ Yes ■ No

b) Is the project located in an Enterprise Zone?
☐ Yes ■ No

c) Is the County or any other entity providing matching funds for this project?
■ Yes ☐ No

If yes, Related documentation attached. See Tab **C**

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.

The Town along with CPH Consulting, LLC (formerly Mittauer & Associates, Inc.) will assist with administration of the grant.

Related documentation attached. See Tab _____

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab **B**

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.

The Town has previously secured a line of credit from the Seacoast National Bank and would plan to obtain a similar arrangement for the project.

Related documentation attached. See Tab _____

d) Please provide evidence of the public use or other public good resulting from this project.

The proposed SSES will provide public benefit by identifying infiltration and inflow (I/I) sources, deteriorated sewer infrastructure, and system deficiencies contributing to excess hydraulic loading within the Town's wastewater collection and treatment system. The project will support future rehabilitation efforts, including repairs associated with deficiencies identified during the SSES process, intended to improve system reliability, preserve available wastewater treatment capacity, reduce sanitary sewer overflows, and reduce operation and maintenance burdens.

Reliable wastewater infrastructure is essential to supporting existing residents, businesses, and future economic development within the Town of Zolfo Springs. As a publicly owned and operated utility system, the benefits of the project will directly serve the Town's utility customers and broader community.

Related documentation attached. See Tab _____

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.

Upon funding award, the Town anticipates proceeding with procurement and contracting activities for the SSES phase in accordance with applicable procurement requirements. Initial activities will include project kickoff coordination, data review, field investigation planning, and scheduling of CCTV inspection, smoke testing, manhole evaluations, and related field activities.

Field investigation and system evaluation activities are anticipated to occur over approximately 6 to 9 months, followed by compilation of findings, system mapping updates, prioritization of deficiencies, and preparation of a final SSES report. The results of the project will support future sewer rehabilitation planning and implementation efforts intended to reduce infiltration and inflow (I&I) and preserve available wastewater treatment system capacity.

The project does not involve land acquisition, zoning changes, or major permitting activities. The Town has previously completed a prior SSES phase and has demonstrated the ability to advance similar utility infrastructure evaluation work.

Related documentation attached. See Tab _____

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.

The proposed SSES phase is not anticipated to require comprehensive plan amendments, zoning changes, land acquisition, or major permitting activities. Field investigation activities are anticipated to occur within existing public utility easements and rights-of-way. Any future rehabilitation or construction activities identified through the SSES may require FDEP permitting and other applicable approvals depending on the nature of the improvements.

Related documentation attached. See Tab _____

g) Please provide projected operating budget for a minimum of three years.

The project budget is $300,000. The proposed SSES phase is anticipated to be completed within approximately six months to one year of authorization to proceed. Long-term operation and maintenance of the wastewater collection and treatment system will continue through the Town's utility enterprise operations.

See Tab _____

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab **D**

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

Linda Roberson
(Signature)

Linda Roberson, Town Manager/Finance Director
(Print or Type Name & Title)

Town of Zolfo Springs
(Company)

(863) 735-0405
(Phone Number)

(863) 735-1684
(Fax Number)

05/19/2026
(Date)

townmanager@townofzolfo.com
(E-mail Address)

Jason Shepler, P.E.
(Contact Person, if different)

jason.shepler@cphcorp.com
(E-mail Address if different)

580-1 Wells Road, Orange Park, FL 32073
(Address if different)

(904) 644-0644
(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Linda Roberson
(Signature of Authorized Officer)

Linda Roberson
(Print or Type Name of Authorized Officer)

Town Manager/Finance Director
(Print or Type Title of Authorized Officer)

Town of Zolfo Springs
(Company)

(863) 735-0405
(Phone Number)

(863) 735-1684
(Fax Number)

05/19/2026
(Date)

townmanager@townofzolfo.com
(E-mail Address

Tab A

Sanitary Sewer Evaluation Survey (SSES)
Town of Zolfo Springs, Florida
CPH Consulting, LLC Project 0103-07-1

Description of Proposed Project

TOWN OF ZOLFO SPRINGS

Description of Proposed Infrastructure Improvements
Sanitary Sewer Evaluation Survey (SSES)
CPH Consulting, LLC Client No. 0103-07-1
May 2026

The Town of Zolfo Springs owns and operates a wastewater collection and treatment system serving the Town's residential, commercial, and institutional areas. Portions of the wastewater collection system are aging and are susceptible to infiltration and inflow (I&I), resulting in excess wet-weather flows entering the collection system and wastewater treatment facility (WWTF). These excess flows consume available treatment and conveyance capacity, increase operation and maintenance burdens, contribute to sanitary sewer overflows, and place additional strain on the Town's wastewater infrastructure.

The Town has previously completed a Sanitary Sewer Evaluation Survey (SSES) within portions of the collection system and identified deteriorated infrastructure, inflow and infiltration sources, and immediate repair needs. The proposed project will continue the Town's ongoing systemwide evaluation and mapping efforts through additional SSES activities, which may include cleaning and CCTV inspection of gravity sewer mains, manhole inspections, smoke testing, flow isolation, pump station evaluations, GIS mapping, and repair or rehabilitation activities associated with deficiencies identified during the SSES process within selected portions of the wastewater collection system.

The funding application is provided to support planning, evaluation, field investigation activities, and rehabilitation activities associated with deficiencies identified during the SSES process necessary to further assess collection system conditions, identify sources of excess inflow and infiltration, prioritize rehabilitation needs, and support future sewer rehabilitation and capital improvement efforts. The results of the SSES phase will assist the Town in reducing excess hydraulic loading on the WWTF, preserving available treatment capacity, improving system reliability, reducing long-term operation and maintenance costs, and supporting future residential, commercial, and economic growth within the Town.

Tab B

Sanitary Sewer Evaluation Survey (SSES)
Town of Zolfo Springs, Florida
CPH Consulting, LLC. Project 0103-07-1

Funding Workplan

TOWN OF ZOLFO SPRINGS

Funding Workplan
Sanitary Sewer Evaluation Survey (SSES)
CPH Consulting, LLC Client No. 0103-07-1
May 2026

PROJECT TITLE: Town of Zolfo Springs – Sanitary Sewer Evaluation Survey (SSES)

PROJECT LOCATION: The Project is in the Town of Zolfo Springs within Hardee County; Lat/Long (27.4908, -81.7816).

PROJECT BACKGROUND: The Town of Zolfo Springs (Grantee) owns and operates a wastewater collection and treatment system serving residential, commercial, and institutional areas throughout the Town. Portions of the collection system are aging and susceptible to infiltration and inflow (I&I), contributing to excess hydraulic loading within the wastewater collection and treatment system, increased operation and maintenance burdens, and reduced available wastewater treatment capacity.

Excess wet-weather flows associated with I&I consume available conveyance and treatment capacity that would otherwise be available to support existing customers, future development, and economic activity within the Town. The Town has previously completed SSES activities within portions of the collection system and identified deteriorated infrastructure, inflow and infiltration sources, and immediate repair needs. The proposed project will continue the Town's ongoing systemwide evaluation and mapping efforts to further assess collection system conditions and support future rehabilitation planning.

PROJECT DESCRIPTION: The Grantee will complete planning, evaluation, and field investigation activities associated with a Sanitary Sewer Evaluation Survey (SSES) for selected portions of the Town's wastewater collection system. Activities may include cleaning and CCTV inspection of gravity sewer mains, manhole inspections, smoke testing, flow isolation, pump station evaluations, GIS mapping, condition assessment, repair or rehabilitation activities associated with identified deficiencies, and preparation of an SSES report identifying deficiencies and recommended rehabilitation priorities.

The results of the SSES will support future sewer rehabilitation and capital improvement efforts intended to reduce I&I, preserve available wastewater treatment capacity, improve system reliability, and reduce long-term operation and maintenance burdens.

Task 1: Project Management

Deliverables:

- Project coordination and oversight
- Progress reporting
- Reimbursement support documentation
- Contractor procurement coordination
- Project closeout documentation

Cost: $23,000
Funding Source: County EDA Grant

Task 2: Engineering and Bidding Support
Deliverables:

- SSES scope development
- Plans, technical specifications, and bid/solicitation support
- Contractor procurement support

Cost: $46,000
Funding Source: County EDA Grant

Task 3: Sanitary Sewer Evaluation Survey (SSES) and Rehabilitation Activities
Deliverables:

- CCTV inspection logs and condition data
- Manhole and pump station evaluation documentation
- Smoke testing and field investigation documentation
- GIS mapping updates
- Repair and rehabilitation activities associated with deficiencies identified during the SSES process
- Final SSES report and rehabilitation recommendations

Cost: $231,000
Funding Source: County EDA Grant

TOTAL PROJECT COST: $300,000.00

Tab C

Sanitary Sewer Evaluation Survey (SSES)
Town of Zolfo Springs, Florida
CPH Consulting, LLC Project 0103-07-1

Other Funding Sources

TOWN OF ZOLFO SPRINGS

Other Funding Sources
Sanitary Sewer Evaluation Survey (SSES)
CPH Consulting, LLC Client No. 0103-07-1
May 2026

The Town of Zolfo Springs has been awarded $300,000 in grant funding from the Florida Department of Commerce's Rural Infrastructure Fund (RIF) Program (Agreement No. D0335). These funds are being utilized to support planning, engineering, and field investigation activities associated with the Town's ongoing Sanitary Sewer Evaluation Survey (SSES) efforts, including identification of infiltration and inflow (I&I) sources, deteriorated infrastructure, and system deficiencies contributing to excess hydraulic loading within the wastewater collection and treatment system. The proposed Hardee County EDA funding request will complement and continue the Town's phased systemwide SSES and rehabilitation planning efforts.

The FY 2025–2026 FloridaCommerce Rural Infrastructure Fund award letter is attached.

December 18, 2025

The Honorable Rod Cannon
Mayor, Town of Zolfo Springs
104 5th Street West
Zolfo Springs, Florida 33890

Re: FY 25-26 Rural Infrastructure Fund Grants

Dear Mayor Cannon,

We are pleased to inform you the request submitted by the Town of Zolfo Springs has been approved for a Rural Infrastructure Fund Project Planning and Preparation Grant in the amount of $300,000. This funding will be used to conduct a comprehensive Sanitary Sewer Evaluation Survey which will identify infiltraction and inflow sources and address challenges from power outages, lift station failures and aging infrastructure.

The grant award is effective December 18, 2025, contingent upon mutual execution of the FloridaCommerce grant agreement, which will expire 24 months following the effective date unless otherwise specified therein.

Please be advised that funds for this award may not be disbursed prior to the complete execution of the FloridaCommerce grant agreement. FloridaCommerce will communicate with the point of contact identified in the request to prepare agreement documents for review, approval, and execution. Following the completion of the agreement's preliminary review, a copy of the agreement will be emailed to the Town of Zolfo Springs for execution. The town's authorized person must sign and email a fully executed copy of the agreement to FloridaCommerce within 45 days of receiving the agreement.

If you have any questions about this award or the grant agreement, please contact Cristin Beshears, Community Program Manager by phone at (850) 717-8486 or by email at Cristin.Beshears@Commerce.fl.gov.

Sincerely,

Justin R. Domer, Deputy Secretary
Division of Community Development

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Tab D

Sanitary Sewer Evaluation Survey (SSES)
Town of Zolfo Springs, Florida
CPH Consulting, LLC Project 0103-07-1

Conflict of Interest Statement

TOWN OF ZOLFO SPRINGS
Conflict of Interest Statement

Dear Hardee County Economic Development Authority:

To the best of my knowledge and belief, the enclosed application does not directly benefit any elected official, officer, director, or agent who is also an employee of Hardee County or the Hardee County Economic Development Authority. The proposed project is intended to provide a community-wide public benefit through improvements and evaluation of the Town's wastewater utility infrastructure.

Please contact me at (863) 735-0405 if you have any questions or require additional information regarding this item.

Sincerely yours,

Town of Zolfo Springs

Linda Roberson
Town Manager

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5/29/26 8:27 am Initials HDS
Date application deemed complete: 6/9/26 @ 10 am Initials

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 West Orange Steet, Room 201, Wauchula, FL 33873

Phone Number: (863) 773-9430
Fax Number:
FEID Number: 59-60000632

b) Contact Person: Christopher Simpron
Title: Assistant County Manager
Mailing Address: 412 West Orange Street, Room 201, Wauchula, FL 33873

Phone Number: (863) 473-4923
Fax Number:
Email Address: Christopher.simpron@hardeecounty.gov

c) Name of the Proposed Project: Pioneer Park Infrastructure Improvements

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 01

b) Total estimated cost of the project: $560,510.00

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab 06 - A

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab N/A

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 02

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New

☐ Existing

☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: _____
Name of Agency: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab 06

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab _____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒ Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒ Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒ No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 03

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab 05

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab 04

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 05

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 06

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab 06

g) Please provide projected operating budget for a minimum of three years. See Tab 07

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab 08

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

CHRISTOPHER SIMPRON
CHRISTOPHER SIMPRON (May 27, 2026 16:28:24 EDT)
(Signature)

Christopher Simpron/Assistant County Manager
(Print or Type Name & Title)

Hardee County BOCC
(Company)

863-473-4130
(Phone Number)

(Fax Number)

05/27/2026
(Date)

Christopher.simpron@hardeecountyfl.gov
(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley
Terry Atchley (May 27, 2026 10:38:31 EDT)
(Signature of Authorized Officer)

Terry Atchley
(Print or Type Name of Authorized Officer)

County Manager
(Print or Type Title of Authorized Officer)

Hardee County BOCC
(Company)

863-773-9430
(Phone Number)

(Fax Number)

05/27/2026
(Date)

Terry.atchley@hardeecountyfl.gov
(E-mail Address

Hardee County
FLORIDA

HARDEE COUNTY BOCC
CAPITAL PROJECTS DEPARTMENT
205 Hanchey Road
Wauchula, Florida 33873
Phone (863) 473-4923

June 16th, 2026

Economic Development Association

RE: Pioneer Park Infrastructure Improvements

Dear Board Members,

On behalf of the Hardee County Board of County Commissioners, I am pleased to submit this application requesting funding assistance in the amount of $560,510.00 for the Pioneer Park Restroom Facility Expansion, located adjacent to the Nickerson Ulrich Event Center.

This project represents the next phase of infrastructure enhancement at Pioneer Park and is intended to support the growing demand for public amenities associated with County-hosted events and community activities. Pioneer Park serves as a central hub for regional gatherings, including the annual Watermelon Festival, holiday movie nights, and events featuring live entertainment and food vendors. These events attract both local residents and regional visitors, contributing to increased economic activity within Hardee County.

The proposed project is fully designed, with 100% completion of architectural and civil engineering plans, making it shovel-ready upon award. The County intends to procure a prefabricated restroom facility and complete all associated site work, utility connections, and installation within an estimated ten (10) month timeframe following project initiation.

This investment will enhance public infrastructure, improve the visitor experience, and support local economic activity by enabling increased event programming and vendor participation. The project aligns with Hardee County's Strategic Plan and reflects the County's continued commitment to strengthening community assets that contribute to economic development and quality of life.

Hardee County has the financial and administrative capacity to successfully implement this project and comply with all grant requirements.

We appreciate your consideration and welcome any questions.

Sincerely,
Christopher Simpron
Assistant County Manager

TAB 01 – PROJECT DESCRIPTION

Hardee County Board of County Commissioners proposes to continue the next phase of infrastructure enhancement at Pioneer Park through the construction of a new public restroom facility located adjacent to the Nickerson Ulrich Event Center.

Pioneer Park serves as a central hub for community activities, county-sponsored events, and regional gatherings. The existing infrastructure is insufficient to support current and projected usage, particularly during large-scale public events. The proposed restroom facility will address critical service gaps by providing accessible, code-compliant sanitation infrastructure necessary to support increased park utilization and event capacity.

This project represents a strategic investment in public-use infrastructure that directly supports economic development by enhancing the County's ability to host events, attract visitors, and support local vendors and tourism-related activity. Improvements to essential park amenities will increase the functionality and marketability of the facility as an event venue, contributing to local economic stimulation and community resilience.

The project will include site preparation, utility connections, construction of the restroom structure, installation of plumbing and electrical systems, and integration with existing park infrastructure. The County will ensure compliance with all applicable building codes, ADA accessibility standards, and environmental requirements.

Upon completion, the facility will be publicly accessible and maintained by Hardee County, ensuring long-term operational sustainability. This phased infrastructure improvement aligns with the County's Strategic Plan and reflects ongoing efforts to enhance public assets that contribute to quality of life and economic vitality.

TAB 02 – INFRASTRUCTURE OWNERSHIP AND MAINTENANCE

Hardee County Board of County Commissioners will retain full ownership of the Pioneer Park Restroom Facility upon completion of construction.

Ongoing operations and maintenance of the facility will be the responsibility of Hardee County through a coordinated effort between the County Facilities Department and the Parks and Recreation Department. These departments will ensure the restroom facility is properly maintained, cleaned, and remains fully operational for public use during park hours and County-sponsored events.

Water and wastewater infrastructure serving the facility will be maintained by the Hardee County Utilities Department. This includes all external water supply and sewer system connections to ensure reliable and continuous service.

This established multi-departmental maintenance structure ensures long-term sustainability, accountability, and proper functionality of the infrastructure, supporting continued public access and use

TAB 03 - Organization Capacity

Hardee County Board of County Commissioners has the administrative, financial, and project management capacity necessary to complete the Pioneer Park Infrastructure Improvements – Park Restroom Facility Expansion Project and meet the administrative requirements of the grant.

The project will be overseen by Hardee County Capital Projects staff in coordination with the selected professional consultant. Capital Projects will be responsible for coordinating the consultant's work, monitoring project progress, reviewing deliverables, and ensuring that the scope of work remains aligned with the approved grant-funded activities.

Hardee County's Grants Department and Office of Management and Budget will provide fiscal and grant administration support for this project. These departments will oversee budget tracking, fund management, reimbursement documentation, grant compliance, and retention of supporting financial records. Reimbursement requests will be supported by appropriate documentation, including invoices, payment records, and other required backup materials.

Hardee County has experience managing public infrastructure projects involving professional engineering, design, permitting, construction coordination, and regulatory compliance. The County also has existing internal capacity for grant administration, financial oversight, and project documentation. Prior application materials note that Hardee County Grants Management Department staff have significant combined experience administering grants, and Capital Projects staff have experience coordinating professional engineering work, consultants, regulatory agencies, contractors, and County infrastructure activities.

This combined project management, fiscal oversight, and grant administration structure will help ensure the project is completed in accordance with the approved scope, budget, reimbursement requirements, and applicable grant conditions.

TAB 04 – FINANCIAL PLAN

This project will be administered as a reimbursement-based grant in accordance with Hardee County's established financial management practices and all applicable grant requirements.

Hardee County will initially fund project expenditures through available County resources and will submit requests for reimbursement to the Economic Development Authority for eligible costs incurred during the project period. All reimbursement requests will be supported by appropriate documentation, including vendor invoices, proof of payment, and corresponding financial records.

Eligible project costs will include expenditures directly related to the Pioneer Park Restroom Facility Expansion, including procurement of the prefabricated restroom structure, site preparation, utility connections, and associated construction activities.

The County will ensure that all financial activities are conducted in compliance with applicable local, state, and grant requirements. Financial records and supporting documentation will be maintained in accordance with record retention policies for a minimum of five (5) years following project completion.

Hardee County has established administrative and financial controls in place to ensure accurate tracking, reporting, and accountability of all grant-related expenditures.

TAB 05 – PUBLIC USE AND PUBLIC BENEFIT

The proposed Pioneer Park Restroom Facility Expansion will provide essential public-use infrastructure supporting a wide range of community, recreational, and economic activities within Hardee County.

Pioneer Park and the Nickerson Ulrich Event Center serve as a central gathering location for residents and visitors, hosting numerous events throughout the year. These include the County's annual Watermelon Festival, holiday movie nights, and recurring community events featuring live entertainment and food truck vendors. These events attract both local residents and regional visitors, contributing to increased economic activity within the County.

The addition of a permanent, ADA-compliant restroom facility is critical to supporting these activities. Existing restroom infrastructure is insufficient to meet the demand generated by large gatherings, limiting the County's ability to expand event programming and fully utilize the park as a regional destination.

This project will directly enhance the County's capacity to host larger and more frequent events, support local vendors and small businesses participating in events, and improve the overall visitor experience. By strengthening essential public infrastructure, the project contributes to economic development through increased tourism, extended visitor stays, and expanded community programming.

The facility will be open to the general public and available during all park operating hours, ensuring continuous public benefit beyond scheduled events. This investment aligns with the County's Strategic Plan by improving quality of life, promoting community engagement, and supporting long-term economic resilience.

TAB 06 – PROJECT SCHEDULE AND FEASIBILITY

Hardee County Board of County Commissioners has completed all architectural and civil engineering design for the proposed Pioneer Park Restroom Facility Expansion, positioning the project as fully shovel-ready upon award.

Grant awards are anticipated to be announced on August 4, 2026. Following award, the County will initiate project implementation within approximately three (3) to five (5) months. This timeframe accounts for final procurement coordination, contract execution with the selected general contractor (S-Works), and issuance of required local permits.

The project will require only local permitting, which significantly reduces regulatory complexity and accelerates the project timeline. No state or federal permitting delays are anticipated.

The prefabricated restroom structure will be procured from CXT, Incorporated, with an estimated manufacturing and delivery timeline of approximately 150 days from notice to proceed. This procurement approach minimizes construction risk and compresses the overall project schedule.

Upon delivery of the prefabricated structure, on-site construction activities—including site preparation, utility connections, and installation—will proceed immediately. The County anticipates total project completion within ten (10) months from the start of construction.

Key project milestones include:

- **August 2026:** Grant award announcement
- **November 2026 – January 2027:** Project initiation and procurement
- **Early 2027:** Site preparation and infrastructure work
- **Mid-2027:** Delivery and installation of prefabricated facility
- **Within 10 months of start:** Project completion and operational readiness

Given the completion of design, the use of a prefabricated facility, and limited permitting requirements, the County is well-positioned to deliver this project efficiently, with minimal risk of delay.

TAB 07 – ITEMIZED BUDGET

PROJECT STAGES AND COST ESTIMATES

1. Pre-Construction (Completed)

- Architectural Design — Completed
- Civil Engineering — Completed
- Permitting Preparation — Completed

Cost:$0
(Previously funded by Hardee County)

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2. Procurement of Prefabricated Restroom Facility

- CXT Taos Multi-User Flush Building
- Includes delivery, off-loading, placement, and utility-ready structure installation

Cost: $282,933.63

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3. Site Preparation, Utility Infrastructure, and Construction
(Per S-Works Construction Proposal – Pioneer Park Phase 3)
Includes:

- Site clearing and grading
- Earthwork and excavation
- Concrete and sidewalk improvements
- Utility trenching and underground infrastructure
- Plumbing installation
- Electrical infrastructure and panel connections
- Parking and exterior improvements
- Water and sewer utility connections
- Erosion control and site stabilization

Cost: $257,576.37

---

4. Electrical Service Installation

- Permanent electrical service installation by Peace River Electric Cooperative
- Utility service coordination and final power connection to facility

Estimated Cost: $20,000.00

TOTAL PROJECT COST
$560,510.00

TAB 08 - CONFLICT OF INTEREST

Noey Flores, Chair, Hardee County Board of County Commissioners, District II
Tim Wells, Vice-Chair, Hardee County Board of County Commissioners, District I
Donald Chancey, Hardee County Board of County Commissioners, District III
Russell Melendy, Hardee County Board of County Commissioners, District IV
Kenny Miller, Hardee County Board of County Commissioners, District V
Terry Atchley, County Manager, Hardee County Board of County Commissioners

EDA Pionner Park Next Phase Application

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFmRTen5pn0NIksIxPXz5U8TiZHXsh1OO

"EDA Pionner Park Next Phase Application" History

Document created by Courtney Barringer (courtney.barringer@hardeecounty.net)
2026-05-27 - 2:34:43 PM GMT

Document emailed to christopher.simpron@hardeecountyfl.gov for signature
2026-05-27 - 2:34:51 PM GMT

Document emailed to terry.atchley@hardeecountyfl.gov for signature
2026-05-27 - 2:34:52 PM GMT

Email viewed by christopher.simpron@hardeecountyfl.gov
2026-05-27 - 2:34:55 PM GMT

Email viewed by terry.atchley@hardeecountyfl.gov
2026-05-27 - 2:34:56 PM GMT

Signer terry.atchley@hardeecountyfl.gov entered name at signing as Terry Atchley
2026-05-27 - 2:38:29 PM GMT

Document e-signed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
Signature Date: 2026-05-27 - 2:38:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Signer christopher.simpron@hardeecountyfl.gov entered name at signing as CHRISTOPHER SIMPRON
2026-05-27 - 8:28:22 PM GMT

Document e-signed by CHRISTOPHER SIMPRON (christopher.simpron@hardeecountyfl.gov)
Signature Date: 2026-05-27 - 8:28:24 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-27 - 8:28:24 PM GMT

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5-28-26 8:27 AM Initials HDS
Date application deemed complete: 6/9/26 @ 10 am Initials

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 W. Orange Street, Room 103
Wauchula, Florida 33873

Phone Number: 863-773-6349
Fax Number: 863-773-5801
FEID Number: 56-6000632

b) Contact Person: Christopher Simpron
Title: Assistant County Manager
Mailing Address: 412 West Orange Street, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-9430
Fax Number: 863-773-5801
Email Address:
christopher.simpron@hardeecountyfl.gov

c) Name of the Proposed Project: Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design Project

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 01

b) Total estimated cost of the project: $395,260.00

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab 06

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See 05

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 02

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New

☐ Existing

☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

_____
_____
_____
_____

g) Briefly describe the Facility (New or Existing) or the Expansion: N/A. This project is not associated with a new, existing, or expanding private business facility and is not being submitted on behalf of an entity providing specific employment opportunities. The project is a County-owned public infrastructure evaluation/design/permitting project for the existing wastewater system serving Hardee Lakes Park. The work will support continued public use, public health protection, environmental stewardship, and future infrastructure improvements at the County-owned park facility.

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?

☐ Yes ☐ No

If yes, please explain: _____

_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab N/A

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: _____
Name of Agency: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab _____

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab N/A

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒ Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒ Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒ No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 03

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab 05

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab N/A

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 05

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 06

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab 06

g) Please provide projected operating budget for a minimum of three years. See Tab 08

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab 07

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

CHRISTOPHER SIMPRON
CHRISTOPHER SIMPRON (May 27, 2026 16:37:14 EDT)
(Signature)

Christopher Simpron/Assistant County Manager
(Print or Type Name & Title)

Hardee County BOCC
(Company)

863-473-4130
(Phone Number)

(Fax Number)

05/27/2026
(Date)

Christopher.simpron@hardeecountyfl.gov
(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley
Terry Atchley (May 27, 2026 14:41:09 EDT)
(Signature of Authorized Officer)

Terry Atchley
(Print or Type Name of Authorized Officer)

County Manager
(Print or Type Title of Authorized Officer)

Hardee County BOCC
(Company)

863-773-9430
(Phone Number)

(Fax Number)

05/27/2026
(Date)

(E-mail Address

TAB 01 - PROPOSED PROJECT DESCRIPTION

Hardee County Board of County Commissioners proposes to complete the Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design and Construction Project to assess, design, permit, and construct improvements to the existing wastewater disposal infrastructure serving Hardee Lakes Park. The project will focus on the existing septic tank and elevated drainfield system located at Hardee Lakes County Park, 5502 Ollie Roberts Road, Bowling Green, Florida 33834.

Hardee Lakes Park is a public recreational asset that supports quality of life, outdoor recreation, tourism-related visitation, community events, and public access to natural resources in Hardee County. Reliable wastewater infrastructure is necessary to maintain safe public use of the park, protect public health, support environmental stewardship, and preserve the County's ability to operate and improve the park for residents, visitors, and future economic development opportunities.

The proposed project includes professional evaluation, surveying, subsurface utility designation, geotechnical investigation, engineering design, permitting, limited construction-related engineering assistance, and construction of elevated drainfield improvements. The County is requesting EDA Infrastructure Grant funding in the amount of $395,260.00, with no County match proposed. This amount includes $62,335 in professional services and $332,925.00 in construction, including contingency.

The professional services phase will provide the technical information, engineering analysis, design documents, and permit submittals needed to determine and advance the appropriate wastewater infrastructure solution. The project scope includes topographic survey services, subsurface utility designation, geotechnical investigation, septic tank and elevated drainfield capacity evaluation, engineering design phase services, permit phase services, assistance during construction, and reimbursable expenses.

The geotechnical investigation will include two Standard Penetration Test borings to 20 feet depth, five hand auger borings to a maximum depth of 6 feet, and three test pits to approximate the depth of the infiltrators. The evaluation phase will analyze the condition and capacity of the existing septic tank and elevated drainfield system and compare system capacity against applicable wastewater demand and regulatory requirements. The alternatives analysis will consider potential approaches including rehabilitation, replacement or relocation, enhanced nitrogen reduction, and package plant options.

Following completion of evaluation, design, permitting, procurement, and County authorization, the project will proceed to construction of the elevated drainfield improvements. Construction activities are expected to include mobilization, maintenance

of traffic, contractor quality control, clearing and grubbing, removal of the existing drainfield, sediment barrier/silt fence, excavation, clean sand embankment, new drainfield construction, additional system piping, modification to the existing pumping system, performance turf/sod, and related work necessary to complete the permitted improvements.

Upon completion, the County will have improved wastewater infrastructure serving Hardee Lakes Park. This project will improve infrastructure reliability, support continued public use of the park, protect public health and environmental resources, and strengthen the County's ability to maintain a safe and resilient public recreation asset.

The project is feasible because Hardee County has identified an existing public infrastructure need, a defined County-owned project location, an updated professional services scope, a preliminary construction cost estimate, and a clear implementation sequence. The total project cost is $395,260.00, consisting of $62,335 in professional services and $332,925.00 in construction, including contingency. This grant application requests funding for the full project amount.

TAB 02 - Infrastructure Ownership and Maintenance

Hardee County Board of County Commissioners will retain ownership of the wastewater infrastructure associated with the Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design Project.

The current grant-funded phase is limited to professional evaluation, surveying, geotechnical investigation, engineering design, permitting, and related pre-construction services. Upon completion of this phase, Hardee County will use the resulting technical reports, design documents, and permitting information to determine the preferred future construction approach for improving the existing septic tank and elevated drainfield system at Hardee Lakes Park.

Maintenance of the existing and future wastewater infrastructure will remain the responsibility of Hardee County. The County will coordinate implementation and future infrastructure decisions through the appropriate County departments, professional consultants, and regulatory agencies. The future construction phase will be pursued separately after the evaluation, design, and permitting work identifies the most feasible and compliant infrastructure solution.

TAB 03 - Organization Capacity

Hardee County Board of County Commissioners has the administrative, financial, and project management capacity necessary to complete the Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design Project and meet the administrative requirements of the grant.

The project will be overseen by Hardee County Capital Projects staff in coordination with the selected professional consultant. Capital Projects will be responsible for coordinating the consultant's work, monitoring project progress, reviewing deliverables, and ensuring that the scope of work remains aligned with the approved grant-funded activities.

Hardee County's Grants Department and Office of Management and Budget will provide fiscal and grant administration support for this project. These departments will oversee budget tracking, fund management, reimbursement documentation, grant compliance, and retention of supporting financial records. Reimbursement requests will be supported by appropriate documentation, including invoices, payment records, and other required backup materials.

Hardee County has experience managing public infrastructure projects involving professional engineering, design, permitting, construction coordination, and regulatory compliance. The County also has existing internal capacity for grant administration, financial oversight, and project documentation. Prior application materials note that Hardee County Grants Management Department staff have significant combined experience administering grants, and Capital Projects staff have experience coordinating professional engineering work, consultants, regulatory agencies, contractors, and County infrastructure activities.

This combined project management, fiscal oversight, and grant administration structure will help ensure the project is completed in accordance with the approved scope, budget, reimbursement requirements, and applicable grant conditions.

TAB 04 - Financial Plan

The Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design and Construction Project is proposed as a reimbursement grant project. Hardee County is requesting EDA Infrastructure Grant funding in the amount of $395,260.00 and is not proposing a County match.

Grant funds will be used only for eligible costs directly associated with the approved project scope. The project includes professional surveying, subsurface utility designation, geotechnical investigation, septic tank and elevated drainfield capacity evaluation, engineering design, permitting, limited assistance during construction, reimbursable expenses, and construction of the elevated drainfield improvements.

The professional services proposal identifies a fixed fee of $62,335, including reimbursables. This amount includes survey phase services, subsurface utility designations, geotechnical investigation phase services, septic tank and elevated drainfield capacity evaluation report, engineering design phase services, permit phase services, assistance during construction, and reimbursable expenses. The revised geotechnical scope includes two Standard Penetration Test borings to 20 feet depth.

The preliminary opinion of probable cost identifies a construction total of $332,925.00, including contingency. The total project cost is $395,260.00, consisting of $62,335 in professional services and $332,925.00 in construction.

PROJECT FUNDING SUMMARY

Cost Category	**Amount**
Professional Services	$62,335
Construction, including contingency	$332,925.00
Total Project Cost	$395,260.00
EDA Infrastructure Grant Request	$395,260.00
County Match	$0

Hardee County Capital Projects will oversee the consultant's work, coordinate project activities, review deliverables, and verify that services and construction activities are consistent with the approved project scope. Hardee County will also coordinate procurement and construction authorization in accordance with County requirements.

The Hardee County Grants Department and Office of Management and Budget will oversee the financial administration of the project. This will include budget management, fund tracking, reimbursement tracking, grant compliance, and preparation of reimbursement documentation.

Because this is a reimbursement grant, Hardee County will initially manage eligible project expenditures and will submit requests for reimbursement in accordance with the grant agreement. Requests for reimbursement will include appropriate supporting documentation, which may include consultant invoices, contractor pay applications, proof of payment, non-negotiable checks, cleared checks or other payment records, and any additional documentation required by the grant agreement.

All costs submitted for reimbursement will be limited to eligible project costs incurred during the approved grant period and directly related to the Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design and Construction Project.

All records supporting grant reimbursement and project compliance will be retained by Hardee County in accordance with the grant agreement, applicable records retention requirements, and County financial procedures.

TAB 05 - Public Use, Public Good, and Anticipated Impact

The Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design Project will provide a public benefit by supporting continued safe, reliable, and environmentally responsible use of Hardee Lakes Park. The project addresses public park infrastructure, public health protection, environmental stewardship, and long-term recreation and economic development benefits.

Hardee Lakes Park is a public recreational asset serving residents, visitors, families, outdoor recreation users, and community groups. Reliable wastewater infrastructure is necessary to support public access, sanitation, visitor services, and continued operation of the park. Evaluating and designing improvements to the septic tank and elevated drainfield system will help the County determine the most feasible path for maintaining and improving critical wastewater infrastructure serving the park.

The project will also support public health and environmental protection. The professional scope includes evaluation of the condition and capacity of the existing septic tank and elevated drainfield system, geotechnical investigation of drainfield soils, review of groundwater conditions, and analysis of alternatives such as rehabilitation, replacement or relocation, enhanced nitrogen reduction, and package plant options. This analysis will help Hardee County identify a technically sound and regulatory-compliant solution before proceeding to a future construction phase.

The project also supports economic and recreation asset development. Public parks contribute to quality of life, outdoor recreation, tourism, community resilience, and the attractiveness of Hardee County as a place to live, work, visit, and invest. By completing the evaluation, design, and permitting work now, the County will be better positioned to pursue future construction improvements that protect park operations and support long-term public use.

TAB "06"

FEASIBILITY, SCOPE OF WORK, SCHEDULE, PERMITS, AND PROBABLE CONSTRUCTION COST

The Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design and Construction Project is a feasible public infrastructure project because Hardee County has identified a defined County-owned project location, a professional scope of services, a preliminary construction cost estimate, and a clear sequence of work from evaluation and design through permitting and construction.

The project will be conducted at Hardee Lakes County Park, 5502 Ollie Roberts Road, Bowling Green, Florida 33834. The project includes professional surveying, subsurface utility designation, geotechnical investigation, septic tank and elevated drainfield evaluation, engineering design, permitting, limited construction-related engineering assistance, and construction of the elevated drainfield improvements.

The purpose of the project is to assess the condition and capacity of the existing septic tank and elevated drainfield system serving Hardee Lakes Park, determine the preferred improvement approach, prepare construction drawings, obtain required permits and approvals, and complete construction of the wastewater infrastructure improvements necessary to support continued safe public use of the park.

Hardee County is requesting funding for the full project amount, including both professional services and construction. The total probable project cost is $395,255.40, which includes professional services, construction, contingency, and limited assistance during construction.

CHRONOLOGICAL PROJECT STAGES AND PROJECT BUDGET

Stage	Project Stage	Description	Cost
1	Survey Phase Services	Prepare a topographic survey of approximately four acres of Hardee Lakes County Park to support design of sanitary sewer utility upgrades.	$6,550
2	Subsurface Utility Designation	Provide ASCE Quality Level "B" utility designation using conventional electronic designating equipment, including Ground	$1,500

Stage	Project Stage	Description	Cost
		Penetrating Radar, and map results on the survey.	
3	Geotechnical Investigation Phase Services	Complete geotechnical investigation, including two Standard Penetration Test borings to 20 feet depth, five hand auger borings to a maximum depth of 6 feet, and three test pits to approximate the depth of the infiltrators.	$10,850
4	Septic Tank and Elevated Drainfield Capacity Evaluation Report	Conduct a condition and capacity assessment of the existing septic tank mound system using site visit, survey, and geotechnical data. Evaluate capacity against applicable wastewater demand and regulatory requirements.	$13,470
5	Engineering Design Phase Services	Prepare construction drawings for the recommended preliminary drainfield design, rehabilitation, or replacement. Plans will include a key sheet, quantities, notes, details, plan and grading sheet, and cross sections. Plans will be submitted to the County at 60% and 100%.	$20,020
6	Permit Phase Services	Prepare and submit construction plans to Hardee County for review and approval. Prepare DEP4015 Application for Construction Permit through the OSTDS permitting program and submit to the Hardee County Health Department for approval.	$3,425
7	Assistance During Construction	Provide limited assistance during construction by addressing questions related to plans and permits, attending meetings, reviewing shop drawings, and providing engineering assistance.	$5,520

Stage	Project Stage	Description	Cost
8	Reimbursable Expenses	Reimbursable project expenses.	$1,000
	Professional Services Subtotal		$62,335
9	Construction Implementation	Construct the elevated drainfield improvements, including mobilization, maintenance of traffic, construction materials testing, clearing and grubbing, removal of existing drainfield, erosion control, excavation, clean sand embankment, new drainfield construction, additional system piping, pumping system modifications, sod, and contingency.	$332,925.00
	Total Project Cost		$395,260.00

SCOPE OF WORK SUMMARY

1. Survey Phase Services

The consultant will prepare a topographic survey of approximately four acres of Hardee Lakes County Park. The survey will locate above-ground improvements, spot elevations, one-foot contours, accessible stormwater and sanitary sewer structures, trees, pavement markings, roadway signage, and underground utility markings visible on the ground surface prior to the field survey.

Survey deliverables will include an electronic AutoCAD Civil 3D file and a signed and sealed survey.

2. Subsurface Utility Designation

The consultant will provide traffic control and designate found underground utilities within the project limits using ASCE Quality Level "B" methods. The results of the utility designation work will be mapped on the survey.

3. Geotechnical Investigation

The consultant will contract with Madrid Engineering Group, Inc. to provide a geotechnical report evaluating the existing condition of the drainfield sands, the end condition of two of the twenty buried infiltrators, the constructed depth of the drainfield sand, and the permeability of the existing sand.

The field exploration will include:

Mobilization to the site;

Two Standard Penetration Test borings to 20 feet depth;

Five hand auger borings to a maximum depth of 6 feet; and

Three test pits to approximate the depth of the infiltrators.

The geotechnical report will summarize site conditions, fieldwork, laboratory testing, boring plan, individual test records, hand auger boring results, apparent groundwater levels, and soil conditions relevant to the intended use.

4. Septic Tank and Elevated Drainfield Capacity Evaluation

The consultant will conduct a condition and capacity assessment of the existing septic tank mound system using site visit, survey, and geotechnical data. The evaluation will compare existing drainfield capacity against sewage demand based on applicable Florida Administrative Code requirements.

The consultant will also prepare an alternatives analysis technical memorandum summarizing potential approaches to meet condition and capacity needs, including:

Rehabilitation;

Replacement or relocation;

Enhanced nitrogen reduction; and

Package plant alternatives.

5. Engineering Design

Based on the preliminary drainfield design, rehabilitation, or replacement approach, the consultant will prepare construction drawings using the survey data obtained. Drawings are expected to include a key sheet, tabulation of quantities, notes, details, combined plan and grading sheet, and cross sections of proposed improvements at critical locations.

Plans will be submitted to Hardee County at 60% and 100% completion.

6. Permit Phase Services

The consultant will prepare and submit construction plans to Hardee County for review and approval. The consultant will also prepare form DEP4015, Application for Construction Permit, through the OSTDS septic tank permitting program and submit it to the Hardee County Health Department for approval.

7. Limited Assistance During Construction

The consultant will be available to provide limited assistance during construction by addressing questions regarding the plans and permits. The professional services scope includes twenty hours for attending bidding meetings, attending on-site construction meetings, addressing questions, reviewing shop drawings, and providing engineering assistance.

Hardee County will prepare all bid documents.

8. Construction Implementation

Following completion of design, permitting, procurement, and County authorization, Hardee County will proceed with construction of the elevated drainfield improvements. Construction activities are expected to include mobilization, maintenance of traffic, contractor quality control, clearing and grubbing, removal of the existing drainfield, sediment barrier/silt fence, excavation, clean sand embankment, new drainfield construction, additional system piping, modification to the existing pumping system, performance turf/sod, and related work necessary to complete the permitted improvements.

Construction will be completed in accordance with the approved design documents, applicable permit conditions, County procurement requirements, and applicable regulatory requirements.

ANTICIPATED SCHEDULE

Upon receipt of a duly executed professional services agreement, Chastain-Skillman will promptly initiate evaluation, survey, geotechnical, design, and permitting services. Professional services are expected to be substantially complete through submittal of permit applications within approximately twelve weeks. Review time required by regulatory agencies is outside the consultant's control and may affect the final permitting schedule.

Following completion of design and permitting, Hardee County will proceed with procurement and construction authorization in accordance with County requirements.

Phase	Activity	Anticipated Time Frame
Phase 1	Grant award, agreement execution, consultant coordination, and notice to proceed	Upon award and authorization
Phase 2	Survey services and subsurface utility designation	Within professional services period
Phase 3	Geotechnical investigation, including SPT borings, hand auger borings, and test pits	Within professional services period
Phase 4	Septic tank and elevated drainfield capacity evaluation report	Within professional services period
Phase 5	Engineering design and County review at 60% and 100%	Within professional services period
Phase 6	Permit application preparation and submittal	Approximately 12 weeks from executed professional services agreement
Phase 7	Regulatory review and response to comments	Agency review time varies
Phase 8	Procurement and construction authorization	Following design, permitting, and County approval
Phase 9	Construction of elevated drainfield improvements	Following procurement and notice to proceed
Phase 10	Construction closeout and final documentation	Following completion of construction

PERMITS, APPROVALS, AND ASSOCIATED TIME FRAMES

Permit / Approval	Responsible Agency / Entity	Anticipated Time Frame	Status / Notes
Hardee County construction plan review and approval	Hardee County	During design/permitting phase	Consultant will prepare and submit construction plans for County review and approval.
OSTDS construction permit application	Hardee County Health Department / applicable OSTDS permitting authority	Permit application to be prepared and submitted within approximately 12 weeks; agency review time may vary	Consultant will prepare DEP4015 Application for Construction Permit through the OSTDS permitting program.
SWFWMD Environmental Resource Permit exemption or minor modification, if applicable	Southwest Florida Water Management District	To be determined during design/permitting phase	Proposal assumes the project is either exempt from SWFWMD Environmental Resource Permitting or will require only a minor modification.
Comprehensive plan amendment	Hardee County	Not anticipated	No comprehensive plan amendment is anticipated.
Zoning change	Hardee County	Not anticipated	No zoning change is anticipated.
Land acquisition	N/A	Not applicable	The project is located at existing County-owned Hardee Lakes Park.

No comprehensive plan amendment, zoning change, or land acquisition is anticipated. Final permit requirements and time frames will be confirmed during the design and permitting process.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

The engineer's preliminary opinion of probable cost provides a planning-level estimate for construction of the elevated drainfield improvements. Construction costs are included in the total grant request.

Cost Category	Estimated Cost
Mobilization, including survey, bonds, insurance, etc.	$25,000
Maintenance of Traffic	$5,000
General Construction Subtotal	$30,000
Contractor's Quality Control / Construction Materials Testing	$7,500
Clearing and Grubbing, including disposal of existing sand and removal of existing drainfield	$50,000
Sediment Barrier / Silt Fence	$3,600
Regular Excavation, Existing Site Soil	$14,751
Embankment, Clean Sand	$44,770
New Drainfield Construction	$96,000
Additional System Piping	$20,000
Modification to Existing Pumping System	$15,000
Performance Turf / Sod	$7,875
Elevated Drainfield Construction Subtotal	$259,496
Construction Total Before Contingency	$289,496
15% Contingency	$43,424.40
Construction Total	$332,925.00
Survey Services	$6,550

Cost Category	Estimated Cost
Engineering Design Services	$50,265
CEI Services / Assistance During Construction	$5,520
Grand Total Project Cost	$395,260.00

FEASIBILITY STATEMENT

The project is feasible because Hardee County has identified an existing public infrastructure need, a defined County-owned project location, an updated professional services scope, a preliminary construction cost estimate, and a clear implementation sequence.

The professional services phase will produce the technical data, geotechnical findings, evaluation report, design drawings, and permit submittals needed to determine and advance the preferred wastewater infrastructure solution. The construction phase will implement the permitted improvements necessary to support continued safe public use of Hardee Lakes Park.

The total project cost is $395,260.00, consisting of $62,335 in professional services and $332,925.00 in construction, including contingency. This grant application requests funding for the full project amount.

TAB "12"

Conflict of Interest

Donald Chancey, Hardee County Board of County Commissioners, District III
Russell Melendy, Vice-Chair, Hardee County Board of County Commissioners, District IV
Tim Wells, Hardee County Board of County Commissioners, District I
Noey Flores, Chair, Hardee County Board of County Commissioners, District II
Kenny Miller, Hardee County Board of County Commissioners, District V
Terry Atchley, County Manager, Hardee County Board of County Commissioners

TAB "08"

THREE-YEAR PROJECTED OPERATING BUDGET

The Hardee Lakes Park Septic Tank and Elevated Drainfield Evaluation/Design and Construction Project includes professional evaluation, surveying, geotechnical investigation, engineering design, permitting, limited construction-related engineering assistance, and construction of elevated drainfield improvements at Hardee Lakes Park.

The project is being submitted as a full project request that includes both professional services and construction. The total project cost is $395,260.00, consisting of $62,335 in professional services and $332,925.00 in construction, including contingency.

The grant-funded project will not create a new County department or a new recurring operating program. Project oversight will be provided by Hardee County Capital Projects in coordination with the professional consultant and construction contractor. Hardee County Grants Department and the Office of Management and Budget will oversee budget tracking, fund management, reimbursement documentation, grant compliance, and retention of supporting financial records. These administrative responsibilities will be handled through existing County staff capacity and existing departmental budgets.

The construction phase will improve the wastewater infrastructure serving Hardee Lakes Park. After completion, ongoing maintenance of the wastewater infrastructure will remain the responsibility of Hardee County and will be incorporated into the County's existing parks, facilities, utilities, or public works maintenance structure as applicable. Any future operating or maintenance adjustments will be determined after final design, permitting, construction completion, and acceptance of the completed improvements.

THREE-YEAR PROJECTED OPERATING BUDGET

Fiscal Year	Grant-Funded Professional Services	Grant-Funded Construction	County Match	Administrative / Oversight Cost	Notes
Year 1	$62,335	$332,925.00	$0	Absorbed through existing departmental budgets	Evaluation, survey, geotechnical investigation, design, permitting, procurement, construction, limited construction assistance, budget tracking, reimbursement

Fiscal Year	Grant-Funded Professional Services	Grant-Funded Construction	County Match	Administrative / Oversight Cost	Notes
					administration, and grant compliance.
Year 2	$0	$0	$0	Absorbed through existing departmental budgets	Project construction is expected to be complete. Routine post-construction oversight and maintenance will be handled through existing County operations as applicable.
Year 3	$0	$0	$0	Absorbed through existing departmental budgets	Continued routine maintenance and monitoring will be handled through existing County operations as applicable.

TOTAL GRANT-FUNDED PROJECT COST

Cost Category	Amount
Professional Services	$62,335
Construction, including contingency	$332,925.00
Total Project Cost	$395,260.00

No County match is proposed for this project. The requested grant amount is $395,260.00.

Hardee County will manage the project as a reimbursement grant. Requests for reimbursement will be supported by appropriate documentation, including invoices, proof of payment, cleared checks or other payment records, and any additional backup required by the grant agreement. All project and reimbursement records will be maintained in accordance with applicable grant requirements and County records retention procedures.

EDA Hardee Lakes Drain Field Application

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXoD6k4DxlfDD9XcUSpLd9UzbkOmSqQ_i

"EDA Hardee Lakes Drain Field Application" History

Document created by Courtney Barringer (courtney.barringer@hardeecounty.net)
2026-05-27 - 5:09:51 PM GMT

Document emailed to christopher.simpron@hardeecountyfl.gov for signature
2026-05-27 - 5:09:59 PM GMT

Document emailed to terry.atchley@hardeecountyfl.gov for signature
2026-05-27 - 5:09:59 PM GMT

Email viewed by christopher.simpron@hardeecountyfl.gov
2026-05-27 - 5:10:03 PM GMT

Email viewed by terry.atchley@hardeecountyfl.gov
2026-05-27 - 5:10:04 PM GMT

Signer terry.atchley@hardeecountyfl.gov entered name at signing as Terry Atchley
2026-05-27 - 6:41:07 PM GMT

Document e-signed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
Signature Date: 2026-05-27 - 6:41:09 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Signer christopher.simpron@hardeecountyfl.gov entered name at signing as CHRISTOPHER SIMPRON
2026-05-27 - 8:37:12 PM GMT

Document e-signed by CHRISTOPHER SIMPRON (christopher.simpron@hardeecountyfl.gov)
Signature Date: 2026-05-27 - 8:37:14 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-27 - 8:37:14 PM GMT

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:
   County Manager's Office
   412 W. Orange St., Room 103
   Wauchula, FL 33873
   Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5/28/26 @ 3:25 Initials B
Date application deemed complete: _____ Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 West Orange Steet, Room 201, Wauchula, FL 33873

Phone Number: (863) 773-9430
Fax Number:
FEID Number: 59-60000632

b) Contact Person:
Title:
Mailing Address:

Phone Number: (863) 473-4923
Fax Number:
Email Address:

c) Name of the Proposed Project: Hamm Radio-Emergency Communications

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 01

b) Total estimated cost of the project: See Tab 02

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab 03

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab 04

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 10

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New

☐ Existing

☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: _____
Name of Agency: _____
Mailing Address: _____
_____
_____
Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____
Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab_____

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab _____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒ Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒ Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒ No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 08

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab _____

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab _____

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 05

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 06

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab 07

g) Please provide projected operating budget for a minimum of three years. See Tab N/A

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab 09

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

Christopher Simpron (May 28, 2026 15:20:24 EDT)

(Signature)

Christopher Simpron/Assistant County Manager

(Print or Type Name & Title)

Hardee County BOCC

(Company)

863-473-4130

(Phone Number)

(Fax Number)

05/28/2026

(Date)

Christopher.simpron@hardeecountyfl.gov

(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley

Terry Atchley (May 28, 2026 15:16:00 EDT)

(Signature of Authorized Officer)

Terry Atchley

(Print or Type Name of Authorized Officer)

County Manager

(Print or Type Title of Authorized Officer)

Hardee County BOCC

(Company)

863-773-9430

(Phone Number)

(Fax Number)

05/28/2026

(Date)

Terry.atchley@hardeecountyfl.gov

(E-mail Address

TAB "01"

Proposed Project Description

Hardee County proposes the development and installation of a countywide emergency communications infrastructure project designed to strengthen disaster response, recovery, and continuity of communications capabilities throughout Hardee County. The project will establish redundant intra-county and inter-county communications systems utilizing Amateur Radio, General Mobile Radio Service (GMRS), and Winlink digital communications technology.

The project includes the installation of communications equipment and supporting infrastructure at existing Hardee County communications tower locations including Pioneer Park in Zolfo Springs and the Hardee County Commerce Park. Components of the project include UHF NXDN repeaters, GMRS repeaters, VHF amateur radio repeaters, Winlink digital communications nodes, antennas, mounting hardware, cabling, lightning protection systems, communications tower equipment, and associated installation services.

The proposed infrastructure will provide emergency communications support to Hardee County departments, Emergency Management operations, first responders, agricultural stakeholders, and volunteer communications operators during disasters and major emergencies. The system will also provide redundant and backup communications capability in the event of cellular, internet, or traditional communications outages following hurricanes, severe weather events, floods, or other disasters.

The project will enhance Hardee County's ability to coordinate with neighboring counties, regional emergency response partners, and the National Weather Service through established Amateur Radio emergency communications networks. The proposed communications infrastructure is intended to improve disaster resilience, operational coordination, public safety communications, and post-disaster recovery operations throughout Hardee County.

TAB "02"

Project Cost

Engineering, Structural Analysis, and Project Planning - $8,100.00
Communications Equipment Procurement - $44,900.00
Tower and Infrastructure Installation - $12,000.00

TAB "03"

Project Timeline

Stage 1 – Feasibility, Engineering, and Structural Analysis
Hardee County will coordinate with project partners and qualified vendors to complete communications system planning, engineering review, and structural analysis of the existing tower infrastructure at Pioneer Park in Zolfo Springs and the Hardee County Commerce Park. This phase will verify tower loading capacity, equipment placement, and installation feasibility for the proposed communications infrastructure.
Estimated Cost: $8,100.00

Stage 2 – Design and Equipment Procurement
Following completion of the structural analysis, Hardee County and project partners will finalize communications system design and procure the required communications equipment and supporting infrastructure. This phase includes the purchase of repeaters, antennas, Winlink digital communications equipment, mounting hardware, grounding systems, lightning protection equipment, cabling, power supplies, routers, and associated communications components necessary to establish the countywide emergency communications system.
Estimated Cost: $44,900.00

Stage 3 – Infrastructure Installation and Construction
This phase includes tower crew services, antenna installation, communications equipment installation, cabling, grounding, equipment rack installation, and associated infrastructure construction activities at the designated communications tower locations. Installation activities will establish the operational emergency communications network infrastructure supporting Hardee County disaster response and recovery operations.
Estimated Cost: $12,000.00

Stage 4 – Testing and Operational Deployment
Upon completion of installation activities, the communications infrastructure will undergo operational testing, interoperability verification, and deployment into service. The completed system will support emergency management operations, public safety communications, disaster response coordination, and continuity of communications capabilities throughout Hardee County.
Estimated Cost: Incorporated into prior project phases

TAB "04"

Nature of Business Activities

The proposed project will support emergency communications, disaster response coordination, continuity of government operations, and public safety communications activities throughout Hardee County. The communications infrastructure will support emergency management operations, severe weather reporting, disaster recovery coordination, mutual aid communications, and continuity of communications during emergencies and disasters.

The project is intended to strengthen community resilience and improve the County's ability to maintain communications capabilities during hurricanes, severe weather events, flooding, and other emergencies that may disrupt traditional communications systems.

No industrial activities or intensive commercial activities are proposed at the project sites.

TAB "05"

Project Public Benefit

The proposed project will provide substantial public benefit through the enhancement of emergency communications, disaster response coordination, continuity of communications capabilities, and community resilience throughout Hardee County. The communications infrastructure developed through this project will support emergency management operations, public safety coordination, severe weather reporting, damage assessment activities, disaster recovery operations, and continuity of government functions during emergencies and disasters.

In addition to emergency response functions, the proposed infrastructure will provide broader public and community benefits through improved communications capabilities that support public events, community coordination activities, weather monitoring, agricultural coordination, and regional interoperability. The communications system will strengthen Hardee County's overall communications resilience and provide supplemental communications capabilities during periods of high demand, infrastructure outages, or degraded commercial communications service.

The project will support collaboration between Hardee County Emergency Management, public safety agencies, volunteer communications operators, community organizations, and regional partners. The infrastructure will also support National Weather Service reporting activities, community preparedness initiatives, training exercises, and volunteer communications development programs that enhance local preparedness and public engagement.

The proposed improvements will benefit Hardee County residents, businesses, agricultural operations, and visitors by improving the County's ability to maintain communications capabilities during and after hurricanes, severe weather events, flooding, and other disruptive incidents. Reliable communications infrastructure is critical to supporting economic stability, continuity of operations, public information sharing, and post-disaster recovery throughout the community.

The project will be located on existing County-owned communications infrastructure sites and will serve a countywide public safety, community resilience, and public communications function for the benefit of Hardee County and its residents.

TAB "06"

Project Feasibility and Implementation Schedule

The Hardee County Board of County Commissioners anticipates proceeding with the proposed Emergency Communications Infrastructure Project beginning Fall 2026, contingent upon grant award and completion of required procurement and coordination activities.

The project is considered feasible due to the use of existing County-owned communications tower infrastructure located at Pioneer Park in Zolfo Springs and the Hardee County Commerce Park. Hardee County Emergency Management and project partners have coordinated preliminary project planning and identified the communications equipment, infrastructure improvements, and installation requirements necessary to implement the proposed system enhancements.

The anticipated project schedule is as follows:

Project Phase	Estimated Timeline	Estimated Cost
Grant Award / Project Authorization	Fall 2026	N/A
Structural Analysis and Engineering Review	Fall 2026	$8,100
Communications System Design and Equipment Procurement	Fall/Winter 2026	$44,900
Procurement Coordination and Vendor Selection	Winter 2026	Included in Project Costs
Infrastructure Installation and Tower Work	Winter/Spring 2027	$12,000
System Testing and Operational Deployment	Spring 2027	Included in Project Costs
Project Completion and Ongoing Operations	Spring 2027	N/A

Anticipated Major Project Activities

Major project activities are anticipated to include:

- Structural analysis and engineering review of existing communications tower infrastructure;
- Communications system planning and equipment coordination;

- Procurement of repeaters, antennas, digital communications equipment, and supporting infrastructure;
- Installation of antennas, communications equipment, cabling, grounding, and lightning protection systems;
- Tower and infrastructure installation activities at Pioneer Park and Hardee County Commerce Park;
- Operational testing and interoperability verification of the communications system;
- Final project deployment and integration into Hardee County emergency communications operations.

Upon completion, the Hardee County Board of County Commissioners will own, operate, and maintain the communications infrastructure as part of the County's long-term emergency management and disaster response capabilities.

TAB "07"

Project Permitting

The proposed project is not anticipated to require any comprehensive plan amendments, zoning changes, or development order approvals as the project will utilize existing Hardee County-owned communications infrastructure sites.

The following permits, reviews, and approvals may be required as part of the project implementation process:

Approval / Permit | Anticipated Time Frame

Structural Analysis and Engineering Review | Fall 2026

Tower Owner Authorization and Site Coordination | Fall 2026

Equipment and Frequency Coordination, as Applicable | Fall/Winter 2026

Procurement and Vendor Selection Approvals | Winter 2026

Installation Coordination and Final Operational Approval | Winter/Spring 2027

At this time, no known comprehensive plan amendments, rezoning actions, or major land development approvals are anticipated for the proposed project.

TAB 08 - Organization Capacity

Hardee County Board of County Commissioners has the administrative, financial, and project management capacity necessary to complete the Proposed Project and meet the administrative requirements of the grant.

The project will be overseen by Hardee County Capital Projects staff in coordination with the selected professional consultant. Capital Projects will be responsible for coordinating the consultant's work, monitoring project progress, reviewing deliverables, and ensuring that the scope of work remains aligned with the approved grant-funded activities.

Hardee County's Grants Department and Office of Management and Budget will provide fiscal and grant administration support for this project. These departments will oversee budget tracking, fund management, reimbursement documentation, grant compliance, and retention of supporting financial records. Reimbursement requests will be supported by appropriate documentation, including invoices, payment records, and other required backup materials.

Hardee County has experience managing public infrastructure projects involving professional engineering, design, permitting, construction coordination, and regulatory compliance. The County also has existing internal capacity for grant administration, financial oversight, and project documentation. Prior application materials note that Hardee County Grants Management Department staff have significant combined experience administering grants, and Capital Projects staff have experience coordinating professional engineering work, consultants, regulatory agencies, contractors, and County infrastructure activities.

This combined project management, fiscal oversight, and grant administration structure will help ensure the project is completed in accordance with the approved scope, budget, reimbursement requirements, and applicable grant conditions.

TAB "09"

Conflict of Interest

Donald Chancey, Hardee County Board of County Commissioners, District III
Russell Melendy, Vice-Chair, Hardee County Board of County Commissioners, District IV
Tim Wells, Hardee County Board of County Commissioners, District I
Noey Flores, Chair, Hardee County Board of County Commissioners, District II
Kenny Miller, Hardee County Board of County Commissioners, District V
Terry Atchley, County Manager, Hardee County Board of County Commissioners

TAB 10 - Infrastructure Ownership and Maintenance

Hardee County Board of County Commissioners will retain ownership of the emergency communications Project.

Maintenance of the emergency communications infrastructure will remain the responsibility of Hardee County.

EDA Hamm Radio Application

Final Audit Report 2026-05-28

Created:	2026-05-28
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO-a1iKJJ8V8hDSq4LXWEngz5zdwekJtr

"EDA Hamm Radio Application" History

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HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after 4:00 pm on May 29, 2026, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application must be submitted to:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430

FOR ADMINSTRATIVE USE ONLY:
Date and time application received: 5-28-26 8:27Am Initials HOS
Date application deemed complete: _____ Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 W. Orange Street, Room 103
Wauchula, Florida 33873

Phone Number: 863-773-6349
Fax Number: 863-773-5801
FEID Number: 56-6000632

b) Contact Person: Christopher Simpron
Title: Assistant County Manager
Mailing Address: 412 West Orange Street, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-3465
Fax Number: 863-773-5801
Email Address: Christopher.simpron@hardeecountyfl.gov

c) Name of the Proposed Project: Pocket Park

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 01

b) Total estimated cost of the project: $150,000

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab 02

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab 03

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 04

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: _____
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New
☐ Existing
☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: The proposed project supports the development and expansion of the Hardee County Sheriff's Office civic campus through the addition of publicly accessible open space and passive recreational infrastructure adjacent to the new governmental facility. The project will enhance corridor aesthetics, provide community gathering space and support long-term public use within the U.S. Highway 17 corridor.

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: _____
Name of Agency: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab _____

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.

Related documentation attached. See Tab _____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
X Yes ☐ No

b) Is the project located in an Enterprise Zone?
X Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes X No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 05

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab 06

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab 07

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 08

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 09

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab 10

g) Please provide projected operating budget for a minimum of three years. See Tab 11

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab 12

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

CHRISTOPHER SIMPRON
CHRISTOPHER SIMPRON (May 27, 2026 16:39:29 EDT)
(Signature)

Christopher Simpron/Assistant County Manager
(Print or Type Name & Title)

Hardee County BoCC
(Company)

863-473-4130
(Phone Number)

(Fax Number)

05/27/2026
(Date)

Christopher.simpron@hardeecountyfl.gov
(E-mail Address)

(Contact Person, if different)

(E-mail Address if different)

(Address if different)

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley
Terry Atchley (May 27, 2026 10:40:01 EDT)
(Signature of Authorized Officer)

Terry Atchley
(Print or Type Name of Authorized Officer)

County Manager
(Print or Type Title of Authorized Officer)

Hardee County BoCC
(Company)

863-773-9430
(Phone Number)

(Fax Number)

05/27/2026
(Date)

Terry.atchley@hardeecountyfl.gov
(E-mail Address

TAB "01"

Proposed Project Description

The proposed project consists of the development of a publicly accessible pocket park and passive recreational open space on an underutilized Florida Department of Transportation (FDOT) right-of-way parcel located adjacent to U.S. Highway 17 and the proposed Hardee County Sheriff's Office and Jail facility in Wauchula, Florida.

The site currently consists of vacant land associated with an existing FDOT retention pond and fenced right-of-way area. Hardee County, in coordination with the City of Wauchula, FDOT, and the Hardee County Sheriff's Office, proposes to transform the site into a community-oriented public amenity that enhances corridor aesthetics, improves public access to open space, and supports the surrounding civic development.

The project is intended to provide passive recreational opportunities, landscaped open space, pedestrian connectivity, seating areas, walking paths, and related site improvements compatible with the existing stormwater infrastructure and adjacent governmental facilities.

The pocket park will serve residents, visitors, and employees of surrounding civic facilities while promoting community engagement, beautification, and enhanced quality of life within the U.S. Highway 17 corridor.

TAB "02"

Project Cost

Conceptual Site Plan and Preliminary Coordination: $22,000

Engineering and Landscape Architecture: $103,000

Permit Coordination: $25,000

TAB "03"

Nature of Business Activities

The proposed project will support passive recreational activities and public open-space use including walking, seating, gathering, and community enjoyment of landscaped civic space. The project is intended to complement the adjacent governmental and civic facilities while improving public accessibility and corridor appearance.

No industrial or intensive commercial activities are proposed at the site.

TAB "04"

Ownership

Upon completion, all project improvements and associated infrastructure will be owned by the Hardee County Board of County Commissioners (BOCC). The Hardee County BOCC will be responsible for ongoing operation, maintenance, and upkeep of the site and all related public improvements. This project is intended to remain a long-term publicly accessible civic amenity that supports community beautification, passive recreation, and enhanced public use within the U.S. Highway 17 corridor.

TAB "05"

Organizational Capacity

Hardee County has experience coordinating public infrastructure projects involving multiple governmental agencies, including FDOT coordination, public facilities development, stormwater infrastructure, and civic site improvements. The County intends to utilize qualified engineering, planning, and construction professionals to ensure successful completion of the project in accordance with all applicable permitting and funding requirements.

Hardee County
FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

[Date]

Economic Development Authority

RE: US 17 Civic Pocket Park and Public Open Space Improvement Project (Tab 06)

Project Description:

The Hardee County Board of County Commissioners proposes the development of the US 17 Civic Pocket Park and Public Open Space Improvement Project located adjacent to the proposed Hardee County Sheriff's Office and Jail facility in Wauchula, Florida.

The project consists of transforming currently underutilized Florida Department of Transportation (FDOT) right-of-way property into a publicly accessible civic amenity intended to enhance corridor aesthetics, support passive recreation, and provide public open space for residents, visitors, and employees of surrounding governmental facilities.

The proposed improvements are anticipated to include conceptual site planning, engineering and landscape architecture services, drainage and permitting coordination, pedestrian connectivity improvements, landscaping, seating areas, and other passive recreational amenities compatible with the existing stormwater infrastructure and surrounding civic development.

The project is intended to complement the adjacent Sheriff's Office campus while promoting community engagement, beautification, and long-term public use within the U.S. Highway 17 corridor.

The estimated pre-construction cost associated with the project is approximately $150,000, which includes:

- Conceptual Site Plan and Preliminary Coordination – $22,000
- Engineering and Landscape Architecture – $103,000
- County and FDOT Permit Coordination – $25,000

Upon award of funding and completion of the required interagency coordination and approvals, Hardee County BOCC anticipates initiating project activities beginning October 1, 2026.

A more detailed description of the project, including conceptual exhibits and implementation schedules, is included within the supporting documentation attached to this application submission.

Sincerely,
Bobby Keene
Capital Projects Manager
Hardee County BOCC
205 Hanchey Road
Wauchula, FL 33873

TEAM HARDEE

TAB "07"

Financial Plan

This reimbursement grant would be tracked in accordance with good cash management principles. The costs incurred shall include only expenditures related to the project and grant period as identified in the Grant Agreement. Requests for Reimbursement for allowable cost will include invoice, non-negotiable check and cleared check as backup.

All documents that support the reimbursement will be retained by Hardee County for 5-years following project completion.

TAB "08"

Public Use

The project provides direct public benefit through the creation of publicly accessible recreational open space and beautification improvements on currently underutilized land. The improvements will support passive recreation, community interaction, and enhanced pedestrian accessibility while complementing adjacent public facilities and infrastructure.

The project is intended for use by residents, visitors, and employees of nearby governmental and civic facilities.

TAB "09"

Project Feasibility and Implementation Schedule

The Hardee County Board of County Commissioners anticipates proceeding with the proposed US 17 Civic Pocket Park and Public Open Space Improvement Project beginning October 1, 2026, contingent upon grant award and final interagency coordination.

The project is considered feasible due to existing coordination between Hardee County, FDOT, the City of Wauchula, and the Hardee County Sheriff's Office, as well as the compatibility of the proposed improvements with the surrounding civic development and existing stormwater infrastructure.

The anticipated project schedule is as follows:

Project Phase	**Estimated Timeline**	**Estimated Cost**
Grant Award / Project Authorization	October 2026	N/A
Conceptual Site Planning and Preliminary Coordination	October – November 2026	$22,000
Engineering and Landscape Architecture (Calculations and Construction Drawings)	December 2026 – February 2027	$103,000
County and FDOT Permit Coordination	February – April 2027	$25,000
Procurement and Contractor Selection	TBD	TBD
Construction Mobilization and Site Preparation	TBD	TBD
Installation of Site Improvements and Landscaping	TBD	TBD
Final Inspection and Project Completion	TBD	TBD
Public Opening and Ongoing Operations	TBD	N/A

Anticipated Major Project Activities

Major project activities are anticipated to include:

- Preliminary site planning and coordination;
- FDOT right-of-way and drainage coordination;

- Engineering calculations and preparation of construction drawings;
- Landscape architecture and site enhancement design;
- County and FDOT permit coordination and approvals;
- Procurement and contractor selection;
- Installation of pedestrian amenities, landscaping, and passive recreational improvements;
- Final site stabilization, inspections, and project close-out activities.

Upon completion, the Hardee County Board of County Commissioners will own, operate, and maintain the project as a long-term public amenity and civic enhancement project.

TAB "10"

Permits

FDOT Right-of-Way Authorization

County Site Development Review

Stormwater/Drainage Review

Environmental Review (if required)

Utility Coordination Approvals

Construction Permits

TAB "11"

Operating Budget

The project's projected operating budget will account for a minimum three-year period following installation and will include the recurring costs necessary to maintain the site in a safe, clean, and functional condition. Anticipated annual operating expenses will include routine landscape maintenance services, regular irrigation system inspection and repair, ongoing trash pickup and disposal, and maintenance of proposed site furnishings (benches, trash receptacles, bicycle racks, shade structures) and proposed parking.

Based on National Recreation and Parks Agency (NRPA) best practices and standards for a passive two-acre park with a paved walking trail and limited planting, it is assumed the operating costs would be $0.03 of every capital improvement construction dollar. Based on initial programming concepts for the site, it was determined that this could be around $10,000 of operating costs annually. Over the first three years this would be $30,000. It is anticipated that Year 1 will have the highest operating costs to account for irrigation and hand watering to establish the planting palette, which includes sod, trees, and shrubs.

TAB "12"

Conflict of Interest

Donald Chancey, Hardee County Board of County Commissioners, District III
Russell Melendy, Vice-Chair, Hardee County Board of County Commissioners, District IV
Tim Wells, Hardee County Board of County Commissioners, District I
Noey Flores, Chair, Hardee County Board of County Commissioners, District II
Kenny Miller, Hardee County Board of County Commissioners, District V
Terry Atchley, County Manager, Hardee County Board of County Commissioners

Hardee County
FLORIDA

COUNTY MANAGER'S OFFICE

BOARD OF COUNTY COMMISSIONERS

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CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: The Development Group

From: Hardee County Board of County Commissioners

Subject: Request for Pocket Park

Date:

Dear Board Members,

The Hardee County Board of County Commissioners respectfully submits this grant application requesting financial assistance for the US 17 Civic Pocket Park and Public Open Space Improvement Project.

This project is intended to enhance publicly accessible open space and corridor beautification opportunities adjacent to the proposed Hardee County Sheriff's Office and Jail facility along the U.S. Highway 17 corridor in Wauchula, Florida. The project supports the County's ongoing efforts to improve public infrastructure, strengthen community amenities, and promote long-term civic investment within the project area.

The proposed improvements include conceptual planning, engineering and landscape architecture services, permit coordination, and associated site enhancement activities necessary to facilitate development of the public open space area.

The anticipated pre-construction project cost totals approximately $150,000. Should there be any questions or requests for additional information, please feel free to contact the Hardee County Board of County Commissioners or the Community Development Department.

Your favorable consideration of this request is sincerely appreciated.

Sincerely,

Terry Atchley
County Manager
Hardee County Board of County Commissioners

TEAM HARDEE

EDA Pocket Park Application

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
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2026-05-27 - 8:39:27 PM GMT

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