Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

May 21, 2026, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

- Invocation provided by Mark Cintron

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of August 7, 2025, at 8:30 a.m.
BCC Regular Meeting Minutes of August 21, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of January 8, 2026, at 5:30 p.m.
- Motion to approve the meeting minutes as presented.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Casey Dasher, Public Safety Director** - EMS Week

7. CONSENT AGENDA

Motion to approve the Consent Agenda Items A-L as presented.

A. Motion to approve the budget amendments as presented.

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

C. Motion to approve the submission and acceptance of the Florida Department of

Transportation District One Priority Project Program grant application for West Main Street resurfacing from State Road 64 to Griffin Whidden Road in the amount of $2,780,448.48; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for the grant application and agreement.

D. Motion to approve the submission and acceptance of the Florida Department of Transportation, Transportation Alternatives Set-Aside Program Funding Application for Martin Luther King Jr Avenue sidewalk project in the amount of $1,430,044.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

E. Motion to approve the submission and acceptance of the Florida Department of Transportation, Transportation Alternatives Set-Aside Program Funding Application for Altman Road, Stenstrom Road and South Florida Avenue sidewalk project in the amount of $1,857,081.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

F. Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program Application for Pool Road Segment 1in an amount not to exceed $2,266,223.53; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.

G. Motion to approve the submission and acceptance of the Florida Department of Transportation Rural Roadway Assistance Consolidated Funding Application for Pool Road Segment 2 milling and resurfacing project in the amount of $2,174,030.77; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

H. Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program grant application for Ten Mile Grade Road Segment 3-1 in the amount of $2,609,271.35; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.

I. Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program Grant Application for Ten Mile Grade Road Segment 3-2, in the amount of $2,594,612.52; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

J. Motion to approve Resolution 2026-34, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission and acceptance of a grant application to the Florida Fish and Wildlife Conservation Commission under the Florida Boating Improvement Program for the Pioneer Park boat ramp and supporting facilities development; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement; and providing an effective date.

K. Motion to approve Amendment #4 to the United States Department of Agriculture Lease

Agreement; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

L. Motion to approve the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement ARW07 Amendment #11; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

8. PRESENTATIONS

A. **Dawn Page, City of Bowling Green** - Bowling Green CRA Annual Report

B. **Kelley Klepper & Bo Conerly, Kimley Horne** - Hardee County Government Center & Resiliency Hub Master Plan

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. BUSINESS AGENDA - Ordinances:

A. **Sarah Johnston, County Attorney** - Ordinance 2026-05 - Amending ULDC

- Motion to approve the first reading of Ordinance 2026-05, an Ordinance of the Board of County Commissioners of Hardee County, Florida, amending Article I of the Unified Land Development Code of Hardee County to add Section 1.04.03 to provide for cost recovery for the actual cost of review of certain land development applications; providing for repeal, conflicts, severability, codification and for an effective date.

B. **Sarah Johnston, County Attorney** - Ordinance 2026-06 - Amending Chapter 2

- Motion to approve the first reading of Ordinance 2026-06, an Ordinance of the Board of County Commissioners of Hardee County, Florida, amending Chapter 2 "Administration" of the Hardee County Code of Ordinances to add Article IV "Cost Recovery" to establish a cost recovery program providing for reimbursement of the cost of review of certain land development applications; providing for repeal, conflicts, severability, codification and for an effective date.

11. BUSINESS AGENDA - Action Items:

A. **Bobby Keene, Capital Projects Manager** - Artificial Intelligence (AI) Steering Committee & Policy

- Motion to approve and adopt the Artificial Intelligence Committee Charter and Use Policy as presented.

B. **Lane Schneider, Emergency Management Director** - Interlocal Agreement with CFRPC for Small Quantity Generators of Hazardous Waste Assessment

- Motion to approve the interlocal agreement between the County and the Central Florida Regional Planning Council to perform the Small Quantity Generators of Hazardous Waste Assessment in the amount of $36,225; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

C. **Lane Schneider, Emergency Management Director** - MOA with FDEM for Transfer of Equipment (boat & boat trailer)

- Motion to approve the Memorandum of Agreement between the Florida Division of Emergency Management and the County for the transfer of a 1548 Yamaha G3 3-person flat bottom boat with Yamaha 1548 boat trailer; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

D. **Casey Dasher, Public Safety Director** - Hardee County Fire Rescue Strategic Plan ILA with CFRPC

- Motion to approve the Interlocal Agreement between the County and the Central Florida Regional Planning Council for the Hardee County Fire Rescue Five Year Strategic Plan in the amount of $15,000; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

E. **Christopher Simpron, Assistant County Manager** - Center Hill Bridge Change Order 1&2

- Motion to approve Change Order 1 & 2 between the County and Chastain-Skillman, Inc. for the Center Hill Road Bridge/Culvert in an amount not to exceed $13,116.80; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

F. **Christopher Simpron, Assistant County Manager** - Resolution 2026-31 - RFQ 26-002 A&E Services for HCSO

- Motion to approve Resolution 2026-31, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to Request for Qualifications 26-002, professional architectural and engineering services for the Hardee County Jail and Multi-Purpose Government Facility; and authorizing the County Manager to enter into negotiations with the top-ranked firm and if unable to negotiate a fair, competitive and reasonable agreement to negotiate with the next highest ranked firm; providing for authorization; and providing for an effective date.

G. **Jorden Eisenstein, Planner I** - Resolution 2026-32, FDOT Transfer of Property (ROW S of proposed HCSO for public recreational use)

- Motion to approve Resolution 2026-32, A Resolution of the Board of County Commissioners of Hardee County, Florida, requesting the Florida Department of Transportation prepare and enter into a transfer of property by public purpose quit claim deed to Hardee County, Florida.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- May 25, 2026 - County Offices Closed in Observance of Memorial Day
- June 4, 2026 - BOCC Meeting at 8:30 am
- June 4, 2026 - BOCC Resthaven Meeting at 5:30 pm (Agri-Civic Center)

17. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Minutes for Approval
AGENDA SECTION:	**MINUTES FOR APPROVAL**
SUBJECT:	BCC Regular Meeting Minutes of August 7, 2025, at 8:30 a.m. BCC Regular Meeting Minutes of August 21, 2025, at 8:30 a.m. BCC Workshop Session Minutes of January 8, 2026, at 5:30 p.m.
SUGGESTED ACTION:	- Motion to approve the meeting minutes as presented.

ATTACHMENTS:
2025-08-07 Minutes BCC RM.pdf
2025-08-21 Minutes BCC RM.pdf
2026-01-08 Minutes BCC WKS.pdf

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

August 7, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Joley Pleger	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:30 a.m.

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

Chair Melendy announced Pastor Wendell Smith would not be attending the meeting and Agenda Item 8C would be removed from the agenda.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Flores and second by Commissioner Miller to approve the agenda with the change of deleting 8C.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

County Attorney Johnston advised an email was sent at the request of Commissioner Wells for the addition of an agenda item. Commissioner Wells requested the addition of an agenda item for a resolution adding each of the Commissioners to the IDA (Industrial Development Authority) Board. County Attorney Johnston advised the resolution would be added under the Business Agenda Item 11, if approved.

Chair Melendy questioned whether it was the best approach to add an agenda item that might generate a lot of public input without the item first being advertised.

Commissioner Wells felt this was the best time considering the changes occurring with the IDA Board; he expressed that this would give the Board more oversight.

Commissioner Miller noted the agenda has been set and a reconsideration of the motion approving the agenda would need to be requested.

County Attorney Johnston advised the Board could deviate from their procedures by Board consensus; she noted the item in question has no specific advertisement requirements.

Chair Melendy expressed understanding of the procedure, but felt as much public notice as possible for something that would generate opinion would be good.

Commissioner Chancey requested to add the item as Business Agenda Item 11J.

Motion by Commissioner Chancey and second by Commissioner Flores to amend the original motion.

Motion carried 4 to 1.
Ayes – Wells, Flores, Chancey, and Melendy
Nay – Miller

Chair Melendy called for a motion to approve today's agenda with the deletion of Agenda Item 8C and the addition of Agenda Item 11J.

Motion by Commissioner Chancey and second by Commissioner Wells to accept the amended agenda with the two items.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of October 17, 2024, at 8:30 a.m.

Motion by Commissioner Miller and second by Commissioner Flores to approve the minutes as presented by the Clerk.

Chair Melendy called for further discussion.

Commissioner Chancey noted that he had talked with the county attorney and had a concern to raise during the Commissioner comments portion of the meeting.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments.

The following persons addressed the Board:

Ms. Laura Bostick

Tourism & Marketing Manager Lacey Webb provided the following updates to the Board:

- The Road & Bridge Department is hosting a Bike Rodeo on August 8, 2025.
- On Saturday, August 10, 2025, a Back-to-School Bash will be hosted by the Fire Department at the Civic Center.
- The ribbon cutting for the Magnolia Manor Park Playground will be on August 20, 2025, at 9:00 a.m.
- She updated the Board on new animals arriving at the Pioneer Park Wildlife Refuge including a bear, two bobcat kittens and a Serval kitten.

Chair Melendy called for any further public comments.

Commissioner Wells asked to speak in response to Ms. Bostick's comments. He stated that he has heard similar reports from several people. He directly asked Assistant County Manager Baber if he was released from previous employment at Mexico Beach and Crystal River for this type of stuff (related to Ms. Bostick's comment). Assistant County Manager Baber responded to the negative.

Ms. Renee Wyatt

Commissioner Wells responded to Ms. Wyatt's comments, noting that he has spoken to County Manager Atchley in regard to multiple employees who have been released, fired, or coerced to leave county employment.

Chair Melendy called for any further comment on non-agenda items. None given.

6. PROCLAMATIONS

No proclamation items were presented.

7. CONSENT AGENDA

Chair Melendy presented the Consent Agenda and requested the pleasure of the Board.

Motion by Commissioner Miller and second by Commissioner Wells to approve the Consent Agenda as presented.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

A. Motion to approve Resolution 2025-65, a resolution of the Board of County Commissioners of Hardee County, Florida, ratifying and approving entrance into an interlocal agreement with other governmental participants for purpose of cooperative purchasing services with Equalis Group, LLC, for procurement of competitively solicited goods and services pursuant to Section 163.01, Florida Statutes; providing for authorization and providing for an effective date.
B. Motion to ratify the notification of non-renewal to SBA Communications Corporation for antenna site lease number SSL-T0280-0065000101 in Zolfo Springs effective September 30, 2025; authorizing the Chair or County Manager to execute any documents, in furtherance thereof.

8. PRESENTATIONS

A. Legislative Annual Update:

Representative Kaylee Tuck presented the annual legislative update. She highlighted the $36 million in State Appropriations designated for Hardee County. Representative Tuck noted that the budget for the state of Florida experienced a decrease for the second year in a row. For the upcoming year, property taxes will be a big conversation, and the input of the Board is encouraged; CRA/TDC was a big conversation that did not pass and will likely be discussed again. Representative Tuck informed the Board that there was a lot of big legislation that passed related to farming and agriculture; she offered to answer any questions regarding this legislation.

Chair Melendy called for any questions from the Board.

Commissioner Wells noted that he did not have any questions, but thanked Representative Tuck for the hard work done at the state level. He expressed his appreciation for how this is benefiting Hardee County.

Commissioner Chancey expressed his thanks for the appropriations received by the county.

Commissioner Wells expressed similar sentiments for the representation in Tallahassee.

Representative Tuck briefly overviewed her history as Hardee County's representative. She noted that she fought against bills that took away home-rule power because of the way Hardee County is run; she highlighted the great working relationship between the County and the CRA/TDC and praised County Manager Atchley's long-term strategic plan.

Chair Melendy expressed his appreciation for the work done by Representative Tuck in Tallahassee on behalf of Hardee County.

B. The Development Group Monthly Update:

Chief Operating Officer, Sarah Evers, presented a monthly update to the Board. She highlighted the Gardens at Midtown Project, noting that downtown residential development has become a hot topic that is valued by the IDA (Industrial Development Authority). The property for this project is slated to be used for residential property and townhomes to contribute to a walkable community. The development has gone out for an RFQ (Request for Quotation), and a developer is being sought for the project; Rural Infrastructure State grant funds in the amount of $1.4 million will fund the design and construction of a parking lot to serve both the development and downtown. One response to the RFQ has been received;

the IDA Board will review the committee's recommendation and hear a presentation from the interested developer at its upcoming meeting.

Downtown Revitalization: Ms. Evers presented a vision which was directly influenced by the State of the County meeting and the Development Group's annual meeting, in which downtown revitalization can impact the community in big ways without a big price tag. She also highlighted the idea of "love notes" for your community which help to inform the vision and projects; Building a Vibrant Community class participants and alumni are being encouraged to take ownership of improving the community. The alleyway project is in the design phase and is expected to be the first of several similar initiatives supported through a designated Building a Vibrant Community (BVC) budget line.

Chief Administrative Officer, Kristyn Chapman, reported a strong engagement from participants in its BVC classes and noted that these programs have broadened communication with community members beyond those typically involved in county meetings and generated an interest in those people who have an interest in an economic future for future generations. She noted that The Development Group has a dual purpose of communicating with the community and recruiting/promoting new businesses. Ms. Chapman reviewed marketing performance metrics: Facebook impressions remained strong, exceeding 75,000 in July, and LinkedIn advertising efforts have become more targeted to reach business decisionmakers likely to expand into Florida, specifically companies that are interested in relocating and expanding into the eastern side of the U.S.

Regional partnerships were emphasized as a critical component of economic development. The Development Group is strengthening ties with neighboring counties, including Polk County, and collaborating with organizations such as Winter Haven EDC. A recent example included securing FARO grant funding for a downtown study led by Main Street Wauchula, which brought together diverse stakeholders to discuss retail leakage, opportunities, and long-term community visioning. This is a way that The Development Group is an economic broker in Hardee County.

The update concluded with an invitation to an upcoming event on August 28, 2025, at 6:00 p.m., featuring D.C. Reeves, Mayor of Pensacola, who will also speak at a Chamber Lunch & Learn and the evening reception for BVC alumni and others. Ms. Chapman offered to answer any questions from the Board.

Chair Melendy called for any questions from the Board.

Commissioner Flores asked for an update on the Bostick Road development.

Ms. Evers noted that the IDA Board reviewed the responses and are in negotiations with an interested developer. A contract with Southern Homes partnering with local developers Rhino Construction and Barkdoll Development will be brought before the Board.

Commissioner Flores asked about the price range for the new homes. Ms. Evers noted that the price range will be determined by contract negotiations and will be based off of the developer's plan.

Commissioner Wells asked for an update on Debut Development and timeline for completion. Ms. Evers explained that the construction process is ongoing with an estimated completion timeline for January 2026.

Commissioner Chancey raised a zoning-related concern regarding the long-term use of a commercial property currently leased to a container company. He disclosed that he performs drawing work for the company, but clarified that his question was unrelated to that role. His primary concern centered on the two corner out-parcels adjacent to the main building. He cautioned that if one of those parcels were sold, the remaining site might no longer have adequate parking to support a future large commercial tenant—particularly if the current tenant were to leave and a 50,000-square-foot retail-type operation sought to occupy the space.

Ms. Evers responded by outlining the current status and long-term vision for the property. She explained that the site has always been intended for a "higher and better use" due to its prime commercial location. The existing tenant holds a 10-year lease with approximately four and a half years remaining, along with an option to purchase the property at any time during the lease term. If the tenant does not exercise that option, it will be up to the board to decide whether to extend the lease or pursue other uses.

Regarding the out-parcels, the presenter clarified that although they have been prepared for marketing, there are currently no offers or contracts pending. This leaves ample time for strategic planning to ensure the property's long-term viability.

Commissioner Chancey reiterated that his concern was hypothetical but important—if an out-parcel were sold, the remaining site might not meet parking requirements for a future large-scale commercial user. The concern was acknowledged and it was noted that future planning efforts would account for such considerations.

Ms. Chapman informed the Board of a U.S. Highway 17 Corridor Study being conducted with community members and stakeholders/owners along U.S. Highway 17 for the purpose of identifying what the community wants and would give the best view of this corridor.

Chair Melendy expressed his appreciation and thanked Ms. Evers and Ms. Chapman for the update.

~~***C. Cutting Edge Ministries Program Overview:***~~ ***Agenda Item 8C was removed from the agenda.***

~~Pastor Wendell Smith~~

9. BUSINESS AGENDA - Quasi-Judicial Items:

No business agenda quasi-judicial items were presented.

10. BUSINESS AGENDA - Ordinances:

No business agenda ordinances were presented.

11. BUSINESS AGENDA - Action Items:

A. CliftonLarsonAllen – Hardee County, Florida, Audit Presentation Year Ended September 30, 2024:

Julie S. Fowler, CPA, MAcc, Signing Director with CliftonLarsonAllen, presented a high-level summary of the County's audit report. Matt Finelli, another director with CliftonLarsonAllen, was responsible for the day-to-day completion of the county audit and was available to answer any questions.

Ms. Fowler opened by stating that CliftonLarsonAllen issued:

- A countywide financial statement audit
- Individual audits for each constitutional officer
- A Single Audit covering major federal and state grant programs
- A Management Letter and Examination Report outlining procedures required by the state

She noted that the audit was performed under government auditing standards, which require a higher level of scrutiny than commercial audits. The audit presents an unmodified opinion of the county's financial statements in accordance with GAAP (Generally Accepted Accounting Principles). For the report on internal control (government auditing standards), no opinion was issued on the county's internal control, but two internal control findings were identified. For the single audit of federal and state grants, an unmodified opinion was issued on all three major programs tested; the county is in compliance with those grants.

Ms. Fowler presented a summary of the findings, noting that Internal Control Findings (Financial Reporting) revealed errors in preparation and completion of financial statements; there were also errors in preparing the Schedule of Expenditures of Federal Awards (grant schedule). Both of these were considered clerical in nature and required corrections before the clean audit opinion could be issued. Two grant-related findings were reviewed:

Disaster Assistance Grants:

- County had already identified concerns with a contractor and terminated the contract
- Audit found the administrative cost matching requirement was miscalculated
- Recommendation: strengthen internal controls to catch such issues earlier

State Hurricane Recovery Grant:

- Reports submitted to the state contained errors
- Reports were not reconciled to accounting records

- Recommendation: implement additional review procedures before submission

Highlights from the required governance letter regarding how the audit went included:

- No new accounting standards implemented this year
- No difficulties with management during the audit
- No disagreements on accounting or auditing matters
- No consultations with other auditors noted

Financial Trends and General Fund Highlights (FY 2024):

- The general fund composition includes Board of County Commissioners, Constitutional officers, Emergency disaster fund, and several smaller funds.
- Revenue trends highlighted a significant increase in revenue over the past three years; this was driven by recurring tax revenue growth as well as one-time items, including: ~$4.8 million in state disaster recovery loan proceeds and a change in how ~$5 million in Mosaic Fertilizer, LLC (Mosaic), funds are routed now through the general fund.
- Expenditure trends noted that Hurricane Ian-related costs decreased in 2024 and Mosaic pass-through funds increased expenditures correspondingly.

Ms. Fowler highlighted the overall financial position, noting FY 2024 was a very strong year for the general fund. The total fund balance of ~$22 million with ~$5 million restricted for disaster recovery and the remaining ~$17.5 million unassigned and available for Board appropriation. These figures reflect FY 2024; the county is already well into FY 2025 budgeting.

Chair Melendy thanked Ms. Fowler for her report and called for questions or comments from the Board.

Commissioner Wells inquired of County Manager Atchley whether a county employee reviews the grants prior to submission and reporting. County Manager Atchley affirmed that the grant schedule is one of the things addressed by the audit; staff have taken steps to correct the identified shortcomings and weaknesses in reporting and reviewing.

Commissioner Miller expressed his appreciation for the report; he inquired about the response to repeat findings and whether there is a proposal to add staff to help with this concern. County Manager Atchley responded to this question, noting that the pending budget workshops present the addition of a staff member on the Clerk's side as well as restructuring in the grants and budget departments. He emphasized staff are actively working to improve the process and add people as needed in the right places.

Commissioner Miller affirmed that with the rapid growth of grants in the county budget the addition of staff to administer and track the grants is needed. He inquired about the $36,000 disallowed cost and whether this would be paid by the county. Staff noted the disallowed cost is specific to the disaster assistance grant and FEMA (Federal Emergency Manager Agency). Assistant County Manager Baber explained that the costs were included inside of work done by a contractor the county hired. Staff is actively working to resolve this situation.

Chair Melendy called for any further questions from the Board. None noted. He thanked Ms. Fowler, expressing his appreciation for the work done on the audit.

Ms. Fowler extended thanks to the Clerk and her staff as well as the County Manager and his staff for their assistance throughout the audit.

Chair Melendy called for a motion to approve the audit.

Motion by Commissioner Wells and second by Commissioner Chancy to approve the audit ending September 30, 2024, as presented by CliftonLarsonAllen.

Chair Melendy called for further discussion. None given.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

B. Hardee County Sheriff's Office - State of Florida Department of Management Services Grant Agreement (S27-25-07-16) for Prepaid Next Generation 911 (NG911) Grant Program for $359,841.42:

Michelle McCreery, Hardee County Sheriff's Office, informed the Board that the Sheriff's Office had been chosen to receive the Prepaid Next Generation 911 Grant; she noted that out of 37 applications only four grants were awarded.

Chair Melendy called for any questions or comments from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the acceptance of the State of Florida Department of Management Services Grant Agreement S27-25-07-16 for Prepaid Next Generation 911 (NG911) Grant Program in the amount of $359,841.42; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for further discussion. None given.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

C. Resolution 2025-64 – Florida Department of Transportation (FDOT) Ten Mile Grade Supplemental Agreement #2 (Contract Number G2K97):

Assistant County Manager Simpron reviewed for the Board the history of this project, noting that a reduction in the eastern side of the Ten Mile Project had been approved in the fall of 2024 and funding was reallocated to the western segment from Scarborough Road to Bridge 064120. He stated that the original funding for the project was granted pre-Covid and is not enough to complete the project; therefore, funding is being reallocated from the eastern portion to the western segment in order to fully fund that portion. Assistant County Manager Simpron explained that there was an error on the part of FDOT (Florida Department of Transportation) in that they only reallocated $0.8 million instead of $0.9 million. The new fiscal year for the state began on July 1st and so the remaining balance of $113,000.00 is now being moved to completely fund the western segment.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve Resolution 2025-64, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Contract Number G2K97 Florida Project Identification Number 445076-1-54-01 with the Florida Department of Transportation for the design and construction for Ten Mile Grade from Scarborough Road to Bridge 064120; providing for severability, and providing for an effective date.

Chair Melendy called for further discussion.

Assistant County Manager Simpron noted that the designs for the project are completed, and construction is ready to begin as soon as Board approval is received.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

D. S-Works Construction Corporation - Pioneer Park Bathhouse Project:

Capital Projects Manager, Bobby Keene, presented a request for approval of an agreement with S-Works Construction for the construction of a bathhouse at Pioneer Park. He reviewed the procurement details, history, and timeline, noting that contract R10-1166D was awarded to S-Works on July 1, 2024, as part of the job order contract with Equalis Group Intergovernmental Cooperative Purchasing Agreement.

Staff is recommending approval for the County as a member of the National Equalis Group Cooperative to utilize the services provided by S-Works Construction for the bathroom construction for an amount not to exceed $216,819. The Pioneer Park Bathhouse Project will require the services of a general contractor for site work and installation of components.

Chair Melendy clarified that this project is being funded by the EDA (Economic Development Authority). Manager Keene affirmed that EDA funds for park improvements are covering the project costs.

Chair Melendy called for questions from the Board.

Commissioner Chancey confirmed that the actual bathroom building is a prefab. Manager Keene affirmed this and explained that a general contractor is needed for site work. The funds for this project are for site work and installation of a lift station to handle any sewer requirements; the sewer will be tied into the rest of the park.

Chair Melendy called for any additional questions. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the agreement between the County and S-Works Construction Corporation for the construction of the Pioneer Park Bathhouse in the amount not to exceed $216,819.00; in substantially the attached form, subject to the approval of the County Attorney, and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for further discussion. None noted.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

E. Resolution 2025-66 - Hardee County IDA Asset Donations:

Capital Projects Manager, Bobby Keene, informed the Board that Ashley Derringer, Utilities Superintendent, was present to answer any questions specific to the utilities project. He reported that the Hardee County Commerce Park 2 Lift Station has been completed as part of the Commerce Park expansion. The project, valued at $222,442, was funded by the Industrial Development Authority (IDA).

The lift station provides centralized sanitary sewer service for the Commerce Park expansion area. Wastewater from the station is pumped to the Wauchula Hills Wastewater Treatment Facility in compliance with Florida Department of Environmental Protection (FDEP) requirements.

The station was completed and placed into service in September 2021. It is currently operated by the Hardee County Utilities Department. No additional installation costs are anticipated. The lift station has been incorporated into the department's preventative maintenance program, with an estimated annual operating and maintenance cost of $2,200, which is already included in the department's budget.

County staff are recommending approval of this resolution.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Wells and second by Commissioner Miller to approve Resolution 2025-66, a resolution of the Board of County Commissioners of Hardee County, Florida, ratifying and approving the acceptance of the donation to the county for a valid public purpose; authorizing the expenditure of the donations for the identified use; providing for an authorization and providing for an effective date.

Chair Melendy called for further discussion. None noted.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

F. Fixed Asset Transfer and Disposal:

Budget Manager, Diane Moore, presented the following list of fixed asset items for transfer and disposal.

Transfers include:
- 2007 Chevy Silverado from Purchasing to Fleet Maintenance
- 2020 Ford Explorer from Parks & Rec to Fleet Maintenance for Admin/ Carpool vehicle
- 2022 Chevy Traverse from Management & Budget to Parks & Rec
- 2018 Generac generator from Hardee County Sheriff's Office to the BOCC
- 2005 Volvo kd175 generator from Hardee County Sheriff's Office to the BOCC

Assets to auction include:
- 1991 white D4800
- 2007 Chevy Trailblazer
- 2008 Jeep Grand Cherokee

Assets being requested for disposal to Solid Waste included a list of CPU and computer equipment.

Chair Melendy called for any questions related to these items.

Commissioner Miller asked for clarification regarding the maintenance costs for vehicles being retired for auction. Budget Manager Moore affirmed that the costs listed are year-to-date.

Chair Melendy called for further discussion. None given.
Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the fixed asset transfers and disposals as presented.

Chair Melendy called for further discussion. None noted.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

G. Operating Budget Amendments:

Budget Manager, Diane Moore, presented two operating amendments to the Board.

The first amendment provided for increasing the county attorney fees by $75,000 from $170,000 to $245,000 by moving money from the general fund contingencies.

The second amendment request was for increasing landfill - other salaries by $55,000; $25,000 will come from insurance proceeds with the remaining $30,000 from solid waste contingencies.

Chair Melendy called for any questions.

Commissioner Flores inquired about the solid waste contingency fund and if that money could be spent on this type of expense (salary). County Manager Atchley confirmed that the contingency money is not encumbered and can be used for this purpose, but staff must have Board authorization for the spending. He noted that the Solid Waste Closure funds must be spent in a specific way, but the contingencies are built in to be used at Board discretion.

Commissioner Chancey asked for an overview or explanation of the $55,000 increase for landfill salary. Budget Manager Moore noted that it was related to the litigation that recently came before the Board.

Commissioner Miller inquired of County Attorney Johnson for more information regarding the increases in legal expenses. County Attorney Johnston explained that the majority of the fees are related to either the significant code amendments that have been prepared or the increased work related to procurement items and additional appropriations. She offered to prepare a breakdown of the fees for the next meeting.

Commissioner Miller noted this would not be necessary, but inquired if there is a way to lower the attorney costs and asked for more information as to whether the costs reflect only the attorney's billable time or paralegals. County Attorney Johnston responded to this inquiry and noted that she has recommended to the county manager that the option of a consultant be explored for procurement.

Commissioner Miller questioned if in the future this type of contract work would be able to be expedited as the county gains experience with this type of work. County Attorney Johnston explained that procurement involves a large learning curve; she emphasized that updating policies related to procurement will help, but each situation is unique and the scope of work must be thoroughly reviewed.

Commissioner Miller inquired if the strategy going forward is to have better qualified staff assisting with the procurement process. County Manager Atchley explained that after advertising the procurement position statewide for several weeks, the role was filled internally and seems to be working out well.

Commissioner Melendy noted that the Board individual meetings and conversations with County Attorney Johnston are covered under the normal scope of her work. He inquired about the email received this morning with a specific resolution to be added to the agenda and whether this is billed separately. County Attorney Johnston explained the billing process and noted that time spent researching or preparing things for the Board is billable; however, she explained that if there is no consensus from the Board on a topic then she does not devote a lot of time to researching that particular topic.

Chair Melendy called for other discussion or questions from the Board. None presented.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to approve the operating amendments as presented.

Chair Melendy called for further discussion. None noted.
Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy recessed the meeting at 9:50 a.m.
Chair Melendy reconvened the meeting at 10:00 a.m.

H. Florida Department of Environmental Protection (FDEP) Grant Agreement for Phase 7 Regional Wastewater Improvements:

General Services Director, Lorie Ayers, addressed agenda item 11H regarding the FDEP grant agreement for Phase 7 of the regional wastewater improvements. Director Ayers explained that the meeting was focused on a grant agreement for the Wauchula Hills Wastewater Expansion Project. She highlighted that the project had been awarded more funding than initially applied for, expressing satisfaction with this outcome. When asked about potential questions from the board, Director Ayers stated that there would be no need for the Board to revisit or amend anything, as all matters were clearly documented and in writing.

Chair Melendy opened for a motion.

Motion by Commissioner Wells and second by Commissioner Chancey to accept the Florida Department of Environmental Protection Grant Agreement QG038 for Hardee County Phase 7 Regional Wastewater Improvements in an amount not to exceed $3,385,120.44; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

County Manager Atchley addressed the Board, highlighting the importance of regional relationships and partnerships for the continued success of Hardee County. He specifically commended Mr. Bobby Keene, the capital project manager, for his persistence in securing funding for a project that had initially lacked resources. County Manager Atchley noted that Manager Keene's dedication, inspired by Mr. Simpron's oversight, resulted in the allocation of $3.3 million from the FDEP, which had initially resisted Manager Keene's requests.

I. Florida Department of Law Enforcement (FDLE) - JAG24 Direct Funding Grant Application:

General Services Director, Lorie Ayers, informed the Board that the item presented is the annual Direct JAG allocation received through the Florida Department of Law Enforcement. She explained that these funds are traditionally passed through to the Sheriff's Office, which typically uses them to purchase new tasers. For 2024, the county has been awarded $3,174, and the required application has already been submitted prior to last week's deadline. Director Ayers noted that the purpose of this agenda item is to formally ratify and approve the submission. It was also noted a cash match to the funding was not required.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to ratify the submission and acceptance of the Florida Department of Law Enforcement JAG24 Direct Grant application in an amount not to exceed $3,174; authorizing the Chair or County Manager to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

Agenda Add-on Item 11J:

J. Resolution 2025-67 – Industrial Development Authority (IDA):

Commissioner Wells stated that before reading the resolution, he wanted to clarify that the intent was not to disrupt existing operations but to strengthen accountability. He emphasized that the Industrial Development Authority (IDA) plays a critical role in driving economic growth in Hardee County and should operate with the same transparency, oversight, and responsibility expected of any public entity. He noted that the current structure—where a nonprofit Economic Development Council acts on behalf of the IDA—creates a dual-board system that is overly complex, duplicative, and less transparent. As stewards of taxpayer funds, he said the Board has a duty to ensure that operations fall directly under public oversight. Commissioner Wells explained that the proposed restructuring would streamline governance by placing the IDA under the direct authority of five elected Commissioners, increasing accountability to the public. Additionally, up to five at-large members would be appointed to support the Board.

Commissioner Wells read the proposed resolution for the record.

Chair Melendy expressed concern regarding the manner in which the resolution was brought forward. He noted that the beginning of the meeting had been "a little bumpy" as efforts were made to add the item to the agenda, and although he agreed to include it out of respect for a fellow Commissioner, he emphasized that he had not previously seen or reviewed

the resolution before that morning. Chair Melendy stated that while the Board frequently speaks about accountability, public oversight, and transparency, the process used in this instance appeared inconsistent with those principles. He said the situation "felt like" an attempt to place an item on the agenda without adequate notice or discussion, and he was unaware of any prior conversations about restructuring the IDA or placing the BOCC directly on its board.
He further questioned why the county attorney had invested time drafting the resolution when the Board had not discussed the matter beforehand. Chair Melendy suggested that a workshop would have been a more appropriate venue, allowing for public input and a clearer understanding of the proposal before it was placed on the agenda. Because the resolution was presented to him for the first time that morning, Chair Melendy stated he could not support it at this time. He reiterated his willingness to have a discussion but maintained that the process appeared rushed and lacked the transparency the Board strives to uphold.

Commissioner Wells responded that there was "nothing sneaky" about the timing of the resolution, explaining that it was introduced due to ongoing developments involving the IDA and the associated Development Group. He stated that, given the changes underway, he believed it was an appropriate moment to bring the proposal forward so the Board could remain aligned with those developments. Commissioner Wells added that members of the public have expressed a desire for the BOCC to have a more direct role in the IDA's activities. He noted that the Board has previously discussed the need for greater involvement in decisions related to the use of public funds, particularly since the Commissioners are ultimately responsible for approving expenditures.

Chair Melendy clarified that he was not accusing Commissioner Wells of acting deceptively. Rather, he expressed concern that the *public perception* could be that the Board was attempting to move the resolution forward without adequate notice. He noted that the Board received an email the morning of the meeting—after the agenda had already been publicly advertised—and then was asked to consider a significant resolution that had not been previously discussed.
Chair Melendy stated that, under those circumstances, he could not support the item. He emphasized that transparency and public trust require giving the community ample opportunity to review and comment on proposals of this nature. He reiterated that the process appeared rushed and could be viewed as an attempt to introduce the resolution without sufficient public visibility, which he believed was inappropriate.

Commissioner Chancey stated that he had no objection to supporting the resolution. He recalled being present in 2009, while serving on the Planning and Zoning Board, when the original Mosaic agreement was presented. At that time, he said the agreement was accepted without public discussion, and a motion was made unexpectedly to allocate all funds—except the first $500,000—to the IDA. He further explained that he later discovered the county was not receiving the first $4 million annually as he had assumed. Instead, the county received only $500,000, while the remaining funds were sent directly to the IDA. Commissioner Chancey stated that when he asked the Clerk's Office for copies of the checks, he learned that the payments went straight to the IDA, which then issued a $500,000 check back to the county. He characterized that arrangement—not the current proposal—as lacking transparency. Commissioner Chancey concluded that having a formal resolution before the Board was not "sneaky," but rather a clear and open process. He expressed support for merging the boards to ensure greater oversight and accountability to the public.

Commissioner Miller stated that he had also received the materials that morning and had only been able to briefly skim the resolution and the accompanying restructuring briefing packet. He noted that the packet contained a substantial amount of information outlining the rationale for the proposed changes, but he was unsure who had prepared it and believed it required careful review before any action was taken. Commissioner Miller expressed that a public workshop would be the most appropriate next step if the Board wished to pursue the restructuring, as it would allow time for thorough evaluation and public input. He cautioned that taking action immediately—particularly a vote that could potentially pass—would be "dangerous territory" for the community and could undermine the trust and transparency the Board is working to build and expects from other organizations. For those reasons, he stated he could not support moving forward with the resolution at this time.

Commissioner Flores stated that he agreed some changes were necessary and noted that he had previously raised concerns after new commissioners took office, which prompted significant public interest. He explained that the ideas he had proposed at that time were "much more extravagant" than what was currently being considered, and he did not view the proposal for BOCC involvement on the IDA board as problematic—provided it was legally permissible, which he had already discussed with legal counsel. Commissioner Flores emphasized that he had been advocating for greater oversight and involvement since he was first elected, but had struggled to gain support because many believed the existing structure was functioning well. He then outlined several examples that had raised concerns for him:

- The purchase of the U.S. Highway 17 building, which he said was made without engineering review or adequate due diligence, resulting in unexpected costs such as rebuilding the front of one of the structures.

- The Bostic Road Development, where the Board had been told that funds would support affordable housing—initially discussed at approximately $175,000 per home. Commissioner Flores said he later heard indications that homes might instead range from $300,000 to $600,000, which he believed conflicted with the intent of providing attainable housing for local residents.
- He also expressed concern that funds designated for the Bostic Road Project were being spent on unrelated projects, without sufficient oversight because the BOCC was not directly involved in those decisions.

Commissioner Flores stressed that the community had repeatedly asked for the BOCC to have a greater role in overseeing IDA activities. While acknowledging that recent administrative changes had improved some processes, he maintained that past decisions had lacked transparency and accountability. He stated that he was not opposed to the proposed restructuring and viewed it as a reasonable compromise that would allow the Board to have a voice in how funds—approved by the BOCC—were used. However, he remained uncertain about whether the Board should vote on the resolution, expressing openness to public input while reiterating that he was not against the concept itself.

It was noted that the matter should be taken to a workshop so the Board could review the historical evolution of the IDA. The organization had gone through periods of inactivity in the past, often due to disagreements overboard leadership, and was later revived in the mid-2000s. Caution was given about moving forward without understanding past challenges leading to repeating earlier mistakes, and the importance of reviewing the IDA's history before making structural changes was stressed. It was also noted that operations had improved in recent years, emphasized that the Mosaic funds are legally tied to agreements with the Board of County Commissioners, and pointed out that the funds currently go directly to the IDA rather than through the Clerk's Office, leaving the BOCC with limited oversight. It also reiterated that the intent in supporting the proposal was not to discredit anyone involved with the IDA, but to ensure the Board had a meaningful role in decisions involving public funds and that because the BOCC signs off on these financial matters, it should also have a voice in how those funds are managed and allocated.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Wells and second by Commissioner Chancey that we accept Resolution 2025-67, a resolution of the Board of County Commissioners of Hardee County, increasing the members of the Hardee County Industrial Development Authority to provide for Ex-Officio and appointed members; providing for appointment and composition of members; providing for authorization, and providing for an effective date.

Chair Melendy called for further discussion from the Board.

Commissioner Flores noted his uncertainty regarding the timing of the matter under consideration. While indicating likely support for the proposal, he emphasized the importance of ensuring that the public is not excluded from the process. He stated that he would wait to hear public comments before forming a final position.

Commissioner Miller addressed the Board to clarify that Board members receive applications from individuals representing various sectors of the business community, including agriculture. He emphasized that the Board, as publicly elected officials, is responsible for selecting qualified individuals to serve and contribute to guiding the county's economic development efforts. He stated that the Board plays an active role in this process and that suggesting otherwise would be misleading. Commissioner Miller noted that, under recent leadership, the IDA has implemented increased transparency measures, including the creation of a strategic plan and expanded public involvement. He explained that the IDA follows established procedures for expenditures, undergoes regular audits similar to the county, and operates within the required standards to conduct business properly. He expressed concern that moving certain responsibilities directly under the Board could discourage businesses from coming to the county, particularly due to Sunshine Law requirements that could place sensitive negotiations fully in the public eye. He stated that the purpose of the EDC/IDA structure is to facilitate these discussions while maintaining appropriate transparency, with board-appointed members trusted to manage these responsibilities. Commissioner Miller further observed that bringing the matter forward for a vote without prior review or public notice created unnecessary haste. He expressed that a workshop setting would have been more appropriate, allowing time for public awareness, citizen input, and Board discussion before any vote. He reiterated that while he may ultimately support the proposal, the process appeared rushed and would benefit from additional deliberation.

There was continued discussion concerning:

- Using the Economic Development Authority Board as model or example of how to structure the Industrial Development Authority
- The appointment of applicants to serve on the IDA and the public's view that the Commissioners "stack the IDA"

- The impact of social media on citizen applications to serve
- Changing the current composition of the IDA
- Holding a Board workshop to further discuss the proposed resolution and to seek public input on the resolution

Chair Melendy called for public comment. The following persons addressed the Board:

Mr. Ken Evers
Dr. Syvia Collins
Ms. Renee Wyatt
Mr. Chris Idsardi
Mr. Lavon Cobb
Ms. Kristen Chapman
Mr. Lee Mikell

President/CEO of The Development Group, Denise Grimsley:

During the meeting, President and CEO Denise Grimsley requested permission from the Board to speak beyond the standard three-minute limit. County Attorney Johnston advised that the Board had discretion to extend her time, noting her direct involvement in the matter as the Development Group's President and CEO. Commissioner Flores expressed no objection, remarking that Ms. Grimsley's position effectively made her central to the agenda. With no opposition from the Board, Chair Melendy granted her additional speaking time.

Ms. Grimsley stated that she took the proposed resolution personally, referencing her 14 years in the legislature and explaining that while last-minute actions are legally permissible, they typically violate norms of transparency and proper decorum. She noted that she had not received a copy of the resolution—nor had the public—and therefore, had no opportunity to review or digest its contents. She questioned what had changed since recent conversations with Commissioners in which she believed the Board was supportive of the organization's direction. She referenced specific outreach efforts, including an unreturned call from Commissioner Wells and emails sent the prior day inviting individuals to participate in interviews for the four candidates under consideration as her replacement. She detailed the planned interview process, which included campus interviews, tours of key community locations, and a public reception to ensure community transparency. Addressing comments made by Commissioner Flores, Ms. Grimsley cautioned against sharing unverified rumors from the dais, emphasizing that statements by elected officials carry significant weight. She further clarified that while concerns had been raised about elected officials serving on independent boards, no Industrial Development Authority (IDA) in Florida had voting commissioners on its board; at most, they served as ex officio members or liaisons. Ms. Grimsley outlined several concerns about the proposal under consideration, arguing that seating commissioners as voting members of the IDA would undermine objective oversight, erode public representation and expertise, and increase risks of conflicts of interest. She noted that Commissioners already have authority to remove board members, and adding commissioners to the IDA would weaken checks and balances, reduce transparency, and diminish accountability to residents. She emphasized that the proposed changes conflicted with widely accepted governmental best practices and echoed the very concerns that have motivated legislative scrutiny of local governments. Ms. Grimsley argued that maintaining the IDA's autonomy ensures decisions are based on economic and community benefits rather than political influence. She warned that increased political control could damage public trust and create perceptions of insider dealings. In closing, Ms. Grimsley highlighted the organization's efforts since 2022 to increase transparency, collaborate with the state to secure additional funding, and comply strictly with Board-approved policies. She offered to brief commissioners individually to ensure clarity about ongoing work. She concluded by expressing pride in the organization's progress and reaffirming its commitment to openness and community accountability.

Commissioner Wells began by apologizing to Ms. Grimsley for not responding earlier, explaining that the timing of the agenda item was not intended as an "ambush." He expressed concern about the existing structure in which the IDA (Industrial Development Authority) receives funding and then transfers a portion to the EDC (Economic Development Council) to handle administrative functions. He questioned whether sufficient oversight existed once the funds moved from the IDA, noting that IDA funds are subject to specific legal requirements.

Ms. Grimsley responded that the IDA is not permitted to employ staff, which was the original reason for establishing the EDC (Economic Development Council) to administer certain functions. She explained that the EDC receives an annual administrative allocation, and both organizations operate transparently, with budgets reviewed publicly. She said public concerns often relate to how funds are spent, and she emphasized that the intent behind greater engagement with the

County Commission appeared to be increased transparency. She also reiterated that she felt blindsided by the timing of the resolution because she was not notified before it was submitted.

Commissioner Chancey agreed with Ms. Grimsley's earlier comments and noted that both she and others had acknowledged past projects that should not have proceeded. He stated that he did not view the resolution as adversarial, but rather as an effort to strengthen cooperation with the IDA and support economic growth. He emphasized the importance of working together professionally rather than through public conflict. While he had learned of the resolution only shortly before the meeting, he stated that he found it transparent and believed it represented an opportunity to collaborate.

Ms. Grimsley responded that cooperation with the Commission was already possible and noted that, in her experience, no prior resolution with such significant implications had been introduced with so little notice. She warned that the resolution could place the county at financial risk, especially regarding bonding authority, as the IDA was created specifically to insulate the county from liability related to certain large-scale projects. She argued that merging responsibilities could transfer risk to the county and noted that the structure separating elected bodies from appointed boards exists to ensure checks and balances. She also expressed concern that the proposal lacked precedent, that legal counsel had insufficient time to review it, and that the timing of the submission hindered proper evaluation. She stated that she was disappointed by the process and stressed her dedication to the organization's recent accomplishments, including securing appropriations, grants, and recognition from state agencies and regional planning bodies.

Commissioner Wells responded, disputing the suggestion that he had coordinated with anyone improperly and questioning references to past practices. He acknowledged that Ms. Grimsley had served as chair during a past project that had been criticized, noting that she had publicly accepted responsibility. He disagreed with her characterization that the proposed change would constitute a step backward and stated that existing contracts would remain unchanged. He questioned whether the state would have concerns but indicated that this was unknown.
Commissioner Flores acknowledged that some questions raised during the meeting could not be answered immediately. He affirmed his belief that both the County Commission and the IDA had consistently aimed to act in the county's best interest, though some past decisions could have benefited from additional research. He mentioned community concerns regarding property acquisitions and the resulting increases in real estate valuations, which complicate investment efforts for local individuals and private developers. While recognizing the professionalism of the IDA and EDC, he expressed reservations about the scale of real-estate investments and noted the substantial funding available to the IDA compared to similar organizations elsewhere in the state. He stated that he viewed the proposal as potentially beneficial, though he remained cautious about how the state might interpret the structural change. He favored increased conversation and collaboration between the Commission and the IDA, but agreed that legal counsel required time to evaluate both the positive and negative implications. He emphasized the need to move efficiently through the issue and avoid extended delays, given the ongoing changes and opportunities in the county. He concluded by noting that communication could always improve and that he hoped the discussion would be viewed as an opportunity rather than a setback.

Commissioner Chancey stated that he was attempting to find a compromise that would address concerns raised during the discussion. He asked whether the IDA and others involved would be agreeable to tabling the resolution and rescheduling it for a night meeting, where the public would have the opportunity to attend and comment. He explained that such a meeting would also provide additional time for both the Commission and the IDA to conduct further research. He reiterated that he did not believe the proposal had been presented in a manner lacking transparency, but acknowledged that if the perception existed, the best course would be to provide an open forum where all parties could be present and participate.
Commissioner Chancey added that he did not want the document to be discarded, as he believed much of it was useful and needed. He expressed willingness to hold a night meeting in the near future to allow for thorough discussion and to ensure the process moved forward efficiently.

Commissioner Wells stated that several concerns raised by Ms. Grimsley might have been avoided through earlier communication. He recalled speaking with her at a previous meeting about holding a joint session between the County Commission and the IDA Board, which he believed had been the intended purpose of the gathering where she presented to the Commission. He noted that, during that earlier conversation, she had explained that IDA board members were unpaid and therefore would not attend a joint meeting with the County Commission. Ms. Grimsley confirmed that IDA board members serve without compensation and that she had not been clear on the specific objectives he had for such a meeting. She added that joint sessions had taken place in the past for presentation purposes and requested that he provide his objectives in writing so that a meeting could potentially be arranged. Commissioner Wells explained that his objective had been to allow for open discussion with IDA board members, including the opportunity to ask questions and hear perspectives directly from board members rather than relying solely on presentations. He stated that this was the reason all IDA board members had attended the earlier meeting and that he had expected a roundtable discussion rather than a

one-directional presentation. He reiterated that he supported the IDA and the county's economic development efforts but wished to see improved transparency regarding activities and expenditures.

Ms. Grimsley responded that if Commissioner Wells was unable to attend IDA meetings to observe financial discussions firsthand, then an alternative means of ensuring he received the information he sought should be identified. She expressed willingness to determine how best to provide the level of transparency and detail he requested.

Chair Melendy noted there was a motion and a second and requested any further Board discussion.

Commissioner Flores asked Commissioner Wells whether he would consider tabling the resolution and postponing the motion in order to hold a formal workshop. He stated that such a workshop would allow time for all parties to conduct research, discuss the matter in greater depth, and provide opportunities for input from both the Board and the community. He emphasized that his intent was not to suggest that the proposal was inadequate, but rather that a workshop would create a more comprehensive and inclusive process.

During this exchange, Commissioner Wells requested a procedural clarification.

County Attorney Johnson advised that the decision regarding how to proceed rested entirely with the Board. She clarified that a special meeting would permit the Board to take formal action on the item, whereas a workshop would allow discussion only and no voting. She noted that the Board still had an active motion on the floor and would need to address it procedurally.

Commissioner Wells stated that the general consensus appeared to favor holding a workshop. He expressed no objection to this approach and emphasized his desire to move forward promptly to allow for public input. He noted that an evening meeting would make attendance easier for the community, acknowledging that such timing might be less convenient for staff but would encourage broader participation. He stated that the format—whether a workshop or a special meeting—was for the Board to determine.

Commissioner Flores reiterated his preference for a workshop, noting that a workshop setting would allow for discussion and research without requiring an immediate vote. County Manager Atchley then provided scheduling guidance. He explained that a workshop could be held as soon as one week from the current date, at a time suitable to the Board, such as early evening. He noted that holding the workshop within that timeframe would align with the Board's upcoming regular meeting schedule, allowing the matter to be fully resolved within approximately two weeks.

Motion by Commissioner Flores and second by Commissioner Chancey to table this item to a workshop for the 14th at 5:30 p.m.

There was much discussion concerning setting a meeting date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy recessed the meeting at 11:40 a.m.
Chair Melendy reconvened the meeting at 11:50 a.m.

12. APPOINTMENTS

No appointment items were presented.

13. COUNTY MANAGER NON-CONSENT

A. August 11, 2025, Scheduled Water Outage:

County Manager Atchley informed the Board that the Watchful Hills Water Treatment Plant would be temporarily shut down on August 11 as part of the ongoing water treatment and plant expansion project. He stated that the shutdown was expected to last a minimum of six hours and would begin at 11 p.m. to minimize disruption to customers. He further explained that a boil-water notice would be issued during this period and remain in effect for approximately 24 to 48 hours following the shutdown.

B. County Manager Employment Contract – Board Discussion:

County Manager Atchley informed the Board that, in light of recent comments and the absence of discussion on the matter for more than two years, he had provided the Board with his originally signed employment contract. He stated that he believed the time had come for the Board to review the contract and determine in what direction it wished to take regarding his employment moving forward.

Chair Melendy opened for discussion from the Board.

Commissioner Miller noted that he and County Manager Atchley were of similar age and remarked that, according to the County Manager's contract, the county provides health-care benefits. He explained that because the County Manager had since transitioned to Medicare, he was no longer receiving reimbursement for county health-insurance costs. Commissioner Miller suggested this was an issue the Board should consider when reviewing and potentially modifying the County Manager's employment contract.

Clarification on how Medicare and supplemental coverage worked was requested. County Manager Atchley provided an explanation, noting that he was now enrolled in Medicare and that certain enrollment timelines had applied when he became eligible. He described the components of his coverage, including Medicare Parts A, B, and D, as well as a supplemental Part G plan. He stated that the combined monthly cost for his Medicare-related plans was significantly lower than the cost the county would pay for an individual employee under its standard health-insurance plan. He clarified that even after recent changes to the county's insurance rates, his Medicare-related costs remained lower by several hundred dollars per month.

The Board continued its discussion regarding the County Manager's employment contract. Clarification on whether individual aspects of the contract should be reviewed separately or as part of a full contract review was sought. It was noted that any modifications would require coordination with the County Attorney to ensure proper drafting and would need to be mutually agreed to by both the Board and the County Manager.

Additional questions regarding the County Manager's current health-care costs were asked. County Manager Atchley reiterated that his combined Medicare and supplemental insurance expenses totaled approximately five hundred eighty-five dollars per month, not including dental or vision coverage, which remained at the employee's personal expense. The Board discussed whether to provide full or partial reimbursement for this amount and noted that guidance from past practice was limited, as most county employees transition to retirement rather than continuing employment after becoming Medicare-eligible.

In response to questions, County Manager Atchley explained that the current contract was out of compliance in two areas—health insurance and vehicle provisions—because of choices he made voluntarily. He stated that he had placed these issues before the Board after hearing informal discussion at prior meetings and emphasized that he had not requested contract changes. Instead, he sought clarity because the Board had expressed interest in reviewing his contract.

Two areas were outlined where the county was currently saving money: health insurance, due to the County Manager's enrollment in Medicare, and the county vehicle, which he had elected not to take home. It was noted that this had prompted discussion on potential compensation adjustments or contract revisions. One goal of reviewing the contract was to ensure alignment with new countywide policies, particularly regarding the use of county vehicles.

The Board then discussed contract language relating to civic involvement and professional development. Clarification on how much time the County Manager spent away from the office for conferences, community-based organizations, and professional associations was questioned, as these items were referenced in the contract. County Manager Atchley explained that civic-related activities typically occurred during lunch or in the evenings and that any daytime commitments requiring absence from work were charged to his personal leave. He stated that conferences related to statewide professional development were considered part of his official duties, while conferences associated with civic organizations were taken on his own time.

Further discussion addressed the County Manager's paid time off (PTO). The distinction between PTO, vacation, and compensation time for regular employees was reviewed. County Manager Atchley clarified that his contract granted four weeks of PTO annually, that he accrued no compensatory time, and that he did not submit expense reports. He used PTO for absences and was able to roll over unused time in the same manner as other employees. Interest in ensuring that the county manager had sufficient leave for both personal time and civic involvement obligations was expressed.

County Manager Atchley then offered potential options for the Board's consideration. He stated that he was comfortable with the contract as written, except for necessary adjustments to address the health-care provision. He suggested either a salary increase to offset health-care costs or a separate insurance stipend that clearly identifies the reimbursement. Additionally, he proposed the possibility of receiving one additional week of vacation, increasing total PTO to five weeks. The importance of being open to the additional PTO, understanding how much leave time the County Manager typically used, and the support of the idea of partially splitting or itemizing health-care reimbursement was noted. Regarding the vehicle provision, the benefit had been diminished because the County Manager had voluntarily parked the vehicle under the Board's policy changes and this was viewed as a factor that could be reflected in contract revisions.

The Board then requested clarification regarding the appropriate use of the county vehicle. County Manager Atchley was asked to explain how he would use the vehicle under a revised contract. County Manager Atchley responded that his vehicle use had generated significant public interest, and he emphasized that he had parked the vehicle on July 1 in alignment with the Board's policy for other staff members. He stated that he had always used the vehicle appropriately, that he lived only minutes from the office, and that his use primarily involved travel to work, civic meetings, conferences, trips to Tallahassee, and other county-related obligations. He clarified that he had never used the vehicle for personal vacations and that any travel for civic activities requiring absence from work was taken on his own time. He further noted that it is standard practice across the nation for a chief executive officer or county manager to have a county-provided vehicle, as the position requires frequent and often unpredictable travel on behalf of the organization. However, he emphasized that he deferred entirely to the Board's direction on this matter.

There was continued discussion concerning:

- The county manager's contract guaranteed access to a county vehicle but did not specify its type
- The previous Board's budgeting funds for the purchase of a new vehicle, but a less expensive vehicle could have fulfilled the requirement
- The concern not being the availability of a vehicle but rather the expenditure level
- Compensation levels for managers in similar-sized counties often ranging lower

County Manager Atchley responded that salary comparisons based solely on population did not reflect the workload or the scope of responsibilities in Hardee County. He noted that he had previously earned a higher salary at the City of Wauchula and that some county employees currently earned more than the county manager. He referenced available wage studies showing broad salary ranges for similar positions and emphasized that his intent was not to maximize compensation but to serve the county where he lived and intended to remain. He highlighted the county's significant budget, the number of employees under his oversight, and the progress made in recent years.

- The preference for more modest spending, while recognizing the County Manager's accomplishments and the level of representation required of the position
- Observation that the vehicle had already been purchased and was now a depreciating asset and questioning whether adjusting compensation further was necessary
- Reflection on the County Manager's overall performance:
    - Professionalism, community presence, success in grant acquisition, improvements to departmental leadership, and the county's rapid growth in budget and operational capacity was sited
    - Belief that the County Manager's performance had justified the investment
    - Support for additional leave time and health insurance reimbursement while maintaining salary stability was expressed
- Emphasizing the need for greater focus on operational and infrastructure needs such as building maintenance, HVAC systems, and addressing ongoing issues at the sheriff's facilities
- The issue of severance, specifically noting that the County Manager's current severance terms were lower than commonly found in similar agreements, that a severance period of up to twenty weeks was typical for long-tenured managers, and the suggestion for the Board to consider adjusting this provision to align with established standards
- The practicality of adjusting the vehicle benefit – consideration for providing a stipend in lieu of a county vehicle, but since the new vehicle had already been purchased, the Board now needed to determine its future use

Board discussion turned to how contract amendments would be drafted. County Attorney Johnson explained that she would prepare a contract amendment for the Board's review, incorporating the changes agreed upon. She advised that the amendment could specify reimbursement of health-care costs "up to" the monthly amount, allowing flexibility if rates changed. She also explained how severance and vehicle provisions are typically structured in comparable contracts.

The Board then discussed the timeline for reimbursing the County Manager for personal health-care payments made since transitioning to Medicare earlier in the year. Multiple commissioners supported reimbursing those costs retroactively to January, noting that they represented expenses the county would otherwise have been responsible for under the contract. As the discussion concluded, the Board identified a general direction: maintaining the existing contract structure with one amendment providing for reimbursement of the County Manager's health-insurance expenses up to a specified monthly amount, applied retroactively. Commissioners expressed broad support for continuing the vehicle benefit as originally written and for finalizing the amendment at the next scheduled meeting.

14. COUNTY ATTORNEY

County Attorney Johnston stated that she had no additional items requiring Board action but wished to clarify comments made earlier regarding procurement. She emphasized that her remarks were not intended as criticism of county staff. She noted that the staff member responsible for procurement, though relatively new to the role, was performing at a high level. County Attorney Johnston explained that the county's current procurement workload involves complex, high-level processes, including compliance with evolving legislative requirements and federal pass-through provisions tied to grants and appropriations. She added that she frequently consulted with senior procurement experts within her firm due to the complexity of certain matters. County Attorney Johnston reiterated that specialized procurement expertise is difficult for jurisdictions across the state to recruit and retain, and that Hardee County was not unique in facing these challenges. She stressed that her comments were meant to highlight the increased complexity of procurement—not to reflect negatively on staff performance. She also noted that the county's public meetings had become significantly longer in recent months, requiring additional preparation and attendance time.

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Flores stated that he wished to briefly address the county's vehicle policy. He clarified that he was not seeking to revisit the broader debate but wanted to ensure that County Manager Atchley knew the Board was open to considering any changes supported by data. He noted that several positions within county departments, such as fire services, may have operational needs that justify vehicle use, and he asked the County Manager to continue gathering data so the board could review specific positions and make informed decisions. County Manager Atchley confirmed that staff were actively collecting data related to vehicle assignments and usage patterns. He stated that the goal was to present objective information to support any recommendations brought before the Board.

Commissioner Chancey then addressed an earlier misunderstanding regarding a Fire Marshal's presence at a recent accident scene. He explained that he had initially believed the Fire Marshal lived outside the county but had since learned that the Fire Marshal was responding from within the county in route to the station. Commissioner Chancey apologized for his earlier assumption and stated that, given the Fire Marshal's active role in emergency responses, he supported reinstating the Fire Marshal's take-home vehicle. He emphasized that the Fire Marshal, as a member of upper management, provided an additional layer of supervision and safety at fire and accident scenes, and therefore vehicle access was operationally justified.

County Manager Atchley described a recent incident involving a fatal accident in which a fire department employee responded directly to the scene without first retrieving a county vehicle. He explained that the employee made this decision because of the urgent circumstances and the severity of the situation. He stated that such actions demonstrated the dedication of emergency personnel and the operational challenges faced when responding quickly. He expressed appreciation to the Board for its willingness to allow staff time to collect data and return with recommendations regarding vehicle assignments and needs.

Commissioner Flores then asked whether the board could take immediate action to amend the vehicle policy specifically to allow the Fire Marshal to resume take-home use of a county vehicle. He noted that this had been one of his primary concerns, and given the Fire Marshal's emergency response responsibilities, he believed the Board could formally authorize take-home privileges for that position.

Commissioner Flores requested to make his previous statement a motion if that was appropriate.

Commissioner Chancey provided the second to the motion.

Chair Melendy addressed the Board regarding the vehicle policy, noting that several of the decisions originally made concerning take-home vehicles were rooted in the limited framework that existed at the time. He explained that the County

Manager had been acting within his authority to manage staff and operational needs. The Chair observed that, although the Board had voted to restrict take-home use for individuals living outside the county, the Board had simultaneously approved a take-home vehicle for another out-of-county employee due to that employee's specific operational responsibilities. He pointed out this inconsistency as an example of why the policy needed clearer structure.

Commissioner Flores added that the Board had not fully realized the total number of take-home vehicles in use until the issue was brought forward. As a result, the Board initially chose to remove take-home privileges broadly, with the understanding that they would be revisited as justified by operational need and supported by data. He emphasized that this process underscored the purpose of having a County Manager—someone to oversee employees and manage operational decisions. Commissioner Flores stated that, in his view, the issue had reached a point where the Board clearly understood that the Fire Marshal responded directly to emergency incidents and required access to a take-home vehicle to fulfill those duties effectively. He expressed support for restoring the Fire Marshal's take-home vehicle and reiterated that the Board was awaiting additional data from the County Manager to evaluate other positions as needed.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

Commissioner Chancey requested a meeting with the County Manager, the Public Works Director, and a representative from Human Resources to discuss county policies related specifically to employee discipline and termination. He indicated that greater clarity and consistency in these processes would be beneficial. He also asked for an organized plan outlining the county's mowing operations. While acknowledging that more mowing had been completed recently, he stated that he wanted a clearer understanding of how responsibilities were divided—whether by quadrants or through another structured approach. He noted that although staff had been responsive to complaints, the current practice sometimes required crews to deviate significantly from their established routes. He suggested that adhering to a consistent routing system would improve efficiency and help the public understand when to expect service.

Commissioner Chancey then turned to a matter he observed in the minutes from a prior meeting. He asked for the approved minutes to be displayed, specifically referencing actions taken in October related to the landfill. He noted that the previous Board had approved a low-interest loan of approximately one million dollars to purchase equipment. He stated that, based on his reading, the loan appeared to offset revenue reductions resulting from the prior Board's adoption of a rollback millage rate, which had reduced ad valorem tax collections by roughly one million dollars. He expressed concern that while equipment purchases were increasing, outstanding infrastructure repairs seemed to be accumulating, and he struggled to reconcile these priorities.

Commissioner Chancey further questioned who was responsible for repaying the landfill loan. County Manager Atchley explained that the loan refinanced an existing landfill-related debt, with the additional funds used for equipment purchases. He clarified that the loan was repaid through landfill operational revenues, including fees paid by residents for solid-waste disposal. Commissioner Chancey noted that, in practical terms, these payments were borne by taxpayers through disposal fees. He reiterated his concern that the county appeared to be investing heavily in equipment while many repair needs remained outstanding. Finally, he asked why it took approximately ten months for meeting minutes to appear on an agenda for approval, commenting that such delays made it difficult for the Board and the public to track historical decisions.

It was noted the minutes question should be directed to the Clerk of Courts' Office.

Accounting Manager, Lindsey Barwick, addressed the Board to clarify the delay in the approval of meeting minutes. She explained that the minutes for the October meeting, which had just come before the Board, were previously missed during the last cycle when minutes were submitted for approval. Accounting Manager Barwick stated that the Recording Department had been overwhelmed with the volume of minutes requiring preparation and review, which contributed to the backlog. She reported that the Clerk's Office had recently hired an additional staff member to assist with these responsibilities. With this added support, she anticipated that the minutes would begin to appear before the Board more regularly and in a timelier manner going forward.

Commissioner Wells asked for clarification regarding the equipment purchased using the one-million-dollar landfill loan. He inquired whether the equipment was currently being utilized at the landfill or had been assigned elsewhere. County Manager Atchley confirmed that the newly purchased bulldozer—costing nearly six hundred thousand dollars—was in operation on the landfill hill. He also confirmed the purchase of a new semi-truck used to haul leachate.

County Manager Atchley added that part of the loan proceeds had been used to fund a portion of a dump truck. He explained that the landfill's previous dump truck had become inoperable, but due to budget limitations, the landfill could not fully fund a replacement. Instead, the landfill contributed to the cost of one of the new dump trucks purchased by the Road and Bridge Department. Under this arrangement, Road and Bridge retains the dump truck, and the landfill borrows it as needed.

Commissioner Wells then referenced concerns raised at a prior meeting regarding a possible outstanding balance owed to Hardee Disposal, Inc. County Manager Atchley responded that he was unaware of any unpaid amounts and stated that if such a balance existed, the vendor would likely have notified the county. He added that payment processing for Hardee Disposal accounts was ongoing and that he did not believe the county was behind on payments. Assistant County Manager Baber clarified that a calculation issue in the county's longstanding billing process had historically caused one month of payments to carry over into the following year. He stated that this procedural issue was corrected in January, and any outstanding balance owed to the vendor had been resolved at that time. He confirmed that the county was now current and paying the appropriate rate for ongoing services.

16. REMINDERS

Chair Melendy reviewed the following reminders:

- August 11, 2025 - Legislative Delegation Meeting at 4:00 p.m.
- August 19, 2025 - TDC Meeting at 8:30 a.m.
- August 20, 2025 - Ribbon Cutting at Magnolia Manor Park 9:00 a.m.
- August 21, 2025 - BOCC Meeting at 8:30 a.m.
- August 26, 2025 - EDA Meeting at 8:30 a.m.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 12:30 p.m.

X

Noey A. Flores, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

August 21, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Jessica Santibanez	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:32 a.m.

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

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

Commissioner Wells requested to withdraw Agenda Item F. Resolution 2025-67, IDA Membership Structure from the agenda.

Chair Melendy questioned how the Board should proceed.

County Attorney Johnston advised the agenda item was tabled to a Board workshop and then item would appear on the next meeting's agenda. Typically, at the beginning of a meeting when approving the agenda any changes are proffered and if there are no objections, then agenda is accepted, or any changes are accepted with the agenda being amended. For the motion concerning the agenda a second is not always required.

Chair Melendy questioned what happens to the resolution.

County Attorney Johnston advised the resolution is essentially "killed" unless a Board member brings it back for discussion and action.

Commissioner Chancey questioned where general discussion could occur for the agenda item. Chair Melendy suggested Commissioner Chancey offer his comments concerning the item under the Commissioner Comments agenda item.

Commissioner Miller referenced Robert's Rules of Order concerning parliamentary procedure and requested the proper procedure for handling the resolution.

County Attorney Johnston advised the Board has adopted rules and procedures, follows past precedent, and the Board does not follow Robert's Rules of Order that closely. The actual motion was to table the resolution to a Board workshop, and no official Board action can be taken in a workshop, which allows for flexibility in the procedure for addressing the resolution.

Chair Melendy noted a motion to accept the agenda with the removal of Item 12.F. was offered.

Commissioner Chancey seconded the motion.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Melendy, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of November 19, 2024, at 8:30 a.m.
BCC Regular Meeting Minutes of December 12, 2024, at 9:00 a.m.
BCC Regular Meeting Minutes of January 16, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of January 28, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of February 6, 2025, at 8:30 a.m.
BCC Budget Workshop Minutes of July 15, 2025, at 8:30 a.m.

Chair Melendy requested the pleasure of the Board.

Commissioner Flores offered a point of correction concerning the approval of the agenda, noting the Board voted to remove Item F and questioned whether the motion also approved the agenda. Chair Melendy confirmed the motion, removed Item F and approved the agenda as well.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the minutes as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

6. PROCLAMATIONS

A. Declaration of September 2025, as "National Preparedness Month":

Emergency Management Director, Lane Schneider, noted "National Preparedness Month" was sponsored by FEMA (Federal Emergency Management Agency) and read the proclamation for the record.

Motion by Commissioner Chancey and second by Commissioner Wells to approve the proclamation declaring September 2025, as "National Preparedness Month" in Hardee County.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

7. CONSENT AGENDA

Motion by Commissioner Miller and second by Commissioner Wells that we approve the Consent Agenda as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

A. Motion to approve Resolution 2024-71, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Rapid Response Medical Transportation, LLC, to provide non-emergency transportation services for interfacility transfers; providing for authorization, severability, and for an effective date.

B. Motion to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control Grant for FY 2025-2026, in the amount of $69,587.50, authorizing matching

funds in an amount not to exceed $9,546.12; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

C. Motion to approve the updated Hardee County State Housing Initiatives Program (SHIP) Contractor List as submitted.

D. Motion to approve the renewal agreement between the County and the City of Bowling Green for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

E. Motion to approve the renewal agreement between the County and the Town of Zolfo Springs for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

F. Motion to approve the fixed asset transfer as presented.

8. PRESENTATIONS

A. Hardee County Property Appraiser - 2025 Tax Roll Overview:

Hardee County Property Appraiser, Kathy Crawford, and Hardee County Property Appraiser Tax Roll Administrator, June Judah presented the 2025 Tax Roll Overview.

Property Appraiser Crawford delivered a presentation providing an overview of Hardee County's property tax base and the factors influencing local tax revenue. She emphasized the importance of the Board of County Commissioners understanding the composition of the tax base, particularly in light of ongoing discussions at the state level about potential property tax reform. Property Appraiser Crawford noted that state leaders, including the governor, have signaled support for significant changes, with ideas ranging from eliminating property taxes on homestead properties to removing tangible personal property taxes.

Property Appraiser Crawford reported that Hardee County's total tax base for the current year is just under $3 billion, consisting of $1.788 billion in real property and $1.189 billion in tangible personal property. Tangible property represents 40 percent of the county's tax base; an unusually high share compared to the statewide average of 14 percent. She explained that the large proportion of tangible value is tied to the county's mining and utility industries, which account for 83 percent of its tangible roll. She warned that ongoing proposals to eliminate tangible taxes—particularly those affecting agricultural equipment—could significantly impact Hardee County, though as a fiscally constrained county, Hardee would receive state reimbursement for resulting revenue losses. Property Appraiser Crawford reviewed the composition of both the tangible and real property rolls, highlighting that mining and utilities collectively make up 47 percent of the county's total tax base. Single-family residential properties account for 19 percent, agricultural properties for 16 percent, and commercial properties for 12 percent. She reported an overall tax base increase of 10.85 percent over the previous year, driven by market appreciation and new construction. Tangible property increased by 5.24 percent, while real property rose by nearly 15 percent. New construction added $20 million in net value, consistent with the prior year.

Property Appraiser Crawford also discussed long-term changes in the county's citrus industry, noting the loss of 19,000 acres over two decades and a recent reduction in assessed citrus land values, which resulted in a $13.5 million decline in the tax base. She described transitions from citrus to other uses such as housing, farming, and sod, which generally do not reduce taxable value. She then outlined the effects of recent legislation, including the voter-approved Amendment 5, which adjusts the second homestead exemption annually based on the consumer price index. While 62 percent of homesteaded properties qualify for the adjustment, the impact on the tax base was minimal, reducing it by just over $2 million. Property Appraiser Crawford continued by outlining how homestead property owners currently contribute to the county's tax revenue. She noted that 9 percent of homesteaded properties pay no county taxes, while the remaining properties fall across a spectrum of tax amounts that generally increase with property value. She explained that 6 percent of homestead owners pay between one and one hundred dollars, 26 percent pay between one hundred one and two hundred fifty dollars, and 14 percent pay between two hundred fifty-one and five hundred dollars in county taxes. The figures referenced reflect only the taxes paid to the Board of County Commissioners, excluding school district taxes and municipal taxes. Property Appraiser Crawford also mentioned that her own property falls within the category of owners who pay between $1,501 and $2,000, a bracket that aligns with the typical tax burden for most newly built homes.

She then addressed potential changes to tax bills based on different millage rates under consideration by the board. A chart comparing the current 8.395 millage rate to the rollback rate illustrated possible savings for property owners. Lower-valued homesteads would save as little as $4.80, while 14 percent of homesteads would save approximately $33 and 9 percent would save about $77. The highest-valued homesteaded property in the county would save approximately $774 under the rollback rate, although no other homestead would experience savings at that level. Property Appraiser Crawford clarified that non-homestead and commercial properties, which generally have higher assessed values, would align more closely with the upper range of savings shown. She also explained a second millage option, the 8.0192 rate, noting that savings under this rate would range from $2.43 to approximately $386 for the highest-valued homestead property. She reminded the board that these comparisons apply only to homesteaded residences and do not include non-homestead or commercial properties. She added that commercial properties face additional expenses through fire fees, which are assessed based on the square footage of structures on the property.

Property Appraiser Crawford expressed that this information was intended to help the board evaluate how different millage rates would affect taxpayers. To illustrate the personal impact, she shared that if the current millage rate remained unchanged, her own taxes would increase by $38.52 compared to the previous year. She emphasized that such changes vary widely depending on individual property values and circumstances. Toward the conclusion of her presentation, Property Appraiser Crawford reminded the board and the public that Truth-in-Millage notices had been mailed that week. She encouraged property owners to review their assessments and contact the Property Appraiser's Office with any concerns. She highlighted a QR code included on the notices, which directs property owners to detailed information about their parcels on the office's website, describing it as a useful tool for understanding how assessments are determined.

Chair Melendy called for Commissioner questions or comments.

During the discussion that followed the presentation, Commissioner Chancey asked Property Appraiser Crawford to clarify the change in the county's total tax base compared to the previous year. Referring back to her earlier slide, he requested the total value figure from the prior year to better understand the year-over-year increase. Property Appraiser Crawford responded that the previous year's tax base was $2.686 billion, which aligned with the 10.85 percent growth she had cited earlier. Commissioner Chancey acknowledged the clarification, noting that he had reviewed the information before but had not connected the figures until her explanation.

9. APPOINTMENTS

A. Department of Health Appointment:

Mark Lander, Deputy Secretary for County Health Systems and Health Officer for Marion County, introduced Dr. Aaron Kisser to the board. Mr. Lander described Dr. Kisser as a highly experienced public health professional, noting that he has accumulated approximately 25 to 26 years of public health service, including 16 years as a health officer in Florida. Mr. Lander referred to him as one of the department's more seasoned leaders and invited him to speak briefly, introduce himself, and respond to any questions from the board. He concluded by noting that a concurrence vote would be requested following Dr. Kisser's remarks.

Dr. Aaron Kissler then addressed the board, noting that he had been serving as the interim health officer and had greatly valued the opportunity to work with the local team. He praised the strong partnerships between the county and the Department of Health, stating that he had enjoyed the positive atmosphere within the health department's building and the experience of working in a rural Florida community. Dr. Kissler explained that he has 26 years of public health experience, much of it in smaller Florida counties, and expressed his intention to apply that background to the position on a long-term basis. He highlighted the unique benefit of the role's partnership with Polk County, which allows him to remain engaged in broader public health initiatives while still maintaining a connection to a small-county environment. Dr. Kissler conveyed his enthusiasm for continuing his service in Hardee County and concluded by thanking the board for its consideration and expressing hope for their concurrence in his appointment.

Chair Melendy called for Commissioner questions and comments.

Commissioner Miller asked Dr. Kissler to describe the primary health concerns and trends currently affecting Hardee County, noting that, as a board member, he did not have a clear understanding of the local health landscape. Dr. Kissler responded that the county experiences significant challenges related to metabolic and cardiovascular health, including high

rates of stroke, cancer, and heart disease. He explained that these chronic conditions are common in smaller counties and represent key areas for targeted health improvement. Dr. Kissler stated that he looked forward to working with community partners to address these issues, improve health outcomes, and support the well-being of Hardee County residents. He added that he had greatly enjoyed collaborating with the local health department team during his interim service.

Commissioner Miller asked a follow-up question regarding whether the health department conducts community outreach aimed at improving cardiac and overall health, given the trends Dr. Kissler had described. Dr. Kissler affirmed that such outreach is a core part of their work and explained that the health department focuses on prevention and education across all age groups, describing their approach as "cradle to grave." He noted that programs such as WIC (Women, Infants, and Children) and nutritional services support infants and young children, while additional initiatives target older adults and address a variety of chronic health issues. Dr. Kissler emphasized that early prevention is essential and that outreach efforts also involve helping residents connect with appropriate medical care and ongoing support.

Chair Melendy opened for a motion.

Motion by Commissioner Chancey and second by Commissioner Flores concurring the appointment of Aaron Kissler as Administrator of the Department of Health in Hardee County.

Chair Melendy called for public comments.

The following person addressed the Board:

Ms. Sandy Scott

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

10. BUSINESS AGENDA - Quasi-Judicial Items:

No quasi-judicial items were presented.

11. BUSINESS AGENDA - Ordinances:

A. Ordinance 2025-03 - 5th Cent Local Option Tax:

Budget Manager, Diane Moore, provided an overview of the proposed renewal of the county's fifth-cent local option fuel tax. She explained that the tax amounts to five cents per gallon and was first adopted in 2005. It has been renewed twice since then, and the current proposal seeks to extend it for an additional ten-year period. Budget Manager Moore noted that the public hearing for the renewal was properly advertised in the August 14 edition of *The Herald-Advocate*.
Budget Manager Moore stated that state statute authorizes the county to levy this tax, and the revenue may be used for transportation-related capital expenses necessary to meet the requirements of the county's comprehensive plan or to address immediate transportation needs. The proceeds may also be pledged toward bond payments. She emphasized that the tax provides a restricted revenue source dedicated specifically to capital improvements for the county's road infrastructure. Budget Manager Moore informed the board that the tax is scheduled to expire in December 2025 unless it is readopted. At present, it generates approximately $467,000 annually. The county maintains an interlocal agreement with its municipalities, distributing the revenue based on road maintenance expenses reported to the Florida Department of Transportation (FDOT). The current allocation is 89.58 percent to Hardee County, 1.8 percent to the City of Bowling Green, 8.31 percent to the City of Wauchula, and 1.03 percent to the Town of Zolfo Springs. Budget Manager Moore concluded by stating that staff recommends readoption of the ordinance.

Chair Melendy called for Commissioner comments or questions.

Commissioner Flores emphasized for the record that the local option fuel tax under consideration was not a new tax but one that had been in place since 2005. He explained that residents often misunderstand this point and underscored the importance of the tax in enabling the county to qualify for certain state transportation funds. He asked Budget Manager Moore to confirm that eliminating the tax could jeopardize the county's eligibility for state road funding, and Budget

Manager Moore affirmed that the tax is collected on fuel purchases within Hardee County, remitted to the state, and then redistributed based on documented transportation expenses.

Commissioner Flores stressed the importance of residents purchasing fuel locally so that the associated tax revenue remains within the county and can be used for road improvements. He requested examples of projects funded through the tax to help the public better understand how the revenue is used. In response, Assistant County Manager Simpron explained that while the county has not undertaken a major road program in the past three years, fuel tax revenue has historically supported chip-seal programs and the paving of numerous roadways, including Post Plant Road, Merle Langford Road, and Maude Road. Over the past decade, approximately 51 miles of previously unpaved roads have been paved using these funds. Assistant County Manager Simpron clarified that major road projects visible throughout the county are typically funded through state appropriations and programs such as SCOP (Small County Outreach Program) and SCRAP (Small County Road Assistance Program), not through the local fuel tax. Commissioner Flores then asked whether the tax revenue had accumulated in recent years and whether it might support upcoming large-scale projects. County Manager Atchley explained that the most recent project funded by this revenue was the paving of Van Simmons Road, a former dirt road. He noted that while the annual revenue of roughly $467,000 is substantial, it does not cover the high cost of major road construction. For that reason, unused balances often carry forward in the transportation trust fund and remain restricted to statutorily permitted uses. Commissioner Flores concluded by noting the importance of educating the public about how these funds are used and emphasizing that they are not spent on general operating expenses.

Chair Melendy opened for a motion.

Motion by Commissioner Flores and second by Commissioner Wells to approve the first reading of Ordinance 2025-03, an ordinance imposing a five (5) cent local optional fuel tax upon every net gallon of motor fuel sold in Hardee County and taxed under the provisions of Section 206.41 and Section 336.025(1)(b), Florida Statues; providing that the imposition shall be effective for a period of ten (10) years, beginning January 1, 2026; providing distribution, pursuant to the applicable interlocal agreement between Hardee County and municipalities located therein representing a majority of the incorporated area population within the county; providing for severability, and providing for an effective date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

12. BUSINESS AGENDA - Action Items:

A. Resolution 2025-69 - 2025 Tax Roll Extension:

Hardee County Property Appraiser, Kathy Crawford, informed the Board that Hardee County Tax Collector, Alisa Lee, was unable to attend the meeting and had asked her to present a routine resolution on her behalf. Property Appraiser Crawford explained that this resolution is brought before the board annually and authorizes the tax collector to issue tax bills even while the Hardee County Value Adjustment Board (VAB) is still in session. She noted that the VAB process can sometimes extend into the following calendar year, and adopting this resolution ensures that neither the board nor any taxing authority experiences delays in the collection of taxes.

Chair Melendy called for questions from Board. None given.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Wells, and second by Commissioner Flores to approve Resolution 2025-69, a resolution of Hardee County, Florida, providing for the extension of the 2025 tax roll pursuant to Sections 197.323 and 193.122, Florida Statues, and providing for an effective date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. Florida Department of Law Enforcement Salary Assistance (LESA) Grant Award:

General Services Director, Lorie Ayers, explained this grant is received every year, the grant is for rural constrained counties to assist with law enforcement salaries, and the funds are passed to the Hardee County Sheriff for his office to utilize.

Chair Melendy called for questions from the Board. None noted.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Miller and second by Commissioner Wells to approve the submission and acceptance of the Florida Department of Law Enforcement, Law Enforcement Salary Assistance Grant award for Hardee County Sheriff's Office in an amount not to exceed $513,744; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Central Florida Behavioral Health Network, Inc. – Florida Opioid Settlement Funding for Fiscal Year 2025/2026:

General Services Director, Lorie Ayers, explained that the funds being referenced are the Opioid Settlement Funds allocated to the region through the Central Florida Behavioral Health Network. She stated that these funds are being passed through to service providers in Hardee County who deliver opioid prevention and assistance programs.

Chair Melendy called for questions from the Board. None noted.

Chair Melendy opened for a motion.

Motion by Commissioner Flores and second by Commissioner Wells to approve the agreement, the County, and the Central Florida Behavioral Health Network, Inc., for Florida Opioid Settlement Funding in an amount not to exceed $59,747; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any further Commissioner questions.

Commissioner Chancey inquired about how the available funds are distributed among the various organizations, asking whether each group receives the same amount or if allocations vary. In response, Director Ayers explained that participating organizations submit a spending plan to the county for consideration. Typically, the majority of funding is awarded to Drug Free Hardee, as that organization is the most active in opioid-prevention efforts within Hardee County. Once allocations are made, the funded organizations are required to report back to the county detailing how the funds were utilized.

Chair Melendy called for public comments. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

D. Resolution 2025-68 - Awarding ITB 25-013 to EO Koch Construction:

Assistant County Manager Simpron reported that Invitation to Bid (ITB) No. 25-013 had been issued for the re-solicitation of bids for the Center Hill Bridge construction project. On July 28th, five sealed bids were received from five construction firms. The bids were as follows: E.O. Koch Construction submitted the lowest bid at $1,467,320.80; Thomas Marine Construction submitted the second-lowest bid at $1,608,950; West Wind Contracting submitted a bid of $1,689,282.70; Crest Deal Group submitted a bid of $1,756,062.38; and Cathcart Construction submitted a bid of $3,211,551. Assistant County Manager Simpron stated that, after reviewing the lowest bidder's qualification statement, including FDOT (Florida Department of Transportation) certification and other relevant information from comparable government projects, staff determined that E.O. Koch Construction submitted the lowest qualified and responsive bid. Staff therefore recommended approval of the bid results and award of the construction agreement to E.O. Koch Construction. He further noted for the record that the Florida Department of Transportation (FDOT) provided exceptional support to the county by allocating $1.8 million through the State Infrastructure Grant Program (SIGP). This funding was secured after the county had exhausted all federal funding opportunities, and FDOT recognized the importance of moving the project forward. Assistant County Manager Simpron publicly expressed appreciation to FDOT for their substantial assistance.

Chair Melendy called for Commissioner questions.

Commissioner Wells asked about the timeline for the next steps following the bid award, noting the public's interest in when construction activity would begin. Assistant County Manager Simpron explained that, after the board's approval, the county must execute the construction agreement and issue the notice of award. A pre-construction meeting will then be scheduled, during which the construction start date will be established. He emphasized that the contractor must first submit the required performance, security, and payment bonds, all of which must be reviewed by county staff. Due to these procedural requirements, he estimated that it would take approximately one month before significant progress would be visible.

Commissioner Wells stated that he wanted to provide constituents with realistic expectations about when they might see work begin on-site. Assistant County Manager Simpron affirmed this and added that he had already communicated with the Florida Department of Transportation regarding the project's funding status. Although the project was originally funded in the state's fiscal year 2025 budget, FDOT confirmed that the allocation will roll over into fiscal year 2026. He noted that the county is already operating within the state's fiscal year 2026 cycle, ensuring that the project's funding remains fully available.

Chair Melendy opened for a motion.

Motion by Commissioner Wells and second by Commissioner Chancey to approve Resolution 2025-68, a resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Invitation to Bid (ITB) Number 25-013 for the construction of Center Hill Bridge with FPID # 443374-2-54-01; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, E.O. Koch Construction, in an estimated amount of $1,467,320.80; providing for authorization, and providing for an effective date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy recessed the meeting at 9:32 a.m.
Chair Melendy reconvened the meeting at 9:45 a.m.

E. Resolution 2025-70, Increase ITB 25-008 to Include Bid Alternatives:

Assistant County Manager Simpron reminded the board that on May 15 the county approved awarding the construction agreement for the repair of eight Hardee County bridges damaged by Hurricane Ian to the lowest responsive bidder, Cobb Site Development, Inc., based on the base bid amount of 437,212.83 dollars. He noted that these bridge repair projects are already obligated under FEMA (Federal Emergency Management Agency). He reported that the construction agreement had been fully executed and that Cobb Site Development, Inc., had submitted all required documents, including bonds.

However, following further consultation with the engineer of record, staff determined that the base bid could not be awarded independently of the alternate bid due to constructability requirements. He explained that certain necessary items—such as silt fencing—are included only in the alternate bid. Without those items, construction could not begin in a practical or compliant manner. He clarified that the base bid had initially been used to allow a direct comparison to the original FEMA-approved project scope, as the alternate bid items were not part of FEMA's awarded scope. At the time, constructability implications had not been fully considered. Assistant County Manager Simpron stated that staff now recommends adding the alternate bid items to ensure seamless and continuous work beginning with the base bid. This adjustment increases the total contract amount from $437,212.83 to $550,493.11. He further noted for the record that the county is seeking FEMA reimbursement for the alternate bid portion totaling $113,280.28 and is working with FEMA to confirm that the additional items will be eligible under the Public Assistance Program for Hurricane Ian.

Chair Melendy called for questions from the Board.

Commissioner Chancey sought clarification regarding the bid structure, noting that while the county had previously approved the base bid amount of $437,212.83, additional bid items had been listed as alternates. He asked whether the engineer of record was now recommending that all alternate items be included and whether this meant that the alternate bid items would indeed be utilized and funded. Assistant County Manager Simpron confirmed that all alternate bid items would be included in the contract. He stated that, as a result, the total contract amount would increase to $550,493.11. Commissioner Chancey acknowledged the explanation, and Assistant County Manager Simpron affirmed the adjustment as correct.

Chair Melendy opened for a motion.

Motion by Commissioner Chancey and second by Commissioner Wells to approve Resolution 2025-70, a resolution of the Board of County Commissioners of Hardee County, Florida, approving the increase of the construction agreement amount for the repairs of Hardee County Bridges damaged by Hurricane Ian (Invitation To Bid 25-008); awarded to the lowest responsive and responsible bidder Cobb Site Development, Inc., in an estimated about of $550,493.11 including the cost of the bid alternatives in addition to the base bid work items; providing for authorization, and providing for an effective date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

~~***F.*** **Resolution 2025-67 - IDA Membership Structure:**~~

Resolution 2025-67 was withdrawn by Commissioner Wells and removed from the agenda.

~~**Motion to approve Resolution 2025-67, A Resolution of the Board of County Commissioners of Hardee County, Florida increasing members of the Hardee County Industrial Development Authority to provide for ex-officio and appointed members; providing for appointment and composition of members; providing for authorization; and providing for an effective date.**~~

13. COUNTY MANAGER NON-CONSENT

No County Manager Non-Consent items were presented.

14. COUNTY ATTORNEY

A. First Amendment to County Manager's Employment Agreement:

County Attorney Johnston briefly addressed a procedural question regarding the agenda item that had been pulled earlier in the meeting. She clarified that, because the item was removed before consideration, it effectively died for that meeting. Although it was not voted down, it also was not acted upon, leaving no official decision. She explained that the item could be brought back on a future agenda, as the board has no adopted rule preventing reconsideration of items that fail or are withdrawn. County Attorney Johnston emphasized that even if the board had voted on the item and it failed, the same

would be true—there is no rule barring its return within a specific timeframe. She added that based on the prior workshop discussion, she would expect any future consideration of the item to appear formally on the agenda to ensure proper public notice, though nothing procedurally prevents it from being reintroduced, amended, or reworked.

Chair Melendy called for Commissioner comments or questions.

Commissioner Flores thanked County Attorney Johnston for the clarification, noting that he had also believed that once an item failed, it could not be brought back for a specified period, such as six months. County Attorney Johnston responded that, although such a rule is often assumed to exist, she has never located any ordinance or adopted policy by the board that establishes such a restriction. She further explained that while certain contractual matters may involve vested rights that limit the board's ability to revisit specific decisions, there is no adopted rule requiring failed items to wait six months before being reconsidered.

Commissioner Wells noted he had no interest whatsoever in bringing this matter back up at a later date.

Commissioner Miller stated that the board should review its rules of procedure to clearly understand the standards it is expected to follow. He explained that he had been relying on Robert's Rules of Order and attempting to hold the chair accountable to those rules, but he needed clarity on whether those rules actually apply. He emphasized his commitment to following established procedures and his desire for definitive guidance moving forward. County Attorney Johnston responded that the board does have formally adopted rules of procedure, which she previously distributed and for which she received feedback from at least one commissioner. She stated that she intends to move forward with a comprehensive review of those rules. County Attorney Johnston explained that Robert's Rules of Order are not recommended for a board of this size, emphasizing that this view is supported by sources such as the UNC School of Government and that several states, including California, have adopted alternative procedures better suited to smaller governing bodies. She noted that Robert's Rules were created for large assemblies and do not function effectively in a smaller, more practical setting such as this board. County Attorney Johnston indicated that she has identified alternative procedural frameworks that are more appropriate for the board's needs and plans to schedule a review session within the next two months to discuss them alongside issues she has observed in the board's operations. Her goal is to provide clearer guidance and options for the commissioners to consider before finalizing any updates. She added that the board will also be reviewing forthcoming procurement policies and updated management and budget policies, which together represent several significant items that have been delayed due to competing priorities. County Attorney Johnston stated that adopting these procedural and policy improvements will strengthen the board's governance and provide helpful structure for upcoming matters.

Chair Melendy stated that he, too, had believed there were limits on when an item could be brought back before the board, referencing previous understanding that only a member of the prevailing side of a vote could move to revisit a matter. He noted that such a rule seemed practical, as it would prevent a single commissioner from repeatedly reintroducing an item that lacked broader support, which could unnecessarily consume time and resources. He added that he thought this rule might have applied to the agenda item removed earlier in the meeting, which the board unanimously agreed to pull, yet the issue still appeared unresolved. County Attorney Johnston clarified that the procedure Chair Melendy described pertains specifically to a motion to reconsider, which allows the same item to be brought back by a member who voted on the prevailing side. However, she explained that nothing prevents someone from proposing a new resolution that is similar in substance, even if the original matter was withdrawn or failed. County Attorney Johnston recommended that the board incorporate clearer rules addressing reconsideration into its procedural updates, noting that she had suggested such provisions in the past, but the issue had not arisen until recently.

Commissioner Miller emphasized the need to move forward promptly with clarifying the board's procedural rules, noting that the board represents a wide range of perspectives and requires clear guidance to operate efficiently. He expressed concern that, when the board's procedures are silent on certain actions—such as removing items from the table or determining how to handle future motions—members are left uncertain about the appropriate process. He asked what source the board should rely on in such situations. County Attorney Johnston explained that, under the current structure, Robert's Rules serve as the fallback when the county's adopted procedures are silent. She added, however, that when making procedural determinations, she must also consider the board's past practices to ensure consistency. She cautioned that the board cannot selectively apply strict adherence to Robert's Rules for one matter and disregard them for another, especially when flexibility has historically been allowed. County Attorney Johnston noted that Robert's Rules can become cumbersome and that several alternative procedural frameworks exist that are more streamlined and better suited for local government boards. She reiterated her recommendation to adopt a clearer, more practical set of procedures that the board—and its advisory boards—can consistently follow regardless of who serves as chair. These simpler frameworks, she explained, also help applicants and the public understand what to expect when appearing before county bodies. County

Attorney Johnston confirmed that updated procedural rules are being developed alongside upcoming procurement policies and management and budget policies, with plans to bring these items forward together. Commissioner Miller then remarked, jokingly, that Johnston "lost the room" when she mentioned California in her earlier explanation. County Attorney Johnston clarified that she was not referring to rules created by the State of California specifically, but rather noting that California, like several states, has adopted alternative rules of procedure for use in local governments. She added that the University of North Carolina's School of Government has also developed recommended local-government procedural models. She assured the board that all proposed rules would be shared for their review, and the board would ultimately decide which approach to adopt.

Chair Melendy returned the board's attention to the current agenda item.

County Attorney Johnston explained that she had been directed to prepare an amendment to the county manager's agreement modifying Section 10. The amendment provides that, because the county manager is no longer participating in the county's health benefits, he shall receive compensation of up to $600 per month to offset the cost of his medical, dental, and vision insurance, as well as supplemental term life and disability coverage. She stated that this amount would be paid in equal installments through his biweekly paycheck and would take effect on January 1, 2025. County Attorney Johnston noted that the only other provision included in the amendment is language carried over from the manager's existing contract; all remaining terms of the agreement remain unchanged. She concluded by stating that the amendment presented reflects the direction she was given.

Chair Melendy called for Commissioner comments.

Commissioner Flores stated that his primary concern was ensuring that the contract accurately reflected the terms originally discussed by the board. He explained that this was why he raised questions when the matter came back before them—he wanted to confirm that all commissioners agreed with the contents of the contract as previously approved, aside from the modification regarding health benefits. He expressed appreciation for the additional time taken to review and revise the document and noted that this concern was the reason he continued bringing the contract forward for discussion.

Commissioner Chancey asked whether the proposed compensation adjustment related to Social Security and health insurance was specific to the county manager or reflected a broader county policy applicable to all employees. County Attorney Johnston clarified that the provision applied solely to the county manager's contract and did not affect any county employees. She explained that decisions regarding employee benefits generally fall under the county manager's authority, and she was not certain how benefit changes are handled for employees who opt out of health coverage.

Commissioner Chancey then asked whether a county employee who reaches age 65 and begins receiving Social Security benefits could drop county-provided health insurance. County Attorney Johnston stated that she was unsure. County Manager Atchley offered to share his personal experience but noted that Chancey's question appeared intended to address county policy more broadly. County Attorney Johnston reiterated that, as a general matter, the benefits provided to employees are established through board-approved policies and administered by the county manager.

County Attorney Johnston clarified that the compensation of county commissioners is set by state statute, the board determines the county manager's salary and benefits, and the county manager sets compensation and benefits for county employees within the board-approved framework. She emphasized that the amendment under consideration would not alter any countywide policies.

Commissioner Chancey then sought confirmation on whether other components of the county manager's contract—specifically the four weeks of vacation and the provision of a county vehicle without a stipend—remained unchanged. County Attorney Johnston affirmed that all other terms of the original agreement remained intact, and the only modification before the board pertained to the health-benefit compensation adjustment.

Chair Melendy opened for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to approve the first amendment to the County Manager's employment agreement as presented.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Chair Melendy called for Commissioner comments.

Commissioner Chancey revisited the recently withdrawn resolution and explained that, over the prior two weeks, he had heard extensive input from individuals on both sides of the issue. He clarified that he previously seconded the motion—not necessarily because he supported the measure, but to allow the board to have a full discussion, which occurred both during the morning meeting and later at the workshop. He also met with Denise Grimsley of The Development Group and stated he felt comfortable moving forward so long as operations did not resemble those under a prior administration. He noted that Ms. Grimsley expressed a willingness to bring matters before the board for review and make information available upon request, which further increased his confidence.

Commissioner Chancey then raised a concern regarding financial oversight, explaining that he preferred all funds to be routed through the Clerk of Court, Victoria Rogers, before being distributed at the board's direction. He stated this preference was a long-standing personal priority and indicated this question required legal interpretation.
County Attorney Johnston responded that, under the current arrangement, payments are made directly to the IDA (Industrial Development Authority). She recalled that the most recent development agreement handled funds differently than previous agreements, but noted that earlier arrangements typically directed payments straight to the IDA. She explained that changing the payment process would require amending the development agreement, which involves a formal process and would require Mosaic's (Mosaic Fertilizer, LLC) consent. County Attorney Johnston added that she would need to review the governing documents—likely the development agreement, though possibly an interlocal agreement—to determine the exact structure and assess how much funding remains to be paid. She concluded by stating that staff would follow up and look into the matter.

Commissioner Wells noted he had multiple conversations with Ms. Denise Grimsley concerning "things" the Board would like to see and Ms. Grimsley made some good suggestions about the Board's monthly update provided by The Development Group.

Commissioner Flores revisited earlier discussions and began by apologizing if any of his previous comments were interpreted as discrediting those who spoke at the meeting. He clarified that his remarks were intended as an observation arising from frustration. He explained that many individuals regularly approach commissioners with concerns about the IDA and its operations, yet none of those voices participated during the meeting, leaving him attempting to communicate those sentiments without direct support from those who expressed them privately. Commissioner Flores emphasized that he did not intend to diminish the support shown for the IDA, noting that many of those who spoke were personal friends and that their presence reflected positively on the organization. He reiterated that his earlier comments were not meant negatively.

He then addressed his prior remark about the proposal being a more subtle approach than he expected, explaining that this stemmed from conversations he had with IDA staff, as well as with the Clerk of Court. He acknowledged that changing how IDA-related funds are routed or accounted for would require significant administrative work, particularly for the Clerk's Office. Commissioner Flores clarified that his original thought was not to alter IDA accounting practices but to create a process whereby projects vetted by the IDA would be presented to the EDA (Economic Development Authority), and funds would then be released from the EDA. He recognized, however, that such an approach would also involve substantial procedural and statutory considerations, given how the EDA was established.

Commissioner Flores reiterated his long-standing belief in "manageable growth," stressing that growth must be guided intentionally rather than allowed to occur haphazardly. Commissioner Flores added that commissioners and IDA staff should feel comfortable engaging with one another without barriers or apprehension, noting that at times he personally felt unwelcome, even if unintentionally. He concluded by again offering an apology for any comments that may have been misunderstood and expressing his hope that the boards would continue building a collaborative relationship moving forward.

Commissioner Chancey stated that he wished to follow up on Commissioner Flores's comments. He noted that some individuals had suggested the past two weeks of discussion were unproductive, but he disagreed. Instead, he viewed the period as valuable, explaining that it generated substantial countywide communication from supporters and opponents

alike. He expressed that openly addressing the issue was beneficial and that he was satisfied with the position the board had reached as a result.

Commissioner Miller stated that he wished to follow up on the prior comments, noting that the board had engaged in valuable discussion. He emphasized that, in general, a lack of information—regardless of the source—creates space for public speculation and rhetoric. When residents do not understand what is happening, he explained, they will fill the gaps themselves, often inaccurately. Commissioner Miller observed that, historically, similar situations have occurred when the board did not actively seek information or maintain ongoing communication with the IDA. He suggested that the board should be more intentional about requesting updates, scheduling appointments to meet with IDA staff, or inviting staff to present regularly. Without such engagement, he cautioned, misunderstandings and concerns are likely to persist.
He acknowledged that the recent process was not pleasant, but he believed it offered an important lesson: that open dialogue, transparency, and consistent communication are essential for understanding operations and ensuring that both boards move forward collaboratively and effectively.

Chair Melendy provided a brief update concerning the Community Traffic and Safety Team committee meeting.

16. REMINDERS

Chair Melendy reviewed the following reminders:

- August 26, 2025 - EDA Meeting at 8:30 a.m.
- September 1, 2025 - County Offices Closed in Observance of Labor Day
- September 4, 2025 - BOCC Meeting at 8:30 a.m.
- September 8, 2025 - BOCC Sheriff's Administration Selection Site Committee at 7:30 p.m.
- September 9, 2025 - First Budget Hearing at 5:05 p.m.
- September 19, 2025 - Official Ribbon Cutting Ceremony for Hollandtown Road at 9:00 a.m.
- September 23, 2025 - Final Budget Hearing at 5:05 p.m.
- September 25, 2025 - BOCC Meeting at 8:30 a.m.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:18 a.m.

X

Noey A. Flores, Chair
Board of County Commissioners

X

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

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

January 8, 2026, at 5:30 PM

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	Vice Chair	Present	
Noey A. Flores	Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Commissioner	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Kristin Ottinger	Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Charlene Albritton	Deputy Clerk	Present	

Chair Flores called the meeting to order at 5:30 p.m.

3. BUSINESS AGENDA

A. Comprehensive Plan Updates – Mining Overlay District

Community Development Director, Todd Miller, Mining Coordinator, Deb Butler, Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRCP), and Mr. Jeff Schmucker, AICP, Planning Director, Central Florida Regional Planning Council (CFRPC) presented the following:

Director Miller outlined for the Board the discussion outline for the meeting.

- Discussion Outline:
  - Mining Overlay history and intent:
    - What it is
    - What it is not
  - Overlay today:
    - Text
    - Mapping
  - Approaches by other jurisdictions
  - Path forward – options, considerations, and clarifications

Director Miller reviewed the history of mining overlay explaining that it was begun in the mid-1980s with the enactment of the *Growth Management Act* (Florida Statute 163.3177), which created a comprehensive plan or long-term visioning document that established goals, objectives, and policies for several elements of a community. This plan set principles and strategies for future growth, provided a guide for future decisions and programs to manage growth, and established meaningful and predictable standards and guidelines.

Hardee County adopted its first comprehensive plan in April 1991 in response to this state mandate; a mining overlay was included as part of this comprehensive plan.

- Intention of the Mining Overlay
  - Satisfies requirements of Florida Stature 163.3177(6)10.c(V)
  - Natural resources or conditions shall be shown on the future land use map or map series, if applicable: (including minerals and soils)
  - The purpose is to be used as a planning tool for the county
  - Identify areas of Hardee County where phosphate mining has occurred, is occurring or may occur

- The mining overlay does not give any rights to mine
- All property must be owned by the mining company prior to submitting permit applications that would authorize mining
- Any proposed mining activities in any area contained within the overlay would need to obtain a permit to mine (as stated in the Land Development Code)

Director Miller explained that the mining overlay has been amended several times with the last major mine addition in 2023. At that time, the Board directed staff to update the map as it was difficult to read and confusing. The Board specifically asked for removal of areas where mining was not anticipated to take place and to more accurately depict areas where there is potential for mining. In addition, as part of the South Fort Meade Eastern Reserves permit agreement, a no-mine area map was created, and staff were directed by the Board to include this map in the overlay as well as to show areas where reclamation is completed and approved.

In the text of the comprehensive plan, the mining overlay is described in the Future Land Use Element (FLUE) Policy L1.17 and it is intended to identify areas in the county where mining has, is, or is planned to occur so that it may serve as an atlas of pre and post mining geographical conditions, including, but not limited to soil types, hydrological features, topographical features, and land use suitability indices.

The text in Policy L1.17 also identified land use features during the mining process in five-year intervals until reclamation is completed and identified lands within the overlay district not subject to mining could still be included due to offsite mitigation potential, settling pond locations, and other mine related impacts.

A restrictive mining corridor in which accelerated reclamation of re-contoured overburden only shall be established to maintain the integrity of the "Development Corridor" generally along U.S. Highway 17 and the Peace River in Central Hardee County. This "Development Corridor" will be more specifically defined through amendments to the Hardee County Mining Ordinance contained in Article 13 Land Development Code.

Mining Coordinator Butler presented to the Board a map showing the existing overlay last updated in 2023 along with color-coded maps indicating boundaries of currently permitted mines, areas that have been initially reclaimed but not yet approved and areas where reclamation has been approved; an additional map with the current overlay was also shown.

CFRPC Director Codo-Salisbury and Mr. Schmucker continued the presentation outlining approaches to phosphate mining in other jurisdictions. Highlighted jurisdictions included Desoto, Hardee, Hillsborough, Manatee, and Polk counties. CFRPC Director Codo-Salisbury compared which counties have overlays specific to phosphate mining along with different future land use categories that allow phosphate mining. Maps were presented highlighting the overlay maps for various counties.

CFRPC Director Codo-Salisbury reviewed the Board direction given to staff to update the Overlay in 2023:

- Provide greater predictability by removing areas not anticipated to be mined
- More accurately depict areas with potential for mining
- Show the no-mine area adopted in 2023
- Indicate areas that have a development order
- Show areas where reclamation is completed and approved

She highlighted the proposed text amendments beginning with proposed definitions for phosphate mining and no phosphate mining areas as follows along with proposed changes to the text of FLUE Policy L1.17:

Phosphate Mining (proposed text): The extraction of phosphate ore from the earth by whatever process, including the removal of overburden, for the purpose of reaching underlying ore, the reclamation of previously mined land, the transporting, washing sizing, flotation, storage, drying, grinding and shipping of the phosphate, and all activities reasonably related thereto, except chemical processing.

No Phosphate Mining Areas (proposed text): Areas that are not available for phosphate mining as identified on Map 2 within the Hardee County Future Land Use Map Series without further amendment to the underlying Future Land Use designation and/or boundaries of the Phosphate Mining Overlay District.

FLUE (Future Land Use Element) Policy L1.17 (proposed text - includes new additions or changes as well as previous unchanged text):

- The Phosphate Mining Overlay District identifies areas of Hardee County where phosphate mining has occurred, is occurring, or may occur, but does not provide an automatic entitlement for any type of mining.
- This overlay shall serve as an atlas of pre and post mining geographical conditions, including but not limited to soil types, hydrological features, topographical features, and land use suitability indices.
- Lands within this overlay district, not subject to mining, may still be included due to off-site mitigation potential, settling pond locations, and other mine-related impacts.
- A restrictive mining corridor in which accelerated reclamation of re-contoured overburden only shall be established to maintain the integrity of the "Development Corridor" generally along U.S. Highway 17 and the Peace River in Central Hardee County. This "Development Corridor" will be more specifically defined through amendments to the Hardee County Mining Ordinance.
- The County may amend the Phosphate Mining Overlay District to incorporate additional properties when data and analysis indicates that identification within the Phosphate Mining Overlay District may be appropriate.
- Such amendment may be based on the contents of an application for text amendment unless coupled with a Future Land Use Map change or when the Phosphate Mining Overlay District is proposed to incorporate land designated Industrial in which case the amendment shall be based on the contents of an application for map amendment.

Mr. Schmucker presented the current and proposed overlay maps while providing an overview of the changes between current and proposed maps. He highlighted the differences between the current and proposed maps with permitted mines and reclamation areas including any changes to the overlay area boundaries. Maps reflecting Mosaic Fertilizer, LLC, (Mosaic) ownership in Hardee County were also shown, indicating and comparing both the current and proposed overlay areas along with the no mine areas. Mr. Schmucker shared with the Board a chart indicating the breakdown of acreage in Hardee County in relation to the mining overlay and no-phosphate mining areas.

Existing and Proposed Mining Overlay and No Phosphate Mining Area Acreage Calculations

Area	Acreage
Existing Mining Overlay	**153,613.94**
Proposed Mining Overlay	**133,189.34**
- Existing Overlay Remaining	127,436.85
- Existing Overlay Removed	26,177.10
- New Overlay Area (Added)	5,752.49
No-Phosphate Mining Area	**196,109.19**

There are 408,495.84 total acres in Hardee County.

Chair Flores invited Mr. Russell Schweiss, Senior Director, Land & Resource Strategies – Mosaic Fertilizer, LLC, (Mosaic) to speak regarding the overlay and to provide any clarification as needed.

Mr. Schweiss provided a recap and history of the most recent amendments to the mining overlay: the Eastern Reserve and the Eastern Extension projects at South Fort Meade Mine; the Eastern Reserves and Eastern Extension projects at South Fort Meade were initiated after retiring staff discovered historic, undocumented drilling records, revealing a "lake" of phosphate previously overlooked due to an earlier lack of technology. He explained a situation in Manatee County where having a mining overlay would have been helpful to developers and landowners who mistakenly assumed that land would not be potentially mined again in the future, but was then purchased by Cargill Fertilizer for mining. Mining overlays, distinguishing between prospective resource areas and confirmed "no-mine" zones based on geological data, are crucial for public transparency and informing residents of potential future land use and could be of benefit in this way to both the Board and citizens of Hardee County.

Chair Flores opened the floor for any questions or comments from the Board.

Commissioner Miller inquired about the situation in Manatee County and why they did not identify the mineral resources if this is a requirement of the State. CFRPC Director Codo-Salisbury noted that she cannot speak to their decisions, but would be willing to venture that Manatee County's data and analysis has a generalized map.

Commissioner Miller asked, "What defines the required data and analysis to add property to the overlay?"
CFRPC Director Codo-Salisbury explained that the data can be traced back to the early 1990s when a cognizant effort for transparency led to the mining overlay, which has evolved over time as it is a living document. It is based on scientific data along with refinements over time in what has occurred in the industry.

Commissioner Chancey inquired about the white areas on the proposed new FLUE Map 2 and what they represent regarding the mining overlay. CFRPC Director Codo-Salisbury explained that these areas are undefined when it comes to a no-mining area or a phosphate mining area.

Commissioner Chancey inquired about the list of minerals and whether this information is really for the County or Mosaic. CFRPC Director Codo-Salisbury stated that "the goal, knowing how significant this industry is in the county, is transparency of where the mining has potential or has potential impacts. This map, not in the future land use map series, loses its transparency even if there is no mining to occur."

Commissioner Chancey proposed that to satisfy Florida Statute 163.3177, the mining overlay map should depict where mining has occurred and is occurring along with what property is owned by Mosaic (since they are the only company with an interest in mining); he noted that Mosaic would have to come before the Board for a permit to mine the land they own. He emphasized that the current development orders go through the years 2027, 2031, 2040, 2043, and 2050.

Chair Flores asked for clarification as to the definition of what is meant by "extraction of phosphate ore from the earth by whatever process." CFRPC Director Codo-Salisbury noted that this could be clarified, and she is taking notes for follow-up to the workshop. Commissioner Miller noted that the current two extraction methods are dragline mining and excavation and dredging. Chair Flores affirmed this but reiterated his concern regarding the phrase "whatever process" regarding extraction and a desire to ensure that the processes used are in the best interest and safety of the county and its citizens.

Chair Flores asked for clarification regarding the process for amending the phosphate mining overlay to incorporate additional properties. Specifically, he asked for confirmation that the amendment process would go before the Planning & Zoning Board as well as the Board of County Commissioners. CFRPC Director Codo-Salisbury affirmed this to be true and noted that this could be clarified in the document.

Chair Flores stated that he feels a change to the text of the mining overlay should be a separate decision from changing which specific properties are removed from or added to the mining overlay map.

Commissioner Wells expressed that he has been contacted by many citizens saying they do not want any more mining in Hardee County. He acknowledged the purpose of mining and the role the industry has played in creating jobs, but also acknowledged the fears being expressed as to what effect mining will have and has had on the future of Hardee County. He would like to see more clarification on things that would allow the public to better understand where the direction and future is headed regarding mining.

Commissioner Melendy noted his questions regarding Slide 24 and the definition for no-mining areas; specifically, is there a stronger way to say it than "not available." He noted that in order to change a "no-mining area" a future Board would have to pursue and vote on this while also considering public opinion. The best the current Board (and previous Boards) could do to protect land is to declare it a no-mining area.

County Manager Atchley reminded the Board that the County attorney is present at the meeting and mining attorney Nikki Day is available online to answer any legal questions.

Mining Attorney Day noted that the County is also operating under the framework of the newly enacted Senate Bill 180, which is currently under challenge, but drastically restricts any type of burdens that could be placed on property.

CFRPC Director Codo-Salisbury emphasized that the mining overlay is a guide that shows potential for mining, but it is not a regulatory document; amendments can be made to the overlay, and it is meant to be a guide for transparency as to where mining may or may not take place.

Commissioner Miller asked what the process would look like if Mosaic applied for a mining overlay addition; how would the process compare to the current process. CFRPC Director Codo-Salisbury noted that the same data and analysis would be applied to any new application; the process for a privately initiated amendment would look the same as the current process.

Chair Flores reiterated his opinion that any changes to the mining overlay—such as adding or removing properties—should come from the applicant, not the County. He expressed concern that this county-initiated amendment bundles multiple changes together in a way that feels similar to state or federal amendments that add unrelated items. Chair Flores expressed his support for the efforts to clean up the map and appreciation for the existing "no-mine zone," though personally he would like the U.S. Highway 17 corridor fully protected from mining and to be bigger; his main objection is that the amendment alters what he feels is Mosaic's overlay map even though the map is the County's. He is open to discussion but feels Mosaic as the applicant should be responsible for proposing additions or deletions to the map.

CFRPC Director Codo-Salisbury responded regarding the green area on the map and noted this is county-initiated and should be as it is the no-mining addition to the overlay. She invited the attorneys to provide input as needed, but emphasized for clarification that the county is within its bounds to amend the phosphate mining overlay as it is intended to be a guide for the county's use; the information provided by the map is not an entitlement for mining.

Commissioner Flores expressed that he too has received calls from concerned citizens and though he is not familiar with the details of the senate bill that was referenced, he sees the struggle between people not wanting development and the need for development and growth. Additionally, he understands both sides, many people are connected to Mosaic in various ways and though some people are saying that the County sold land to Mosaic, this is not true.

Attorney Kristin Ottinger reminded the Board as well as the public that this update to the mining overlay is being initiated by the County, not Mosaic, and the actions being taken now were directed by a previous Board. The overlay does not provide any entitlement; the purpose is to provide transparency.

Mr. Schweiss addressed the Board about questions regarding the shape of the no-mine map. He referenced previous concerns that the overlay would grow to cover the County, locations of conservation easements as well as potential liability issues for the County and complications surrounding land use and zoning categories related to mining.

Chair Flores called for any further questions or comments from the Board.

Commissioner Miller expressed agreement and support for Commissioner Chancey's comment that only Mosaic-owned properties are included in this overlay.

Commissioner Wells expressed his support for this as well.

Chair Flores recessed the meeting at 6:43 p.m.
Chair Flores reconvened the meeting at 6:53 p.m.

Chair Flores called for any further questions or comments from Commissioners or staff in reference to this item.

Commissioner Chancey asked if the green no-mining area was added to the map by the previous Board.

Chair Flores affirmed that this area was voted on by the previous board.

Commissioner Chancey inquired about the process to add white areas contiguous to the green to this no-mine zone area.

Attorney Ottinger explained that for today's purposes what is before the Board today references only the green no-mine area and there is no data or information related to the white areas for consideration of these areas.

CFRPC Director Codo-Salisbury referenced the data and information provided by Mr. Schweiss and noted that when areas of land have been designated as conservation areas then the right to mine has been subjugated to that as well.

Commissioner Chancey proposed talking to the landowners of the green areas where there is potentially ore and asking if they would want their land to be included in the mining overlay or not.

Attorney Ottinger noted the need for the County to tread lightly regarding areas where mining decisions might be seen as taking away the rights of landowners.

Commissioner Chancey referenced the U.S. Highway 17 corridor and whether the no mining area is protecting this corridor. CFRPC Director Codo-Salisbury affirmed that the green no-mining area does not cover the corridor, but there is a policy regarding the overburden specific to the corridor.

Attorney Ottinger noted that there is nothing that prevents an application from being put forth by a landowner in the white area of the map.

Chair Flores referenced the comments made by Mr. Schweiss regarding transferring private land to a no-mining area on the mining overlay and potential legal ramifications that could result if a landowner wanted their land to potentially be used for mining.

Commissioner Chancey reiterated that it should be the decision of the property owner to determine if his/her land should be protected from mining or not. He stated a desire to protect the area as much as possible.

Chair Flores stated that his position was related to protecting the future of Hardee County and future commercial opportunities; he referenced the U.S. Highway 17 corridor as a development opportunity and noted that the IDA (Industrial Development Authority) is conducting a study on this. He invited Mr. Schweiss to address the Board.

Mr. Schweiss expressed a desire to rephrase his previous explanation; the map originated from Mosaic based upon reserve data and the purpose was to provide clarity on where mining is never going to occur either due to a history of mining or lack of reserves. Additionally, some areas on the map have not been mined and if a landowner would potentially want the opportunity for mining in the future, then it did not make sense to include this in a no-mining area as it could be seen as taking away the landowner's right to mining.

Mr. Schweiss and Commissioner Chancey discussed areas in the southern part of the county that still have ore or minerals. Mr. Schweiss reiterated that Mosaic wanted to protect the County in arguments with families or landowners who might want to preserve their right to mining in the future.

Commissioner Miller asked about the restricted corridor and inquired of staff if the mining ordinance identifies this restricted area. Mining Coordinator Butler noted that the area is defined in the reclamation standards, but the U.S. Highway 17 corridor is not specifically identified. The reclamation standards reference roadways, arterial and collector roadways as well as types of reclamation that can be done in these areas; they protect more than just the U.S. Highway 17 corridor.

Commissioner Miller confirmed with staff that this is not a prohibition of mining but rather an outline of an accelerated reclamation schedule. Mining Coordinator noted that the overlay refers to the type of reclamation. Commissioner Miller clarified that there really is no restricted corridor for phosphate mining.

4. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Flores called for public comments noting that these comments are limited to three minutes.

The following persons addressed the Board:

Mr. Thomas Stanton
Mr. Harry Lewis
Ms. Jeannie Lewis
Mr. Pete Brewer

5. COMMISSIONER COMMENTS

Chair Flores opened the floor for comments from the Board related to or referencing public comments given.

Commissioner Chancey noted that it is a valid question why Manatee and other counties do not have a mining overlay; he acknowledged that as long as the land is zoned agricultural it can be mined. Commissioner Chancey restated his desire that

the mining overlay only include properties that are currently owned by Mosaic; this is simple and does not complicate the issue.

Mining Attorney Day informed the Board that the current mining overlay is how Hardee County has historically chosen to depict resources in the context of mining; other communities have used different but also valid versions of resource maps. The mining overlay is one resource component of the growth management plan; the purpose of the overlay map is to be a depiction of the resources and offsite impacts. Mining Attorney Day pointed out that the driving force of the 2023 updates was not based on ownership of the land, though if this were the desire of the Board, staff would need to research how to convey this as part of the resource map series.

Chair Flores stated that the Board needs to come up with a game plan for how to move forward and how to direct staff. He noted that multiple commissioners would be in favor of the map depicting land that is owned by Mosaic if this is an option. In addition to the purpose of the overlay being transparency, not an entitlement to mine, Chair Flores highlighted two points:

1. The mining overlay should define phosphate mining as well as any processes used.
2. Any land that is added to the overlay should follow a process that is directly applied for by the applicant.

Commissioner Miller affirmed that the administrative discussion does not allow staff to add or subtract land without this request coming before the Board for approval as well as the Planning & Zoning Board and Florida Commerce. He expressed his support for Commissioner Chancey's suggestion to remove any land from the overlay that is not owned by Mosaic and to approve the proposed deletions as well as the no-mine area.

Commissioner Chancey expressed his support for the points made by Chair Flores. He inquired if anyone from the mining industry could comment on the policies in other counties regarding locating ore for mining.

Mr. Schweiss informed the Board that the maps used in other counties as part of their comprehensive plans are often based off old U.S. Geological Society data that tracked the existence of minerals, but do not necessarily or accurately reflect the mining reserves. He noted that Mosaic has more granular data based on experience and/or knowledge of previous mining that has occurred in the area. Mr. Schweiss also commented on the overlay reflecting Mosaic owned land and noted that this would then not reflect lands that are leased by Mosaic like the corridor to the Eastern Reserve.

Commissioner Wells inquired about the Ben Hill Griffin property; Mr. Schweiss affirmed the existence of merchantable phosphate on the land, but noted its distance from other mining properties as well as the fact that it is located across the river.

Commissioner Wells inquired about the future of mining in Desoto County.

Mr. Schweiss explained that there is land in Desoto County zoned for mining with phosphate reserves under it; a mining facility would need to be constructed there for mining to occur, but this will likely not take place before South Fort Meade is mined out and the South Pasture Mine is refurbished and mined. He provided some history as to why this is the case.

Commissioner Chancey inquired about the timeline for the South Pasture Mine, South Pasture Extension, and North Pasture of CF and noted the paperwork says mining through 2043. Mr. Schweiss stated that though he is not looking at a long-term mine plan this timeline sounds accurate.

Chair Flores recapped the discussion to provide direction for county and CFRPC staff: a consensus of four commissioners who would like the mining overlay to reflect land owned (and/or leased) by Mosaic and proposed removal of properties from the overlay being fine. He also expressed a desire for properties to be added only through applicant requests coming before the Board.

Chair Flores called for any additional comments from the Board.

Commissioner Chancey inquired if the proposed revisions would be completed and returned by staff for the February 5th BOCC meeting. County Manager Atchley affirmed this to be the case.

Chair Flores called for further comments from staff.

County Manager Atchley inquired if CFRPC staff, Mining Attorney Day or county staff had any clarifying questions in preparation for the February 5th meeting.

CFRPC Director Codo-Salisbury confirmed that they did not have any further questions and thanked the Board for their time and dedication to the topic and discussion.

Mining Attorney Day thanked the Board and noted she did not have any additional questions.

Mining Coordinator Butler requested clarification regarding the mining overlay map and whether staff should leave areas that had been mined and reclaimed but are no longer under Mosaic ownership such as Hardee Lakes, the mulch plant, and Shadow Lawn.

Commissioner Chancey noted that the definition per the overlay references areas where mining has occurred, is occurring and will occur.

Mining Attorney Day noted that the *Growth Management Act* does not go into detail regarding how and if to show resources that have been taken out; however, the current definition includes resources as well as past activities that could have impacts and offsite impacts. She explained that staff along with CFRPC will consider and explore what potential unintended consequences there might be from altering the maps to reflect data drawing from ownership versus resources; these findings will be presented at the February 5th meeting.

Chair Flores thanked the Board, staff, and public and expressed his appreciation for their participation in the meeting.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 7:41 p.m.

X

Noey A. Flores, Chair
Board of County Commissioners

X

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

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Casey Dasher, Public Safety Director** - EMS Week
SUGGESTED ACTION:	

ATTACHMENTS:
Proclamation - EMS Week.docx

Hardee County
FLORIDA

EMS Week
PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and,

WHEREAS, the members of Hardee County Fire Rescue are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and,

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and,

WHEREAS, emergency medical services fill healthcare gaps by providing important, out-of-hospital care; and,

WHEREAS, the emergency medical services system in Hardee County consists of firefighters, emergency medical technicians, paramedics, dispatchers, law enforcement officers, educators, administrators, nurses, physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services team engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week May 17-23, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** do hereby recognize May 17-23, 2026, as **"Emergency Medical Services Week"** in Hardee County.

ADOPTED AND PASSED, this 21st day of May in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 21, 2026

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Motion to approve the budget amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amend 04.17.26.pdf
Oper amend 04.17.26.pdf

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 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: April 17, 2026

The first operating amendment is to increase the grant and professional services line regarding the Sheriff Office New Building in the amount of $786,335. This is a result of change order #1 for the Lunz Group.

The second amendment is to true up the balance in the Wellness Program Lines and bring forward the ending balance from FY25. We are increasing the cash forward and expense line by $12,151.29. We are increasing the Contribution line and the expense line by $2,000. After these items the ending balance in wellness promotions is $32,151.29.

Staff recommends approval of these amendments.

OPERATING BUDGET AMENDMENTS 2025-2026

May 21, 2026

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-06	FDLE Grant-Sheriff Office New Building	$ 10,568,749.00	$ 10,601,679.00	$ 786,335.00		$ 11,388,014.00	To increase revenues and expenses for PO#533314, Lunz Group CO#1.
135-521-331-00	FDLE SO Professional Services	$ 600,000.00	$ 632,930.00	$ 786,335.00		$ 1,419,265.00	
001-399-000-02	Wellness Program Cash Forward	$ 18,000.00	$ 18,000.00	$ 12,151.29		$ 30,151.29	To bring the balance from the previous year into the FY26 year.
001-513-331-02	Wellness Promotions	$ 18,000.00	$ 18,000.00	$ 12,151.29		$ 30,151.29	
001-366-000-16	Wellness Contributions	$ -	$ -	$ 2,000.00		$ 2,000.00	
001-513-331-02	Wellness Promotions	$ 18,000.00	$ 30,151.29	$ 2,000.00		$ 32,151.29	

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Lindsey Barwick, Clerk of Courts
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the fixed asset transfers and disposals as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
MEMO.jpeg
TRANSFER FORM.jpeg
1981 MACK SEMI TRUCK FROM SO.jpeg

Hardee County
FLORIDA

Public Works Division

To: Hardee County Board of County Commissioners

Through: Misti Flowers, Public Works Operations Manager

From: Diane Moore, Budget Manager

Subject: Asset Transfer

Date: 05/07/2026

Good morning,
We are requesting the following assets to be transferred:

3050- 1981 Mack truck Semi from Sheriff Office to Road and Bridge, this unit is currently in good condition and will be utilized through-out the county.

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
VICE CHAIR, DISTRICT 1

NOEY FLORES
CHAIR, DISTRICT 2

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

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

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

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

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

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

	PRC #	Description	Condition **
1	3050	1981 Mack Semi truck	good
2		VIN: 2N178C7BA072512	
3			
4			
6			
7			
8			
10			
11			
12			
13			
14			
15			
16			

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

Other _____

From: Hardee County Sheriff Office Date 5/6/2026
(Department) (Department Head)

To: Road and Bridge Date 5/6/2026
(Department) (Department Head)

Custody Accepted: _____ Date ___/___/20___

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



AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation District One Priority Project Program grant application for West Main Street resurfacing from State Road 64 to Griffin Whidden Road in the amount of $2,780,448.48; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Signed-Application- W Main St.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
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hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Martha Felix, Grants Manager

Through: Doug Baber, Assistant County Manager

Subject: West Main Street Resurfacing Project

Date: May 21, 2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) District One Priority Project Program for the West Main Street Resurfacing Project, from SR 64 to Griffin Whidden Road.

The application requests grant funding in an amount not to exceed $2,780,448.48, with no local cash match required.

If awarded, the funds will be used for preliminary engineering, construction engineering and inspection, and construction activities associated with roadway rehabilitation, safety improvements, and drainage enhancements along approximately 1.3 miles of West Main Street.

Staff t requests ratification of the FDOT grant application submission.

District One
Priority Project Information Packet

Please fill out this application completely. Please ensure all attachments are LEGIBLE Applications containing insufficient information will not be reviewed by the FDOT.

Name of Applying Agency: Hardee County

Project Name: W Main Street

Project Category:

Congestion Management ☐ TRIP ☐ CIGP ☒

Transportation Alternative ☐ Transit/Modal ☐

For more information on State Grant Programs (CIGP, SCOP, SCRAP, TRIP) please click here.

Is applicant LAP certified? Yes ☐ No ☒

Is project on State Highway System? Yes ☐ No ☒
If the project is off the state system and the applicant is LAP certified the project will be programmed as a LAP project.

Is the roadway on the Federal Aid Eligible System? Yes ☒ No ☐
If yes, provide Federal Aid roadway number: 06510000
If no, give local jurisdiction: Click here to enter text.
http://www.fdot.gov/statistics/fedaid/

Detailed Project Limits/Location:
Describe begin and end points of project, EX., from ABC Rd. to XYZ Ave. Limits **run south to north or west to east.** Include jurisdiction (city/county), project length, attach a labeled project, map.
W. Main Street from SR 64 to Griffin Whidden Road, Hardee County. The project is approximately 1.3 miles in length.

Discuss how this project is consistent with the MPO/TPO Long Range Transportation Plan?
Page Number (attach page from LRTP): See Pavement Management Report

Discuss the project in the local jurisdiction's Capital Improvement Plan?
(Attach page from CIP): See attached Pavement Management Report

Project Description

Phase(s) requested:

Planning Study ☐ PD&E ☐ PE ☒ ROW ☐ CST ☒ CEI ☒

Project cost estimates by phase (Please include detailed cost estimate and documentation in back-up information):

Phase (PD&E, ROW, PE, CST)	Estimated Total Cost	Funds Requested	Matching Local Funds	Local Fund Source	Type of Match (Cash, in-kind)
PE	**275746**	**275746**	**0**	**0**	**0**
CEI	**206810**	**206810**	**0**	**0**	**0**
CST	**2297891**	**2297891**	**0**	**0**	**0**
[Phase]	**0**	**0**	**0**	**0**	**0**

Total Project Cost: $ 2,780,448.48

Project Details: Clearly describe the existing conditions and the proposed project and desired improvements in detail. Please provide studies, documentation, etc., completed to-date to support or justify the proposed improvements. Include labeled photos and maps. (Add additional pages if needed):

The existing W. Main Street, from SR 64 to Griffin Whidden Road, will be milled 2 inches and resurfaced with 1" of structural asphalt and 1" of asphalt friction course, as the main rehabilitation strategy to extend the design life of the driving surface. A percentage of the project limits (estimated 20%) will be full depth reconstructed as determined by geotechnical investigation to coincide with the visual evidence of signficant cracking limits. The anticipated full depth pavement structure will be a 12" stabilized subgrade, an OBG 9 (10" limerock) base course, 2" of structural asphalt and 1" of asphalt friction course. The typical section will be improved to two eleven-foot travel lanes, four-foot paved shoulders and four-foot stabilized, unpaved shoulder on each side of the roadway. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.3 miles in length. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for this segment of West Main St. is only 35.2 per the result of our Pavement Management Program (PMP).

Constructability Review

For items 2-9 provide labeled and dated photos (add additional pages if needed)

1. Discuss other projects (ex. drainage, utility, etc.) programmed (local, state or federal) within the limits of this project? N/A

2. Does the applicant have an adopted ADA transition plan? Yes ☒ No ☐

Identify areas within the project limits that will require ADA retrofit. (Include GIS coordinates for stops and labeled photos and/or map.)
N/A

3. Is there a rail crossing along the project?
   Yes ☐ No ☒
   What is the Rail MP?
   Enter MP

4. Are there any transit stops/shelters/amenities within the project limits?
   Yes ☐ No ☒

   How many? Click here to enter text.

   Stop ID number: Click here to enter text.
5. Is the project within 10-miles of an airport? Yes ☐ No ☒

6. Coordinate with local transit and discuss improvements needed or requested for bus stops?
   (add additional pages if needed):
   N/A

7. Are turn lanes being added? Yes ☐ No ☒

   If yes, provide traffic counts, length, and location of involved turn lanes.
   Click here to enter text.

8. Drainage structures:
   - Number of culverts or pipes currently in place: 11

   - Discuss lengths and locations of each culvert along the roadway: There are 10 side drains (under driveways) and 1 cross drain. The length of each side drain is approximately 15 feet and the length of the cross drain is approximately 42'.

   - Discuss the disposition of each culvert and inlet. Which culverts are "to remain" and which are to be replaced, upgraded, or extended? Depending on the condition of culverts/structures, they will remain in place or be replaced in kind. It is estimated that half will be replaced.

   - Discuss drainage ditches to be filled in?
     (Discuss limits and quantify fill in cubic yards) Due to the addition of shoulders, there will be regrading needed. The estimated cut fill is: 2490 CY of excavation and 3910 CY of embankment.

   - Describe the proposed conveyances system (add additional pages if needed.)
     Regrading of existing ditches.

- Are there any existing permitted stormwater management facilities/ponds within the project limits? Yes ☐ No ☒

- If yes, provide the location and permit number (add additional pages if needed) N/A

- Discuss proposed stormwater management permits needed for the improvements. A permit/exemption from the SFWMD would be needed. Shoulders are being added for safety reasons, so it will likely meet exemption 62-330.051(4)(C) or 62-330.051(4)(E).

- List specific utilities within project limits and describe any potential conflicts (add additional pages if needed): N/A

- Discuss Bridges within project limits? N/A

- Can bridges accommodate proposed improvements? Yes ☒ No ☐
  If no, what bridge improvements are proposed? (Offset and dimensions of the improvements, add additional pages if needed):
  No bridges in project limits.

9. Has Right-of-way (ROW), easements, or ROW activity already been performed/acquired for the proposed improvements? If yes, please provide documentation

   Yes ☐ No ☒

   If ROW or Easements are needed detail expected area of need (acreage needed, ownership status):
   No R/W acquisition needed for improvements.

10. Discuss required permits (ERP, Drainage, Driveway, Right of Way, etc.): ERP

    If none are needed, state the qualified exemption:
    A permit/exemption from the SFWMD would be needed. Shoulders are being added for safety reasons, so it will likely meet exemption 62-330.051(4)(C) or 62-330.051(4)(E).

11. Are there any wetlands within the project limits? Yes ☐ No ☒

    If yes, list the type of wetlands, estimated acreage and if mitigation will be required. Please note whether the project is within the geographic service area of any approved mitigation banks. Provide any additional information:
    Click here to enter text.

12. Are there any federal or state listed/protected species within the project limits?
    Yes ☐ No ☒

If yes, list the species and what, if any mitigation or coordination will be necessary: Click here to enter text.

If yes, discuss critical habitat within the project limits: Click here to enter text.

13. Discuss whether any prior reviews or surveys have been completed for historical and archaeological resources (include year, project, results)
    N/A

14. Are any Recreational, historical properties or resources covered under section 4(f) property within the project limits? Yes ☐ No ☒
    (Provide details) Click here to enter text.

15. Discuss whether any prior reviews or surveys have been completed for sites/facilities which may have potential contamination involvement with the proposed improvements. This should include a discussion of locations which may directly impact the project location, or be which may be exacerbated by the construction of the proposed improvements. N/A

16. Are lighting improvements requested as part of this project? Yes ☐ No ☒
    Please provide a lighting justification report for the proposed lighting.
    Click here to enter text.

17. Is a mid-block crossing proposed as part of the project? Yes ☐ No ☒
    If yes, please provide the justification for mid-block crossing.
    Click here to enter text.

Required Attachments

A. Detailed Project Scope with Project Location Map with sufficient level of detail (Please include typical section of proposed improvements)
B. Project Photos – dated and labeled (this is important!)
C. Detailed Cost Estimates including Pay Items
D. LRTP and Local CIP page
E. Survey/As-builts/ROW documentation/Utility/Drainage information
F. Detailed breakdown of ROW costs included in estimate (if ROW is needed/included in request or estimate)

Applicant Contact Information

Agency Name:
Mailing Address: 412 W. Orange Street, Suite 103 Wauchula, FL 33873
Contact Name and Title: Terry Atchley, County Manager
Email: terry.atchley@hardeecountyfl.gov **Phone: (863) 773-9430**

Signature: Terry Atchley (Mar 30, 2026 17:10:58 EDT) **Date:** 30/03/2026

Your signature indicates that the information included with this application is accurate.

Maintaining Agency:
Contact Name and Title: Christopher Simpron, Assistant County Manager
Email: christopher.simpron@hardeecountyfl.gov **Phone: (863) 473-4130**

Signature: Christopher Simpron **Date:** 30/03/2026

Your signature serves as a commitment from your agency to maintain the facility requested.

MPO/TPO:
Contact Name and Title: Marybeth Soderstrom, Transportation Director
Email: msoderstrom@cfrpc.org **Phone: (863) 534-7130**

Signature: Marybeth Soderstrom **Date:** 31/03/2026

Your signature confirms the request project is consistent with all MPO/TPO plans and documents, is eligible, and indicates MPO/TPO support for the project.



Project Location Map
West Main Street
(from SR 64 to Griffin Whidden Road)



Date: 11/2024
N 27°29'11.63" W 81°52'17.23"
West Main Street
Wauchula, FL



Date: 11/2024
N 27°29'45.27" W 81°52'17.23"
West Main Street
Wauchula, FL

ENGINEERS COST ESTIMATE

Project Name: W. Main Street

(from SR 64 to Griffin Whidden Rd)

Project Description: The existing W. Main Street, from SR 64 to Griffin Whidden Road, will be milled 2 inches and resurfaced with 1" of structural asphalt and 1" of asphalt friction course, as the main rehabilitation strategy to extend the design life of the driving surface. A percentage of the project limits (estimated 20%) will be full depth reconstructed as determined by geotechnical investigation to coincide with the visual evidence of signficant cracking limits. The anticipated full depth pavement structure will be a 12" stabilized subgrade, an OBG 9 (10" limerock) base course, 2" of structural asphalt and 1" of asphalt friction course. The typical section will be improved to two eleven-foot travel lanes, four-foot paved shoulders and four-foot stabilized, unpaved shoulder on each side of the roadway. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.3 miles in length. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for this segment of West Main St. is only 35.2 per the result of our Pavement Management Program (PMP).

Date: 3/18/2026

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
	Roadway				
0101 1	MOBILIZATION	1	LS	$154,740.16	$ 154,740.16
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$143,277.92	$ 143,277.92
0104 10 3	SEDIMENT BARRIER	6800	LF	$2.57	$ 17,476.00
0104 11	FLOATING TURBIDITY BARRIER	100	LF	$34.11	$ 3,411.00
0110 1 1	CLEARING AND GRUBBING	6.1	AC	$27,652.89	$ 168,682.63
0110 7 1	MAILBOX, F&I SINGLE	12	EA	$715.31	$ 8,583.72
0120 1	REGULAR EXCAVATION	2491	CY	$46.01	$ 114,620.52
0120 6	EMBANKMENT	3911	CY	$56.52	$ 221,056.00
0160 4	TYPE B STABILIZATION	4459	SY	$11.66	$ 51,988.05
285701	OPTIONAL BASE GROUP 1	7962	SY	$27.63	$ 220,021.31
285709	OPTIONAL BASE GROUP 9	3433	SY	$36.68	$ 125,928.80
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	16134	SY	$3.80	$ 61,309.20
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	1217	TN	$206.52	$ 251,334.84
0337 7 82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5	888	TN	$256.93	$ 228,155.62
0430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	150	LF	$282.34	$ 42,351.00
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	50	LF	$219.90	$ 10,995.00
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	2	EA	$7,762.61	$ 15,525.22
0430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	20	EA	$5,037.59	$ 100,751.80
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	14	SY	$164.21	$ 2,298.97
0546 71 1	RAISED RUMBLE STRIP SET - PERMANENT	4	EA	$1,214.60	$ 4,858.38
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	500	LF	$38.18	$ 19,090.00
0570 1 1	PERFORMANCE TURF	18333	SY	$4.18	$ 76,633.33
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	18	AS	$743.85	$ 13,389.30
0700 1 60	SINGLE POST SIGN, REMOVE	2	AS	$94.26	$ 188.52
0705 10 1	OBJECT MARKER, TYPE 1	6	EA	$325.58	$ 1,953.48
0705 10 2	OBJECT MARKER, TYPE 2	20	EA	$193.02	$ 3,860.40
0705 10 3	OBJECT MARKER, TYPE 3	4	EA	$351.57	$ 1,406.28
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	238	EA	$6.07	$ 1,442.23
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	48	LF	$10.23	$ 491.04
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	2.500	GM	$6,770.88	$ 16,927.20
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.580	GM	$7,149.93	$ 4,146.96
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0.720	GM	$2,912.80	$ 2,097.22

Subtotal	**$ 2,088,992.09**
Contingency (10%)	**$ 208,899.21**
Utility Work Estimated Cost**	**$ -**
Total Cost of FDOT Non-Participating Items**	
Design Estimated Cost (12%)	$ 275,746.96
CEI Estimated Cost (9%)	$ 206,810.22
TOTAL PROJECT COST	**$ 2,780,448.48**

Definitions

CEI - Construction Engineering and Inspection

Total Project Cost - Total cost of project

FDOT Non-Participating - Local funds not reimbursable

Non-participating items:

*Florida Statutes prohibit certain work types for funding opportunities, including capacity and pedestrian improvements. For example, installation of sidewalks would require an alternate fund source.

****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc...

Application- W Main St

Final Audit Report 2026-03-31

Created:	2026-03-30
By:	Martha Felix (martha.felix@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4LaJ-jPGsYg7a35HNT-YFh7f2hSylhem

"Application- W Main St" History

Document created by Martha Felix (martha.felix@hardeecounty.net)
2026-03-30 - 9:05:49 PM GMT

Document emailed to Terry Atchley (terry.atchley@hardeecountyfl.gov) for signature
2026-03-30 - 9:05:57 PM GMT

Document emailed to Christopher Simpron (christopher.simpron@hardeecounty.net) for signature
2026-03-30 - 9:05:57 PM GMT

Document emailed to Marybeth Soderstrom (msoderstrom@cfrpc.org) for signature
2026-03-30 - 9:05:57 PM GMT

Email viewed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
2026-03-30 - 9:06:03 PM GMT

Email viewed by Christopher Simpron (christopher.simpron@hardeecounty.net)
2026-03-30 - 9:06:03 PM GMT

Document e-signed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
Signature Date: 2026-03-30 - 9:10:58 PM GMT - Time Source: server

Document e-signed by Christopher Simpron (christopher.simpron@hardeecounty.net)
Signature Date: 2026-03-30 - 9:54:11 PM GMT - Time Source: server

Email viewed by Marybeth Soderstrom (msoderstrom@cfrpc.org)
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Document e-signed by Marybeth Soderstrom (msoderstrom@cfrpc.org)
Signature Date: 2026-03-31 - 1:11:42 PM GMT - Time Source: server

Agreement completed.
2026-03-31 - 1:11:42 PM GMT

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation, Transportation Alternatives Set-Aside Program Funding Application for Martin Luther King Jr Avenue sidewalk project in the amount of $1,430,044.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Signed-MLK West Fl application.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Martha Felix, Grants Manager

Through: Doug Baber, Assistant County Manager

Subject: MLK Jr. Avenue Sidewalk Project

Date: May 21, 2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Transportation Alternatives Set-Aside Program for the Martin Luther King Jr. Avenue Sidewalk Project (West Side), located within the City of Wauchula.

The application requests grant funding in an amount not to exceed $1,430,044.00, with no local cash match required.

If awarded, the funds will be used for preliminary engineering, construction, and construction engineering and inspection (CEI) associated with the installation of approximately 2,490 linear feet of ADA-compliant sidewalk along the west side of Martin Luther King Jr. Avenue, from South Road to Carlton Street. The project is intended to improve pedestrian safety and connectivity for residents, including school children, low-income households, and other disadvantaged or transportation-limited populations.

Staff requests ratification of the FDOT grant application submission.

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be contacted for guidance.

PART 1 – APPLICANT INFORMATION

1. **Applicant Agency Sponsor Type.** Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- [●] Local government (e.g., county, city, village, town, etc.).
- [ ] Regional transportation authority or transit agency.
- [ ] Natural resource or public land agency.
- [ ] School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.
- [ ] Recognized Tribal Government.
- [ ] Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).
- [ ] Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).
- [ ] FDOT (only by request of another eligible entity, then enter the requesting entity). If “checked”, enter the requesting entity in the space provided.

2. **Agency name of the applicant.**

Hardee County BOCC

3. **Agency contact person’s name and title.**

Christopher Simpron- Assistant County Manager/Public Works Director

4. **Agency contact person’s telephone number and email address.**

Phone: (863) 773-3272 Email: christopher.simpron@hardeecountyfl.gov

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

○ **LAP Full Certification**

Provide:

Approval Date: _____ and Expiration Date: _____

Responsible Charge Name: _____

○ **LAP Project Specific Certification**

Provide:

Approval Date: _____ Project FM(s) Number: _____

Responsible Charge Name: _____

○ **Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.**

Provide:

Sponsoring Agency Name: _____ Contact Name: _____

Address: _____ Phone: _____

● **Not LAP Certified - FDOT District will administer the project.**

Provide:

FDOT Contact Name: Holly Randolph Phone: (863) 519-2225

○ **Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.**

○ **Not Applicable – this is a Non – Infrastructure Project.**

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:.** Martin Luther King Jr. Avenue Sidewalk from South Road to Carlton Street

2. **Is this a resubmittal of a previously unfunded project?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided.

   ● Yes ○ No 2023 and 2024

3. **Does this project connect a previously funded project(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program.

   ○ Yes ● No N/A

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it.

   ○ Yes ● No N/A

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

Martin Luther King Jr Ave runs north and south from Bay Street south to Baker Street near central Wauchula, Hardee County. Martin Luther King Jr Ave has nineteen (19) side streets running either east and west on both sides of the Avenue, with five (5) of those side streets being within the proposed sidewalk project area. Proposing a sidewalk construction project along Martin Luther King Jr Ave, west side, from South Road north to Carlton Street. The proposed sidewalk is 2,490 feet long, 5 feet wide and 6 inches thick. The design meets the ADA criteria.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. **Indicate the municipality(ies) of the project location.**

City of Wauchula

2. **Indicate the county(ies) of the project location.**

Hardee County

3. **Roadway Classification**

- ○ Yes ○ No State roadway (on-system)
- ○ Yes ○ No Federal roadway
- ● Yes ○ No Local roadway (off-system)

4. **Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].**

Martin Luther King Jr. Ave

5. **Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.**

Beginning from South Road

6. **Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.**

End to north of Carlton Street

7. **Indicate the total project length, in miles and linear feet.**

2,490 feet of sidewalk

8. **Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the trailway identification number, beginning and ending mile points.

○ Yes ● No N/A

9. **Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project?** If not, select "no" and indicate N/A in the space provided. If so, select "yes", and briefly explain.

○ Yes ● No N/A

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the "Infrastructure" or "NI" selections.

- ● **A. Infrastructure.** If so, select "yes", then select the most appropriate "infrastructure" eligible activity from listing below. (Pages range 5-6)
- ○ **B. Non-infrastructure (NI).** If so, select "yes", then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal. As applicable, complete infrastructure eligible text fields.

- ● **Pedestrian and / or Bicycle facilities** (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).
- ○ **Safe Routes for Non-Drivers** (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).
- ○ **Conversion of Abandoned Railway Corridors to Trails** (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).
- ○ **Scenic Turnouts and Overlooks** (Select this box for construction of turnouts, overlooks, and viewing areas). If "yes", list any Florida Scenic Byways visible from the project or indicate N/A in text field.
- ○ **Outdoor Advertising Management** (Select this box for inventory, control, or removal of outdoor advertising). If "yes", list any Florida Scenic Byways within the project limits or indicate N/A in text field.
- ○ **Historic Preservation and Rehabilitation of Historic Transportation Facilities** (Select this box for historic preservation or rehabilitation of historic transportation facilities). If "yes", list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field.
- ○ **Vegetation Management** (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If "yes", list any Florida Scenic Byways within the project limits, or indicate N/A in text field.

- **Archaeological Activities** (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If "yes", list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field.

- **Stormwater Mitigation** (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

- **Wildlife Management** (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

- **Boulevards** (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow FDOT Context-Based Solutions). If "yes", list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field.

- **Recreational Trails Program** (Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)). If "yes", list the parks / recreational areas within the project limits, or indicate N/A in the text field.

- **Safe Routes to Schools (SRTS)** [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If "yes", list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided.

- **Other surface transportation eligible purpose** (Only if within urbanized areas with a population greater than 200,000). If "yes", list the eligible activity or indicate N/A in the space provided.

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

- **Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.**
- **Workforce development, training and education activities that are eligible uses of TA funds.**
- **SRTS projects, codified as 23 U.S.C. 208.** This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided.

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

- Number of walk or bicycle audits.
- Number of bicycle skills / safety classes.
- Number of pedestrian skills / safety classes.
- Number of community demonstration projects.
- Number of community encouragement activities.
- Number of community challenges.
- Number of community workshops / stakeholder meetings.
- Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.
- Number of school assemblies receiving pedestrian / bicycle safety instruction / education.
- Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).
- Number of after school programs receiving pedestrian / bicycle safety instruction / education.
- Number of bicycle rodeos.
- Number of pedestrian safety skills events.
- Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. **Select one box that describes the geographic population size of the project area.**
   - ● Non-Urban Area with a population of 5,000 or less
   - ○ Urban Area with a population greater than 5,000 but no more than 50,000
   - ○ Urban Area with a population greater than 50,000 but no more than 200,000
   - ○ Urban Area with a population greater than 200,000

2. **Is the project within the boundary of an MPO*?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the MPO in the space provided.

   ● Yes ○ No Heartland Regional Transportation Planning Organization (HRTPO)

3. **Is the project within the boundary of a Transportation Management Area (TMA)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the TMA in the space provided.

   ○ Yes ● No N/A

4. **Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.?** If not, select "no", and indicate N/A in the space provided. If so, select "yes" and indicate the REDI / RAO in the space provided.

   ● Yes ○ No RAO

5. **Indicate the United States Congressional District number(s) of the project location.**

   Under Florida's 17th Congressional District

6. **Will the project address transportation access by improving conditions and / or address solutions by providing mobility improvements for disadvantaged groups, underserved communities, and / or non-drivers (e.g., children, older adults, those with limited / restricted transportation options, people with health conditions or impairments, or vulnerable road users)?** If not, select "no" and indicate N/A in the space provided. If so, select "yes" and briefly explain how the project improves conditions (e.g., community access point(s) and destinations the project benefits, free or reduced-priced school meals, and how SRTS projects benefit the students, etc.).

   ● Yes ○ No This will provide access to school children with low-income families and disadvantaged communities who can't afford private transportation.

7. **Are there transit stops / shelters / support facilities within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the identification number.

   ○ Yes ● No N/A

8. **Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?**

   ○ Yes ● No

**** Metropolitan / Transportation Planning Organization / Agency (MPO)***

9. **Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?**

   ● Yes ○ No

10. **Would the project implement a bicycle or pedestrian action plan(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and specify the name of the plan and date of adoption.

    ○ Yes ● No N/A

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. **Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement?** If "yes", explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If "no", indicate N/A in the space provided.

   ○ Yes ● No N/A

2. **Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project?** If "yes", provide meeting information, including the date and type of advisory board meeting, and the input received. If "no", indicate N/A in the space provided.

   ○ Yes ● No N/A

3. **Was there an advertised public meeting to discuss the project?** If "yes", provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If "no", indicate N/A in the space provided.

   ○ Yes ● No N/A

4. **Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project?** If "yes", briefly explain. If "no", indicate N/A in the space provided.

   ● Yes ○ No There were some discussions with the school principals, the school board, and the county.

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption.

● Yes ○ No This sidewalk project supports the HRTPO's LRTP

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. **Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**
   ○ Yes ● No
2. **Does the project involve state-owned conservation lands?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity.
   ○ Yes ● No N/A
3. **Does a railway facility exist within 1,000 feet of the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate railway facility.
   ○ Yes ● No N/A
4. **Does the project physically cross a railway facility?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the crossing's railway identification number, and beginning and ending mile points.
   ○ Yes ● No N/A
5. **Would the project provide lighting at locations with nighttime crashes?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe the proposed lighting in the space provided.
   ○ Yes ● No N/A
6. **Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe proposed ADA improvements in the space provided.
   ● Yes ○ No The sidewalk shall meet ADA requirements.

7. **Is an Environmental Assessment for the project complete?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe any specific issues in the space provided.

   ○ Yes ● No N/A

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select "unknown".

   ○ Yes ○ No ● Unknown

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list State Site Number (aka Site File Number) for the sites. If applicable, select "unknown".

   ○ Yes ○ No ● Unknown

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the facilities in the space provided.

    ○ Yes ● No N/A

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the navigable waterways.

    ○ Yes ● No N/A

12. **Are there any wetlands within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. Include permit types required and any obtained for the project.

    ○ Yes ● No N/A

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown".

    ○ Yes ● No ○ Unknown N/A

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown".

    ○ Yes ● No ○ Unknown N/A

15. **Are there any noise-sensitive areas near the project area?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown"

    ○ Yes ● No ○ Unknown N/A

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. **Are signed and sealed design plans available for this project?**
   - ○ Yes
   - ● No

2. **If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status and briefly describe in the space provided.**
   - ○ No design plans
   - ○ 30% design plans
   - ○ 60% design plans
   - ○ 90% design plans
   - ● Other:

Design Plans shall be developed when the project is funded.

3. **If design is at 100 percent, indicate the date of the plans. Then, briefly describe in the space provided.**

Design Plans has not been started.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

PART 11 – OWNERSHIP / ROW STATUS

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

   ○ Yes ● No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.**

N/A. The sidewalk project limits are proposed within the county right-of-way.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.
1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable).
2) As applicable, letter from local agency budget office committing local funds to the project.

***** Note: Applications for NI Projects to skip to page 15.*****

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs ($)				
				Federal Funds		Non-Federal / Local Funds		Total Cost Estimate ($)
		Start (mm/yy)	End (mm/yy)	TA Program ($)	Other Federal ($)	Non-TA/ Local Funds ($)	Other ($)	
Planning Development (Corridor or Feasibility)								$ 0.00
PD&E								$ 0.00
Preliminary Engineering / Design (PE)				$ 125,260.00				$ 125,260.00
Environmental Assessment (associated with PE)								$ 0.00
Permits (associated with PE)								$ 0.00
ROW								$ 0.00
Construction				$ 1,252,593.(				$ 1,252,593.00
CEI				$ 52,191.00				$ 52,191.00
Other costs (describe)								$ 0.00
							Total Infrastructure Project Cost Estimate	$ 1,430,044.00

***** Note: applications for infrastructure projects do not need to fill out this page*****

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below) In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	$ 0.00

FDOT Transportation Alternatives Program:
https://www.fdot.gov/planning/systems/systems-management/tap

FDOT Local Programs Manual:
https://www.fdot.gov/programmanagement/lap/lap-toc.shtm

FDOT Office of Environmental Management PD&E Manual:
https://www.fdot.gov/environment/pubs/pdeman/pdeman-current

FDOT Context-Based Solutions
https://www.fdot.gov/roadway/context-based-solutions

Florida Safe Routes to School Guidelines:
https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm

TRANSPORTATION ALTERNATIVES PROGRAM
CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: Martin Luther King Jr. Avenue Sidewalk Project (West Side)

LOCATION: City of Wauchula, Hardee County

PROJECT LIMITS: (from south or west limit) South Road (ties to an existing sidewalk)

(to north or east limit) Carlton Street

By checking the box you agree to do the following:

- [x] Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- [ ] Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- [ ] Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- [ ] Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- [x] Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

Christopher Simpron

* Signature

Christopher Simpron

Name (please type or print)

Assistant County Manager/Public Works Director

Title

30/03/2026

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

MLK West_FL_Application_03-27-2026

Final Audit Report 2026-03-31

Created:	2026-03-30
By:	Martha Felix (martha.felix@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIV8W0TaMTyWc8p83S6Ejlz1dq8eTupt9

"MLK West_FL_Application_03-27-2026" History

Document created by Martha Felix (martha.felix@hardeecounty.net)
2026-03-30 - 6:04:07 PM GMT

Document emailed to Christopher Simpron (christopher.simpron@hardeecounty.net) for signature
2026-03-30 - 6:04:30 PM GMT

Email viewed by Christopher Simpron (christopher.simpron@hardeecounty.net)
2026-03-30 - 6:04:37 PM GMT

Document e-signed by Christopher Simpron (christopher.simpron@hardeecounty.net)
Signature Date: 2026-03-31 - 0:35:39 AM GMT - Time Source: server

Agreement completed.
2026-03-31 - 0:35:39 AM GMT

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation, Transportation Alternatives Set-Aside Program Funding Application for Altman Road, Stenstrom Road and South Florida Avenue sidewalk project in the amount of $1,857,081.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Signed-Altman_Stenstron_FL_Application.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Martha Felix, Grants Manager

Through: Doug Baber, Assistant County Manager

Subject: Altman Rd., Stenstrom Rd., & S Florida Avenue Sidewalk Project

Date: May 21, 2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Transportation Alternatives Set-Aside Program for the Altman Road, Stenstrom Road, and South Florida Avenue Sidewalk Project, located within the City of Wauchula.

The application requests grant funding in an amount not to exceed $1,857,081.00, with no local cash match required.

If awarded, the funds will be used for preliminary engineering, construction, and construction engineering and inspection (CEI) associated with the construction of approximately 8,492 linear feet of ADA-compliant sidewalk along Altman Road, Stenstrom Road, and South Florida Avenue. The project includes the installation of a prefabricated pedestrian bridge to eliminate a critical sidewalk gap near the existing bridge at Stenstrom Road.
The project is intended to improve pedestrian safety and connectivity for residents, particularly students from Hardee Senior High School, student athletes, and individuals from low-income or transportation-limited households who currently must travel along roadway shoulders.

Staff requests ratification of the FDOT grant application submission.

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be contacted for guidance.

PART 1 – APPLICANT INFORMATION

1. **Applicant Agency Sponsor Type.** Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- ● Local government (e.g., county, city, village, town, etc.).
- ○ Regional transportation authority or transit agency.
- ○ Natural resource or public land agency.
- ○ School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.
- ○ Recognized Tribal Government.
- ○ Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).
- ○ Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).
- ○ FDOT (only by request of another eligible entity, then enter the requesting entity). If “checked”, enter the requesting entity in the space provided.

2. **Agency name of the applicant.**

Hardee County BOCC

3. **Agency contact person’s name and title.**

Christopher Simpron

4. **Agency contact person’s telephone number and email address.**

Phone: (863) 773-3272 Email: christopher.simpron@hardeecountyfl.gov

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

○ **LAP Full Certification**

Provide:

Approval Date: _____ and Expiration Date: _____

Responsible Charge Name: _____

○ **LAP Project Specific Certification**

Provide:

Approval Date: _____ Project FM(s) Number: _____

Responsible Charge Name: _____

○ **Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.**

Provide:

Sponsoring Agency Name: _____ Contact Name: _____

Address: _____ Phone: _____

● **Not LAP Certified - FDOT District will administer the project.**

Provide:

FDOT Contact Name: Holly Randolph Phone: (863) 519-2225

○ **Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.**

○ **Not Applicable – this is a Non – Infrastructure Project.**

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:.** Altman Rd., Stenstrom Rd., & Fl. Avenue Sidewalk Project

2. **Is this a resubmittal of a previously unfunded project?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided.

   ● Yes ○ No 2025-2026

3. **Does this project connect a previously funded project(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program.

   ○ Yes ● No N/A

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it.

   ○ Yes ● No N/A

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

This project includes the construction of sidewalks along Altman Road, extending from the Hardee Senior High School north to Stenstrom Road, and continuing east to South Florida Avenue, then north to Carlton Street. The application will include conceptual sidewalk plans, a pedestrian bridge brochure, and the opinion of probable cost (OPC). Please note that the cost estimate accounts for the installation of a prefab pedestrian bridge, which is necessary to close the sidewalk gap as it approaches the existing bridge at Stenstrom Road. This sidewalk project will benefit the students from the nearby Hardee Senior High School with no private transportation. The Hardee Senior High School cross-country athletic team runs daily in these areas. Currently, their main training area takes them to running on the side of the road. They currently use high visibility shirts, vests, and other items; however, sidewalks would be the best solution to keep them off the main roads. Our common goal is to make Hardee County a safe place for our community as well as our students and athletes in schools.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. **Indicate the municipality(ies) of the project location.**

City of Wauchula

2. **Indicate the county(ies) of the project location.**

Hardee County

3. **Roadway Classification**

( ) Yes ( ) No State roadway (on-system)

( ) Yes ( ) No Federal roadway

(●) Yes ( ) No Local roadway (off-system)

4. **Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].**

Altman Rd., Stenstrom Rd., & S. Fl. Avenue

5. **Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.**

Beginning at Altman Road (Hardee Senior High)

6. **Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.**

Ending at Florida Avenue

7. **Indicate the total project length, in miles and linear feet.**

8,492 feet of sidewalk

8. **Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the trailway identification number, beginning and ending mile points.

( ) Yes (●) No N/A

9. **Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project?** If not, select "no" and indicate N/A in the space provided. If so, select "yes", and briefly explain.

( ) Yes (●) No N/A

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the "Infrastructure" or "NI" selections.

- ● **A. Infrastructure.** If so, select "yes", then select the most appropriate "infrastructure" eligible activity from listing below. (Pages range 5-6)
- ○ **B. Non-infrastructure (NI).** If so, select "yes", then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal. As applicable, complete infrastructure eligible text fields.

- ● **Pedestrian and / or Bicycle facilities** (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).
- ○ **Safe Routes for Non-Drivers** (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).
- ○ **Conversion of Abandoned Railway Corridors to Trails** (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).
- ○ **Scenic Turnouts and Overlooks** (Select this box for construction of turnouts, overlooks, and viewing areas). If "yes", list any Florida Scenic Byways visible from the project or indicate N/A in text field.

N/A

- ○ **Outdoor Advertising Management** (Select this box for inventory, control, or removal of outdoor advertising). If "yes", list any Florida Scenic Byways within the project limits or indicate N/A in text field.

N/A

- ○ **Historic Preservation and Rehabilitation of Historic Transportation Facilities** (Select this box for historic preservation or rehabilitation of historic transportation facilities). If "yes", list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field.

N/A

- ○ **Vegetation Management** (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If "yes", list any Florida Scenic Byways within the project limits, or indicate N/A in text field.

N/A

- **Archaeological Activities** (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If "yes", list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field.

  N/A

- **Stormwater Mitigation** (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

- **Wildlife Management** (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

- **Boulevards** (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow FDOT Context-Based Solutions). If "yes", list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field.

  N/A

- **Recreational Trails Program** (Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)). If "yes", list the parks / recreational areas within the project limits, or indicate N/A in the text field.

  N/A

- **Safe Routes to Schools (SRTS)** [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If "yes", list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided.

  N/A

- **Other surface transportation eligible purpose** (Only if within urbanized areas with a population greater than 200,000). If "yes", list the eligible activity or indicate N/A in the space provided.

  N/A

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

- **Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.**
- **Workforce development, training and education activities that are eligible uses of TA funds.**
- **SRTS projects, codified as 23 U.S.C. 208.** This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided.

N/A

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

- Number of walk or bicycle audits.
- Number of bicycle skills / safety classes.
- Number of pedestrian skills / safety classes.
- Number of community demonstration projects.
- Number of community encouragement activities.
- Number of community challenges.
- Number of community workshops / stakeholder meetings.
- Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.
- Number of school assemblies receiving pedestrian / bicycle safety instruction / education.
- Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).
- Number of after school programs receiving pedestrian / bicycle safety instruction / education.
- Number of bicycle rodeos.
- Number of pedestrian safety skills events.
- Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).
- Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. **Select one box that describes the geographic population size of the project area.**
   - ● Non-Urban Area with a population of 5,000 or less
   - ○ Urban Area with a population greater than 5,000 but no more than 50,000
   - ○ Urban Area with a population greater than 50,000 but no more than 200,000
   - ○ Urban Area with a population greater than 200,000

2. **Is the project within the boundary of an MPO*?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the MPO in the space provided.

   ● Yes ○ No Heartland Regional Transportation Planning Organization (HRTPO)

3. **Is the project within the boundary of a Transportation Management Area (TMA)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the TMA in the space provided.

   ○ Yes ● No N/A

4. **Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.?** If not, select "no", and indicate N/A in the space provided. If so, select "yes" and indicate the REDI / RAO in the space provided.

   ○ Yes ● No RAO

5. **Indicate the United States Congressional District number(s) of the project location.**

   Under Florida's 17th Congressional District

6. **Will the project address transportation access by improving conditions and / or address solutions by providing mobility improvements for disadvantaged groups, underserved communities, and / or non-drivers (e.g., children, older adults, those with limited / restricted transportation options, people with health conditions or impairments, or vulnerable road users)?** If not, select "no" and indicate N/A in the space provided. If so, select "yes" and briefly explain how the project improves conditions (e.g., community access point(s) and destinations the project benefits, free or reduced-priced school meals, and how SRTS projects benefit the students, etc.).

   ● Yes ○ No This will provide access to low-income families and disadvantaged communities who cannot afford private transportation.

7. **Are there transit stops / shelters / support facilities within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the identification number.

   ○ Yes ○ No N/A

8. **Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?**

   ○ Yes ● No

**** Metropolitan / Transportation Planning Organization / Agency (MPO)***

9. **Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?**

   ● Yes ○ No

10. **Would the project implement a bicycle or pedestrian action plan(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and specify the name of the plan and date of adoption.

    ○ Yes ● No N/A

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. **Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement?** If "yes", explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If "no", indicate N/A in the space provided.

   ● Yes ○ No This has been brought up to the Hardee County Board of County Commissioner meeting.

2. **Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project?** If "yes", provide meeting information, including the date and type of advisory board meeting, and the input received. If "no", indicate N/A in the space provided.

   ○ Yes ● No N/A

3. **Was there an advertised public meeting to discuss the project?** If "yes", provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If "no", indicate N/A in the space provided.

   ○ Yes ● No N/A

4. **Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project?** If "yes", briefly explain. If "no", indicate N/A in the space provided.

   ● Yes ○ No There were some discussions with the school principals, the school board, and the county.

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption.

● Yes ○ No This sidewalk project supports the HRTPO's LRTP

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. **Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**
   ○ Yes ● No
2. **Does the project involve state-owned conservation lands?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity.
   ○ Yes ● No N/A
3. **Does a railway facility exist within 1,000 feet of the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate railway facility.
   ○ Yes ● No N/A
4. **Does the project physically cross a railway facility?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the crossing's railway identification number, and beginning and ending mile points.
   ○ Yes ● No N/A
5. **Would the project provide lighting at locations with nighttime crashes?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe the proposed lighting in the space provided.
   ○ Yes ● No N/A
6. **Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe proposed ADA improvements in the space provided.
   ● Yes ○ No The sidewalk shall meet ADA requirements.

7. **Is an Environmental Assessment for the project complete?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe any specific issues in the space provided.

   ○ Yes ● No N/A

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select "unknown".

   ○ Yes ○ No ● Unknown

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list State Site Number (aka Site File Number) for the sites. If applicable, select "unknown".

   ○ Yes ○ No ● Unknown

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the facilities in the space provided.

    ○ Yes ● No N/A

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the navigable waterways.

    ○ Yes ● No N/A

12. **Are there any wetlands within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. Include permit types required and any obtained for the project.

    ○ Yes ● No N/A

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown".

    ○ Yes ● No ○ Unknown N/A

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown".

    ○ Yes ● No ○ Unknown N/A

15. **Are there any noise-sensitive areas near the project area?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown"

    ○ Yes ● No ○ Unknown N/A

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. **Are signed and sealed design plans available for this project?**
   - (●) Yes
   - ( ) No

2. **If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status and briefly describe in the space provided.**
   - ( ) No design plans
   - ( ) 30% design plans
   - (●) 60% design plans
   - ( ) 90% design plans
   - ( ) Other:

100% signed and sealed designs plans will be developed when the project is awarded and funded for design phase.

3. **If design is at 100 percent, indicate the date of the plans. Then, briefly describe in the space provided.**

60% design plans is available and is attached to this application.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

PART 11 – OWNERSHIP / ROW STATUS

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

   ○ Yes ● No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.**

The proposed limits for the sidewalk project are within the county's right-of-way.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.
1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable).
2) As applicable, letter from local agency budget office committing local funds to the project.

***** Note: Applications for NI Projects to skip to page 15.*****

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs ($)				
				Federal Funds		Non-Federal / Local Funds		Total Cost Estimate ($)
		Start (mm/yy)	End (mm/yy)	TA Program ($)	Other Federal ($)	Non-TA/ Local Funds ($)	Other ($)	
Planning Development (Corridor or Feasibility)								$ 0.00
PD&E								$ 0.00
Preliminary Engineering / Design (PE)				$ 247,611.00				$ 247,611.00
Environmental Assessment (associated with PE)								$ 0.00
Permits (associated with PE)								$ 0.00
ROW								$ 0.00
Construction				$ 1,485,665.(				$ 1,485,665.00
CEI				$ 123,805.00				$ 123,805.00
Other costs (describe)								$ 0.00
							Total Infrastructure Project Cost Estimate	$ 1,857,081.00

***** Note: applications for infrastructure projects do not need to fill out this page*****

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below) In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	$ 0.00

RESOURCES

FDOT Transportation Alternatives Program:
https://www.fdot.gov/planning/systems/systems-management/tap

FDOT Local Programs Manual:
https://www.fdot.gov/programmanagement/lap/lap-toc.shtm

FDOT Office of Environmental Management PD&E Manual:
https://www.fdot.gov/environment/pubs/pdeman/pdeman-current

FDOT Context-Based Solutions
https://www.fdot.gov/roadway/context-based-solutions

Florida Safe Routes to School Guidelines:
https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm

TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: Altman Rd., Stenstrom Rd., & S. Fl. Avenue Sidewalk

LOCATION: City of Wauchula, Hardee County

PROJECT LIMITS: (from south or west limit) Florida Avenue

(to north or east limit) Altman Road

By checking the box you agree to do the following:

- [x] Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- [ ] Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- [ ] Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- [ ] Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- [x] Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

Christopher Simpron

* Signature

Christopher Simpron

Name (please type or print)

Assistant County Manager/Public Works Director

Title

30/03/2026

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

2026 Altman_Stenstromn_FL_Application_03-27-2026_1

Final Audit Report 2026-03-31

Created:	2026-03-30
By:	Martha Felix (martha.felix@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxSwrdfQmi6b8ggvu9LB0XoDEmgf_fuoA

"2026 Altman_Stenstromn_FL_Application_03-27-2026_1" History

Document created by Martha Felix (martha.felix@hardeecounty.net)
2026-03-30 - 6:15:04 PM GMT

Document emailed to Christopher Simpron (christopher.simpron@hardeecounty.net) for signature
2026-03-30 - 6:15:27 PM GMT

Email viewed by Christopher Simpron (christopher.simpron@hardeecounty.net)
2026-03-30 - 6:15:33 PM GMT

Document e-signed by Christopher Simpron (christopher.simpron@hardeecounty.net)
Signature Date: 2026-03-31 - 0:36:48 AM GMT - Time Source: server

Agreement completed.
2026-03-31 - 0:36:48 AM GMT

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program Application for Pool Road Segment 1in an amount not to exceed $2,266,223.53; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:

Memo- Pool Road Segment 1 .pdf

Pool Road Segment 1 2026_SCOP_Application.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: Pool Road Segment 1 – 2026 SCOP Application

Date: 05/21/2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) for the Pool Road Segment 1 Project, located in Hardee County.

The application requests grant funding in an amount not to exceed $2,266,223.53, with no local cash match required.

If awarded, the funds will be used for design, construction, and construction engineering and inspection (CEI) associated with roadway improvements along approximately 1.1 miles of Pool Road, from CR 664 to 0.5 miles west of Payne Creek Road. The project includes reconstruction of approximately 0.8 miles of unpaved roadway, reconstruction of 0.1 miles of failed pavement, and milling and resurfacing of the remaining paved segment. Improvements will consist of a stabilized subgrade, limerock base, structural asphalt pavement, stabilized unpaved shoulders, drainage improvements, safety features, and related roadway enhancements to bring the facility into compliance with current standards.

The project is intended to improve roadway safety, structural integrity, and long-term durability on a critical county roadway that serves agricultural traffic, anticipated future development, and the traveling public.

Staff requests ratification of the FDOT SCOP grant application submission.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: Pool Road Segment 1
Priority Ranking Number: 1
Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name: Hardee County Board of County Commisioners

B. Agency Contact: Christopher Simpron
Title: Public Works Director
Mailing Address: 205 Hanchey Road
Street Address

Wauchula (*City*) FL (*State*) 33873 (*Zip Code*)

Telephone: 863-773-3272
Email Address: christopher.simpron@hardeecountyfl.gov

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.
Note: Not all project types are eligible for every program.

- ☒ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☐ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☒ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☐ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-010.*

☐ **ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time.

☐ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☒ **PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.

☐ **SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES** - Bridge replacement is not eligible.

☐ **LANE ADDITION** - Adding through lane(s) to an existing paved road (i.e.: Add 2 lanes to existing 2-lane road to create a 4-lane road). **Capacity improvements are not an eligible activity for SCOP-Municipalities projects.*

☐ **ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.

☐ **DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

The project length is approximately 1.1 miles long. A length of 0.8 miles is unpaved, and of the remaining 0.3 miles of paved project length, 0.1 miles will require reconstruction. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP).

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County maintains this roadway on a monthly basis during the dry months and on a bi-weekly basis during the wet months.

B. Detailed Project Description (Provide detailed scope of work including specific features, special considerations, and other key information):

The project length is approximately 1.1 miles long. A length of 0.8 miles is unpaved of the remaining 0.3 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 0.2 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a 2'-6" stabilized, unpaved shoulder on each side of the roadway will be

proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP). Additionally, a planned major development called the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units.

C. Project Length (In Miles)**:** 1.1

D. Project Limits

South or West Termini:	North or East Termini:
CR 664	0.5 miles West of Payne Creek Road

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 10		
Paved Shoulder Width (ft.):	Existing: 0		Proposed:
Proposed Safety Edge:	Yes: ☒	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☒ Existing right-of-way width from C/L in feet: 25

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

***Check all that apply if ownership is by more than one instrument*:**

- ☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*
- ☐ Plat *(Ownership is documented via plat of a city or subdivision)*
- ☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
- ☒ Maintenance Map *(Maintenance Map is already filed)*
- ☐ Maintenance Map in Progress *(Maintenance map in works)*
- ☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
- ☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.
Note: *Not all project types are eligible activities for each program*

BRIDGES
☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
☐ No work to existing bridge is proposed.
☒ There is not a bridge within the project limits.
Please explain:

ROADWAY:
☐ Existing curb and gutter to remain
☐ Widen for bike-lane
☐ Re-stripe for bike lane
☐ Sidewalk or shared use path
Please explain:

MEDIAN:
☒ No existing median
☐ Existing median width:
☐ Proposed median width:
Please explain:

DRAINAGE/PERMIT
☐ Existing closed drainage system to remain.
☐ Existing open drainage system to remain.
☐ No new drainage proposed.
☒ Drainage improvements required: Drainage improvements include the regrading of ditches as well as the addition of side drains and replacement of cross drains.
Please explain:

SAFETY IMPROVEMENTS
☒ Upgrade or add signage
☒ Upgrade or add guardrail
☐ Clear zone violations mitigation
☐ Existing cross slope or super-elevation corrections
☒ Upgrade or add guardrail
☒ Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA
☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE

☐ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain:

UTILITIES

☐ Sub-surface relocation is required.
☐ Utility Coordination is required.
☒ No utility relocation required.
Please explain:

RAILROAD

☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.

Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☐ No: ☒

If matching funds are proposed, explain the source and any limitations of those funds: N/A

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$190,438.95	$
Construction	$1,904,389.52	$
Consultant Engineering Inspection (CEI)[1]	$171,395.06	$
Other: _____	$	$
TOTAL ESTIMATED PROJECT COSTS:	$2,266,223.53	$

☒ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs**. Estimate should be prepared and signed by a Professional Engineer**.

Note[1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

1. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements with the maintenance entity:

2. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

3. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

4. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

5. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

6. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☐ No: ☒ *(Explain below):*

N/A

V. Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:
(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
(2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;
(3) Shall certify that no additional right of way is required to perform the work;
(4) Has the legal right to construct the project within the identified right of way;
(5) Shall acquire necessary permits required to construct the project;
(6) Is responsible for all costs associated with utility relocation(s); and
(7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that Christopher Simpron (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.

Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Click here to enter text
Name	Name
Public Works Director	Click here to enter text
Title	Title
03/24/2026	Click here to enter text
Date	Date


Pool Road
Segment 1
Legend
End Recon, Begin M&R
Segment 1 (1.1 Miles)
DISTRICT LINE RD
End Recon, Begin M&R
Pool Rd
Olive Branch
POOL ROAD
END SEGMENT 1
POOL ROAD
664
CR 664
BEGIN SEGMENT 1
BEGIN RECON
Google Earth
Image Landsat / Copernicus
123
1000 ft

ENGINEERS COST ESTIMATE

Project Name: Pool Road

(from CR 664 to 0.5 Miles West of Payne Creek Road)

Project Description: The project length is approximately 1.1 miles long. A length of 0.8 miles is unpaved of the remaining 0.3 miles of paved project length, 0.1 miles will require reconstruction. The existing 0.8 mile unpaved portion and the 0.1 mile failing portion of the paved section will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The remaining 0.2 mile paved section will be milled 2 inches and resurfaced with 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a 2'-6'' stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP). Additionally, a planned major development called the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units.

Date: 2/23/2026

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost***	Total Engineer's Cost
Roadway					
0101 1	MOBILIZATION	1	LS	$128,241.72	$ 128,241.72
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$118,742.33	$ 118,742.33
0104 10 3	SEDIMENT BARRIER	11700	LF	$2.57	$ 30,035.40
0104 11	FLOATING TURBIDITY BARRIER	90	LF	$34.11	$ 3,069.84
0110 1 1	CLEARING AND GRUBBING	6.7	AC	$27,654.89	$ 185,287.74
0110 7 1	MAILBOX, F&I SINGLE	1	EA	$715.31	$ 715.31
0120 1	REGULAR EXCAVATION	753	CY	$46.01	$ 34,637.82
0120 6	EMBANKMENT	1472	CY	$56.52	$ 83,182.79
0160 4	TYPE B STABILIZATION	13380	SY	$11.66	$ 156,043.12
285709	OPTIONAL BASE GROUP 9	10914	SY	$36.68	$ 400,306.13
0286 1	TURNOUT CONSTRUCTION/DRIVEWAY BASE	89	SY	$69.87	$ 6,226.32
0327 70 2	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	2112	SY	$3.80	$ 8,022.05
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	1424	TN	$206.52	$ 294,078.24
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	60	LF	$282.34	$ 16,940.27
430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	130	LF	$219.90	$ 28,587.25
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	6	EA	$7,762.61	$ 46,575.67
430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	8	EA	$5,037.59	$ 40,300.75
0536 1 5	GUARDRAIL- ROADWAY, THRIE BEAM	400	LF	$51.09	$ 20,434.00
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	4	EA	$4,244.06	$ 16,976.23
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	750	LF	$38.18	$ 28,631.64
0570 1 1	PERFORMANCE TURF	12907	SY	$4.18	$ 53,988.07
0700 1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	19	AS	$743.85	$ 14,133.17
0700 1600	SINGLE POST SIGN, REMOVE	3	AS	$94.26	$ 282.79
0705 10 1	OBJECT MARKER, TYPE 1	3	EA	$325.58	$ 976.75
0705 10 2	OBJECT MARKER, TYPE 2	20	EA	$193.02	$ 3,860.34
0705 10 3	OBJECT MARKER, TYPE 3	12	EA	$351.57	$ 4,218.88
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	172	EA	$6.07	$ 1,041.63
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	24	LF	$10.23	$ 245.46
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.400	GM	$7,149.93	$ 2,859.97
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0.900	GM	$2,912.80	$ 2,621.52

Subtotal	**$ 1,731,263.20**
Contingency (10%)	**$ 173,126.32**
Utility Work Estimated Cost**	**$ -**
R/W Estimated Cost**	**$ -**
Total Cost of FDOT Non-Participating Items**	
Design Estimated Cost (10%)	$ 190,438.95
CEI Estimated Cost (9%)	$ 171,395.06
TOTAL PROJECT COST	**$ 2,266,223.53**

Definitions

CEI - Construction Engineering and Inspection

Total Project Cost - Total cost of project

FDOT Non-Participating - Local funds not reimbursable

Non-participating items:

*Florida Statutues prohibit certain work types for funding opportunities, including capacity and pedestrian improvements. For example, installation of sidewalks would require an alternate fund source.

****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc…

*****Unit cost -** adjusted for inflation



DATE: 05/2016
N 27°37'49.39", W 81°53'44.24"
P00L R0AD
Z0LF0 SPRINGS FL



DATE: 05/2016
N 27°38'04.79", W 81°53'44.19"
P00L R0AD
Z0LF0 SPRINGS FL



DATE: 05/2016
N 27°38'05.62", W 81°53'34.51"
P00L R0AD
Z0LF0 SPRINGS FL



DATE: 05/2016
N 27°38'05.64", W 81°53'33.23"
P00L R0AD
Z0LF0 SPRINGS FL

AGENDA ITEM NO. 7.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation Rural Roadway Assistance Consolidated Funding Application for Pool Road Segment 2 milling and resurfacing project in the amount of $2,174,030.77; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Pool Road Milling and Resurfacing.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Martha Felix, Grants Manager

Through: Doug Baber, Assistant County Manager

Subject: Pool Road Segment 2 Milling and Resurfacing Project

Date: May 21, 2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Rural Roadway Assistance Program for the Pool Road Segment 2 Milling and Resurfacing Project, located in unincorporated Hardee County.

The application requests grant funding in an amount not to exceed $2,174,030.77, with no local cash match required, as Hardee County qualifies for a match waiver under the Rural Economic Development Initiative (REDI) designation.

If awarded, the funds will be used for design, construction, and construction engineering and inspection (CEI) associated with the rehabilitation of approximately 1.8 miles of Pool Road, from approximately 0.5 miles west of Payne Creek Road to County Road 664. Improvements include milling and resurfacing the majority of the roadway, limited roadway reconstruction, shoulder stabilization, drainage improvements, pavement markings, guardrail enhancements, and other roadway safety features to extend pavement life and improve overall roadway conditions.

The project addresses a roadway with a Pavement Condition Index (PCI) of 40.9, identified as being in poor condition, and will support anticipated traffic impacts from planned development in the surrounding area.

Staff requests ratification of the FDOT grant application submission.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: Pool Road Segment 2
Priority Ranking Number: 2
Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name:	Hardee County Board of County Commisioners			
B. Agency Contact:	Christopher Simpron			
Title:	Public Works Director			
Mailing Address:	205 Hanchey Road			
	Street Address			
	Wauchula	FL	33873	
	City	*State*	*Zip Code*	
Telephone:	863-773-3272			
Email Address:	christopher.simpron@hardeecountyfl.gov			

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.
Note: Not all project types are eligible for every program.

- ☐ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☒ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☒ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☐ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-010.*

☒ **ROAD RESURFACING/RESTORATION -** Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time.

☐ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☐ **PAVING UNPAVED ROADS -** Paving of an existing lime rock or dirt road.

☐ **SAFETY IMPROVEMENTS -** Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES -** Bridge replacement is not eligible.

☐ **LANE ADDITION -** Adding through lane(s) to an existing paved road (i.e.: Add 2 lanes to existing 2-lane road to create a 4-lane road). **Capacity improvements are not an eligible activity for SCOP-Municipalities projects.*

☐ **ADD TURN LANES -** Adding auxiliary lanes to an existing paved road.

☐ **DRAINAGE IMPROVEMENTS -** Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS -** Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

This portion of Pool road is in poor pavement condition with the Pavement Condition Index (PCI) us 40.9 per the result of our Pavement Management Program (PMP).

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County maintains this roadway on a monthly basis during the dry months and on a bi-weekly basis during the wet months.

B. Detailed Project Description (Provide detailed scope of work including specific features, special considerations, and other key information):

The project length is approximately 1.8 miles long. 1.62 miles (90%) will be milled 2 inches and resurfaced with 2" of structural asphalt. 0.18 miles will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a 2'-6" stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP). Additionally, a planned major development called

the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units.

C. Project Length (In Miles): 1.8

D. Project Limits

South or West Termini:	North or East Termini:
0.5 miles West of Payne Creek Road	CR 664

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 10		
Paved Shoulder Width (ft.):	Existing: 0		Proposed:
Proposed Safety Edge:	Yes: ☒	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☒ Existing right-of-way width from C/L in feet: 25

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

***Check all that apply if ownership is by more than one instrument*:**

- ☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*
- ☐ Plat *(Ownership is documented via plat of a city or subdivision)*
- ☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
- ☒ Maintenance Map *(Maintenance Map is already filed)*
- ☐ Maintenance Map in Progress *(Maintenance map in works)*
- ☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
- ☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.

Note: *Not all project types are eligible activities for each program*

BRIDGES
☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
☐ No work to existing bridge is proposed.
☒ There is not a bridge within the project limits.
Please explain:

ROADWAY:
☐ Existing curb and gutter to remain
☐ Widen for bike-lane
☐ Re-stripe for bike lane
☐ Sidewalk or shared use path
Please explain:

MEDIAN:
☒ No existing median
☐ Existing median width:
☐ Proposed median width:
Please explain:

DRAINAGE/PERMIT
☐ Existing closed drainage system to remain.
☐ Existing open drainage system to remain.
☒ No new drainage proposed.
☐ Drainage improvements required:
Please explain:

SAFETY IMPROVEMENTS
☒ Upgrade or add signage
☒ Upgrade or add guardrail
☐ Clear zone violations mitigation
☐ Existing cross slope or super-elevation corrections
☒ Upgrade or add guardrail
☒ Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA
☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE
☐ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain:

UTILITIES

☐ Sub-surface relocation is required.
☐ Utility Coordination is required.
☒ No utility relocation required.
Please explain:

RAILROAD

☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.

Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☐ No: ☒

If matching funds are proposed, explain the source and any limitations of those funds: N/A

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$182,691.66	$0
Construction	$1,826,916.62	$0
Consultant Engineering Inspection (CEI)[1]	$164,422.50	$0
Other: _____	$	$0
TOTAL ESTIMATED PROJECT COSTS:	$2,174,030.77	$0

☒ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs. **Estimate should be prepared and signed by a Professional Engineer.**

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

1. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements with the maintenance entity:

2. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

3. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

4. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

5. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

6. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☐ No: ☒ *(Explain below):*

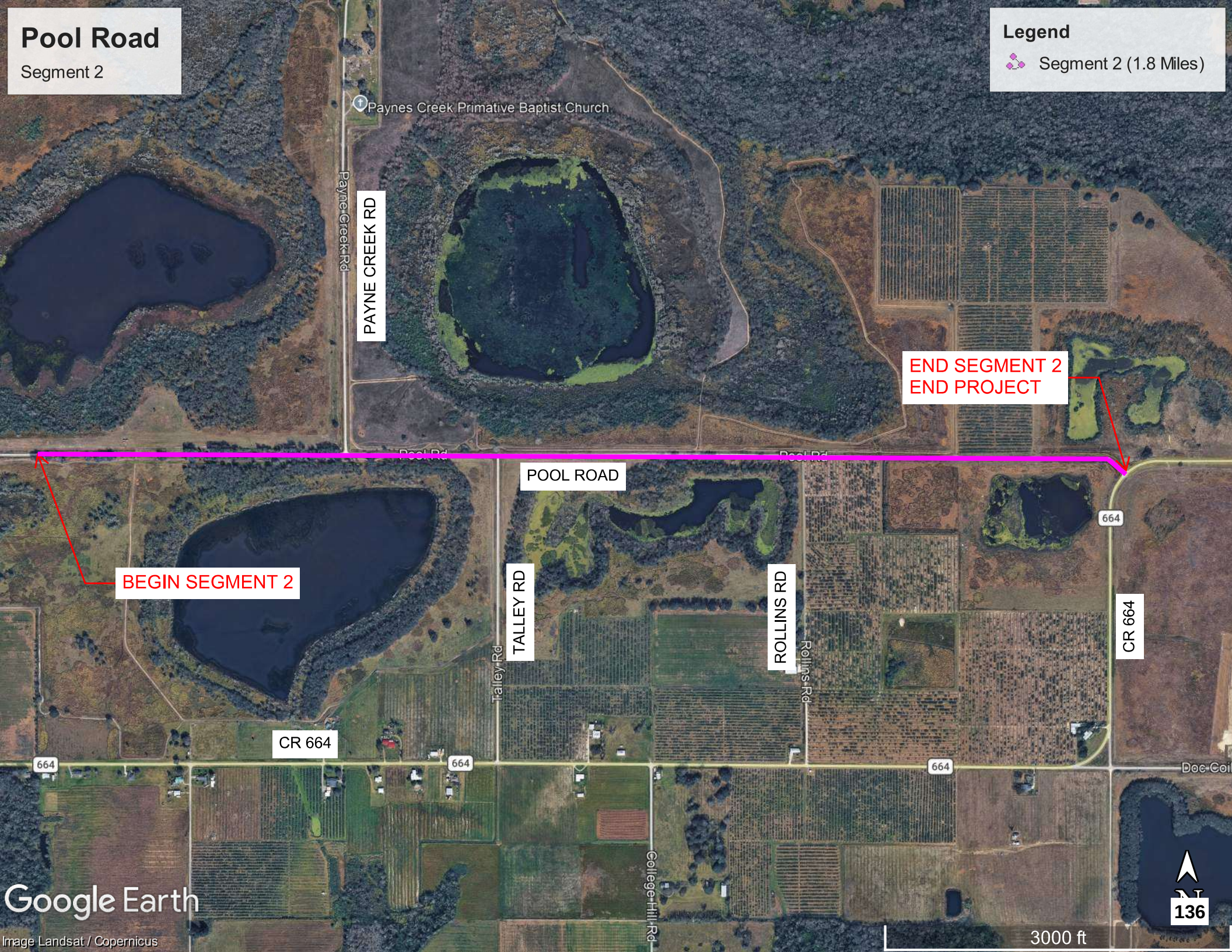
N/A

V. Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:
(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
(2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;
(3) Shall certify that no additional right of way is required to perform the work;
(4) Has the legal right to construct the project within the identified right of way;
(5) Shall acquire necessary permits required to construct the project;
(6) Is responsible for all costs associated with utility relocation(s); and
(7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that Christopher Simpron (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.

Christopher Simpron	Terry Atchley Terry Atchley (Mar 24, 2026 14:27:56 EDT)
Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Terry Atchley
Name	County Manager
Public Works Director	03/24/2026
Title	
03/24/2026	
Date	


Pool Road
Segment 2
Legend
Segment 2 (1.8 Miles)
Paynes Creek Primative Baptist Church
Payne Creek Rd
PAYNE CREEK RD
END SEGMENT 2
END PROJECT
POOL ROAD
BEGIN SEGMENT 2
TALLEY RD
Talley Rd
ROLLINS RD
Rollins Rd
664
CR 664
College Hill Rd
136
Google Earth
Image Landsat / Copernicus
3000 ft

ENGINEERS COST ESTIMATE
Project Name: Pool Road
(from 0.5 Miles West of Payne Creek Rd to CR 664)

Project Description: The project length is approximately 1.8 miles long. 1.62 miles (90%) will be milled 2 inches and resurfaced with 2" of structural asphalt. 0.18 miles will be reconstructed with an asphalt pavement structure consisting of a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section for the entire project length will meet the existing two ten-foot travel lanes and a 2'-6'' stabilized, unpaved shoulder on each side of the roadway will be proposed. Shallow swales will be excavated and re-graded to ensure positive drainage to outfalls. Based on the Hardee County Property Appraiser data, there is approximately 50-ft of available right-of-way. The average Pavement Condition Index (PCI) for the paved portion is only 40.9 per the result of our Pavement Management Program (PMP). Additionally, a planned major development called the Villages at Payne Creek PUD is proposed in this area with 7,000+ dwelling units.

Date: 2/23/2026

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost***	Total Engineer's Cost
Roadway					
0101 1	MOBILIZATION	1	LS	$123,024.69	$ 123,024.69
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$113,911.75	$ 113,911.75
0104 10 3	SEDIMENT BARRIER	19100	LF	$2.57	$ 49,032.16
0104 11	FLOATING TURBIDITY BARRIER	120	LF	$34.11	$ 4,093.12
0110 1 1	CLEARING AND GRUBBING	11.0	AC	$27,654.89	$ 304,203.76
0110 7 1	MAILBOX, F&I SINGLE	1	EA	$715.31	$ 715.31
0120 1	REGULAR EXCAVATION	1232.0	CY	$46.01	$ 56,680.07
0120 6	EMBANKMENT	588.7	CY	$56.52	$ 33,273.12
0160 4	TYPE B STABILIZATION	2676	SY	$14.92	$ 39,915.98
285709	OPTIONAL BASE GROUP 9	2183	SY	$36.68	$ 80,061.23
0286 1	TURNOUT CONSTRUCTION/DRIVEWAY BASE	33	SY	$69.87	$ 2,323.25
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	17108	SY	$3.80	$ 64,981.66
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	2325	TN	$206.52	$ 480,148.82
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	30	LF	$282.34	$ 8,470.13
430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	170	LF	$219.90	$ 37,383.32
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	8	EA	$7,762.61	$ 62,100.90
430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	4	EA	$5,037.59	$ 20,150.38
0536 1 5	GUARDRAIL- ROADWAY, THRIE BEAM	400	LF	$51.09	$ 20,434.00
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	4	EA	$4,244.06	$ 16,976.23
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	750	LF	$38.18	$ 28,631.64
0550 60112	FENCE GATE, TYPE A, DOUBLE, 6.1-12.0' OPENING	4	EA	$2,404.00	$ 9,616.00
0570 1 1	PERFORMANCE TURF	21120	SY	$4.18	$ 88,344.12
0700 1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1	AS	$743.85	$ 743.85
0700 1600	SINGLE POST SIGN, REMOVE	1	AS	$94.26	$ 94.26
0705 10 1	OBJECT MARKER, TYPE 1	3	EA	$325.58	$ 976.75
0705 10 2	OBJECT MARKER, TYPE 2	4	EA	$193.02	$ 772.07
0705 10 3	OBJECT MARKER, TYPE 3	16	EA	$351.57	$ 5,625.17
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	251	EA	$6.07	$ 1,522.38
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	24	LF	$10.23	$ 245.46
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.200	GM	$7,149.93	$ 1,429.99
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	1.700	GM	$2,912.80	$ 4,951.76

Subtotal	**$ 1,660,833.29**
Contingency (10%)	**$ 166,083.33**
Utility Work Estimated Cost**	$ -
R/W Estimated Cost**	$ -
Total Cost of FDOT Non-Participating Items**	
Design Estimated Cost (10%)	$ 182,691.66
CEI Estimated Cost (9%)	$ 164,422.50
TOTAL PROJECT COST	**$ 2,174,030.77**

Definitions
CEI - Construction Engineering and Inspection
Total Project Cost - Total cost of project
FDOT Non-Participating - Local funds not reimbursable

Non-participating items:
*Florida Statutues prohibit certain work types for funding opportunities, including capacity and pedestrian improvements. For example, installation of sidewalks would require an alternate fund source.
****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc...
*****Unit Cost** - adjusted for inflation



DATE: 11/24
N 27°38'05.74", W 81°52'25.82"
POOL ROAD
ZOLFO SPRINGS FL



DATE: 11/24
N 27°38'05.80", W 81°52'25.67"
POOL ROAD
ZOLFO SPRINGS FL



DATE: 11/24
N 27°38'05.68", W 81°51'57.99"
POOL ROAD
ZOLFO SPRINGS FL



DATE: 11/24
N 27°38'05.57", W 81°51'47.22"
POOL ROAD
ZOLFO SPRINGS FL

Qualified Target Industry Tax Refund

Final Audit Report 2026-03-24

Created:	2026-03-24
By:	Martha Felix (martha.felix@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUml6AlLmZc0TXQVOtJJi4LlZxNq-hAeY

"Qualified Target Industry Tax Refund" History

Document created by Martha Felix (martha.felix@hardeecounty.net)
2026-03-24 - 5:42:46 PM GMT

Document emailed to Christopher Simpron (christopher.simpron@hardeecounty.net) for signature
2026-03-24 - 5:42:56 PM GMT

Email viewed by Christopher Simpron (christopher.simpron@hardeecounty.net)
2026-03-24 - 5:43:02 PM GMT

Document e-signed by Christopher Simpron (christopher.simpron@hardeecounty.net)
Signature Date: 2026-03-24 - 6:00:57 PM GMT - Time Source: server

Document emailed to Terry Atchley (terry.atchley@hardeecountyfl.gov) for signature
2026-03-24 - 6:01:01 PM GMT

Email viewed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
2026-03-24 - 6:01:06 PM GMT

Document e-signed by Terry Atchley (terry.atchley@hardeecountyfl.gov)
Signature Date: 2026-03-24 - 6:27:56 PM GMT - Time Source: server

Agreement completed.
2026-03-24 - 6:27:56 PM GMT

AGENDA ITEM NO. 7.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program grant application for Ten Mile Grade Road Segment 3-1 in the amount of $2,609,271.35; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:

Memo Ten Mile Grade Road Segment 3.1.pdf
Ten Mile Grade Segment 3.1 2026_SCOP_Application.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: Ten Mile Grade Road Segment 3-1– 2026 SCOP Application

Date: 05/21/2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) for the Ten Mile Grade Road Segment 3-1 Project, located in Hardee County. The application requests grant funding in an amount not to exceed $2,609,271.35, with no local cash match required, as the County qualifies for a waiver of the matching requirement.

If awarded, the funds will be used for design, construction, and construction engineering and inspection (CEI) associated with the reconstruction of approximately 1.1 miles of Ten Mile Grade Road, from 0.3 miles east of Bridge No. 064120 to 1.16 miles west of Margueritte Road. The existing unpaved roadway will be reconstructed with an asphalt pavement structure consisting of a stabilized subgrade, lime rock base, and structural asphalt surface. Additional improvements include raising sections of the roadway profile, replacing and extending cross drains to accommodate the 50-year design storm, improving drainage swales and ditches, and constructing stabilized unpaved shoulders to meet current standards.

The project is intended to improve roadway safety, connectivity, and resiliency on a rural county roadway that supports agricultural traffic and serves as a connection between previously improved roadway segments.

Staff requests ratification of the FDOT SCOP grant application submission.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: Ten Mile Grade Road Segment 3-1
Priority Ranking Number: 3
Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name: Hardee County Board of County Commisioners

B. Agency Contact: Christopher Simpron
Title: Public Works Director
Mailing Address: 205 Hanchey Road
Street Address

Wauchula (*City*) FL (*State*) 33873 (*Zip Code*)

Telephone: 863-773-3272
Email Address: christopher.simpron@hardeecountyfl.gov

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.
Note: Not all project types are eligible for every program.

- ☒ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☐ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☒ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☐ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-010.*

☐ **ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time.

☐ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☒ **PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.

☐ **SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES** - Bridge replacement is not eligible.

☐ **LANE ADDITION** - Adding through lane(s) to an existing paved road (i.e.: Add 2 lanes to existing 2-lane road to create a 4-lane road). **Capacity improvements are not an eligible activity for SCOP-Municipalities projects.*

☐ **ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.

☐ **DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

This portion of Ten Mile Grade is unpaved connecting the recently paved portion of Ten Mile to the paved Margueritte Road.

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County maintains this roadway on a monthly basis during the dry months and on a bi-weekly basis during the wet months.

B. Detailed Project Description (Provide detailed scope of work including specific features, special considerations, and other key information):

The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and 2'-6" stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.10 miles long within an existing 50-foot wide road right-of-way.

C. Project Length (In Miles)**:** 1.1

D. Project Limits

South or West Termini: 0.3 miles East of Bridge #064120

North or East Termini: 1.16 miles West of Margueritte Road

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 11		
Paved Shoulder Width (ft.):	Existing: 0		Proposed:
Proposed Safety Edge:	Yes: ☒	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☒ Existing right-of-way width from C/L in feet: 25

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

***Check all that apply if ownership is by more than one instrument*:**

- ☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*
- ☐ Plat *(Ownership is documented via plat of a city or subdivision)*
- ☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
- ☒ Maintenance Map *(Maintenance Map is already filed)*
- ☐ Maintenance Map in Progress *(Maintenance map in works)*
- ☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
- ☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.

Note: *Not all project types are eligible activities for each program*

BRIDGES

☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
☐ No work to existing bridge is proposed.
☒ There is not a bridge within the project limits.
Please explain:

ROADWAY:
☐ Existing curb and gutter to remain
☐ Widen for bike-lane
☐ Re-stripe for bike lane
☐ Sidewalk or shared use path
Please explain:

MEDIAN:
☒ No existing median
☐ Existing median width:
☐ Proposed median width:
Please explain:

DRAINAGE/PERMIT
☐ Existing closed drainage system to remain.
☐ Existing open drainage system to remain.
☐ No new drainage proposed.
☒ Drainage improvements required: Drainage improvements include the regrading of ditches as well as the addition of side drains and replacement of cross drains.
Please explain:

SAFETY IMPROVEMENTS
☒ Upgrade or add signage
☒ Upgrade or add guardrail
☐ Clear zone violations mitigation
☐ Existing cross slope or super-elevation corrections
☒ Upgrade or add guardrail
☒ Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA
☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE
☐ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain:

UTILITIES

☐ Sub-surface relocation is required.
☐ Utility Coordination is required.
☒ No utility relocation required.
Please explain:

RAILROAD

☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program.

Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☐ No: ☒

If matching funds are proposed, explain the source and any limitations of those funds: N/A

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$114,441.73	$0
Construction	$2,288,834.52	$0
Consultant Engineering Inspection (CEI)[1]	$205,995.11	$0
Other: _____	$	$0
TOTAL ESTIMATED PROJECT COSTS:	$2,609,271.35	$0

☒ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs**. Estimate should be prepared and signed by a Professional Engineer**.

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

1. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements

with the maintenance entity:

2. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

3. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

4. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

5. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

6. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☐ No: ☒ *(Explain below):*

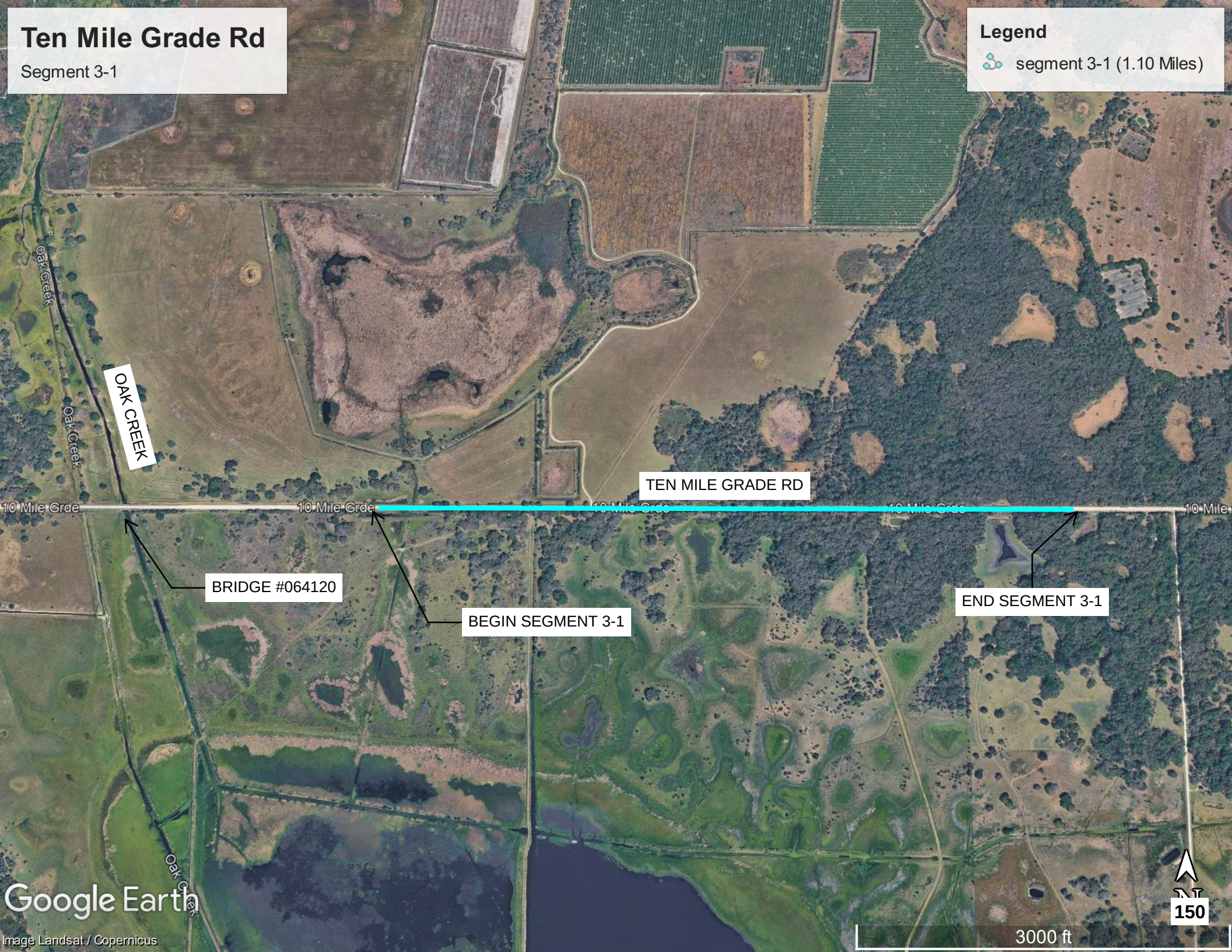
N/A

V. Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:
(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
(2) Shall enter into the State Funded Grant Agreement with the Florida Department of Transportation to perform the work;
(3) Shall certify that no additional right of way is required to perform the work;
(4) Has the legal right to construct the project within the identified right of way;
(5) Shall acquire necessary permits required to construct the project;
(6) Is responsible for all costs associated with utility relocation(s); and
(7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that Christopher Simpron (applicant) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.

Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Click here to enter text
Name	Name
Public Works Director	Click here to enter text
Title	Title
03/24/2026	Click here to enter text
Date	Date


Ten Mile Grade Rd
Segment 3-1
Legend
segment 3-1 (1.10 Miles)
OAK CREEK
TEN MILE GRADE RD
BRIDGE #064120
BEGIN SEGMENT 3-1
END SEGMENT 3-1
Google Earth
Image Landsat / Copernicus
150
3000 ft

ENGINEERS COST ESTIMATE

Project Name: Ten Mile Grade Segment 3-1

(from 0.3 mi E of Bridge 64120 to 1.16 Miles West of Marguerite Road)

Project Description: The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and 2'-6'' stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.10 miles long within an existing 50-foot wide road right-of-way.

Date: 2/23/2026

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
Roadway					
0101 1	MOBILIZATION	1	LS	$154,130.27	$ 154,130.27
0102 1	MAINTENANCE OF TRAFFIC	1	LS	$109,054.44	$ 109,054.44
0104 10 3	SEDIMENT BARRIER	5900	LF	$2.57	$ 15,146.06
0104 11	FLOATING TURBIDITY BARRIER	250	LF	$34.11	$ 8,527.33
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285709	OPTIONAL BASE GROUP 9	14630	SY	$36.68	$ 536,627.12
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (ROADWAY)	1563	TN	$206.52	$ 322,800.78
430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	206	LF	$484.04	$ 99,712.53
430548100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	5	EA	$16,227.00	$ 81,135.00
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	1000	LF	$38.18	$ 38,175.52
0570 1 1	PERFORMANCE TURF	12907	SY	$4.18	$ 53,988.07
0700 1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1	AS	$743.85	$ 743.85
0700 1600	SINGLE POST SIGN, REMOVE	1	AS	$94.26	$ 94.26
0705 10 2	OBJECT MARKER, TYPE 2	14	EA	$193.02	$ 2,702.24
0705 10 3	OBJECT MARKER, TYPE 3	20	EA	$351.57	$ 7,031.46
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	149	EA	$6.07	$ 905.42
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	1.130	GM	$2,912.80	$ 3,291.46
				Subtotal	**$ 2,080,758.65**
				Contingency (10%)	**$ 208,075.87**
				Utility Work Estimated Cost**	
				Total Cost of FDOT Non-Participating Items*	
				Design Estimated Cost (5%)	$ 114,441.73
				CEI Estimated Cost (9%)	$ 205,995.11
				TOTAL PROJECT COST	**$ 2,609,271.35**

Definitions

CEI - Construction Engineering and Inspection

Total Project Cost - Total cost of project

FDOT Non-Participating - Local funds not reimbursable

Non-participating items:

*Florida Statutues prohibit certain work types for funding opportunities, including capacity and pedestrian improvements. For example, installation of sidewalks would require an alternate fund source.

****Utility work**--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc…



DATE: 12/2024
N 27°20'26.20", W 81°34'1.53"
TEN MILE GRADE ROAD
ZOLFO SPRINGS FL



DATE: 12/2024
N 27°20'26.53", W 81°34'9.14"
TEN MILE GRADE ROAD
ZOLFO SPRINGS FL

AGENDA ITEM NO. 7.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda Item
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Transportation Small County Outreach Program Grant Application for Ten Mile Grade Road Segment 3-2, in the amount of $2,594,612.52; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo Granicus.pdf
Application Granicus.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: Ten Mile Grade Road Segment 3-2-2026 SCOP Application

Date: 05/21/2026

The Hardee County Grants Management Department submitted an application on behalf of the Hardee County Board of County Commissioners to the Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) for the Ten Mile Grade Road Segment 3-2 Project, located in Hardee County.

The application requests grant funding in an amount not to exceed $2,594,612.52, with no local cash match required, as the County qualifies for a waiver of the match requirement.

If awarded, the funds will be used for design, construction, and construction engineering and inspection (CEI) associated with the reconstruction of approximately 1.16 miles of Ten Mile Grade Road, from 1.13 miles east of Bridge No. 064120 to Margueritte Road. The project will reconstruct the existing unpaved roadway with an asphalt pavement structure consisting of a stabilized subgrade, limerock base, and structural asphalt surface. Additional improvements include raising sections of the roadway profile, replacing and extending cross drains designed to accommodate the 50-year storm event, re-grading swales and ditches for improved drainage, and constructing stabilized unpaved shoulders to meet current standards.

The project is intended to improve roadway safety, connectivity, and resiliency along a rural county roadway that supports agricultural travel and provides continuity between previously improved roadway segments.

Staff requests ratification of the FDOT SCOP grant application submission.

FLORIDA DEPARTMENT OF TRANSPORTATION

RURAL ROADWAY ASSISTANCE

CONSOLIDATED FUNDING APPLICATION

PROJECT TITLE: Ten Mile Grade Road Segment 3-2
Priority Ranking Number: 4
Applicants must provide FDOT with the agency's or the MPO/TPO priority ranking for each project.

APPLICANT INFORMATION

A. Agency Name: Hardee County Board of County Commisioners

B. Agency Contact: Christopher Simpron
Title: Public Works Director
Mailing Address: 205 Hanchey Road
Street Address

Wauchula (*City*) FL (*State*) 33873 (*Zip Code*)

Telephone: 863-773-3272
Email Address: christopher.simpron@hardeecountyfl.gov

PROGRAM

Select the Rural Roadway Assistance program that you wish to apply for.
Note: Not all project types are eligible for every program.

- ☒ Small County Outreach Program (SCOP)
- ☐ Small County Outreach Program for Rural Areas of Opportunities (SCOP-Municipalities)
- ☐ Small County Road Assistance Program (SCRAP)

ELIGIBILITY CRITERIA

Note: Eligible transportation facilities shall be publicly owned and maintained.

ROAD JURISDICTION (***Check all that apply***):

- ☐ On the municipal or community road system
- ☒ On the County road system
- ☐ Combination of on and off the State Highway system.
- ☐ The maintaining agency has an established pavement management plan including this roadway.

ELIGIBILITY CRITERIA (***Check all that apply***):

- ☒ The physical condition of the roadway necessitates improvements requested.
- ☒ The road is located in a fiscally constrained County.
- ☐ The road is used as an evacuation route (as shown on https://www.floridadisaster.org/planprepare/disaster-preparedness-maps/).
- ☒ The road has high levels of agricultural travel.
- ☐ The road is considered a major arterial route.
- ☐ The road is considered a feeder road.

PROJECT TYPE

**Note: Not all project types are eligible activities for each program*

The Department has determined that the benefits of certain low-cost safety features greatly exceed the cost to construct these features.

The following low-cost safety features must be included on flush shoulder rural roadways with posted speeds of 50mph or greater:

1. *Pavement markings materials per FDOT Design Manual, Chapter 230.*
2. *Audible and Vibratory Treatments per FDOT Design Manual, Chapter 210 and FDOT Standard Plans, Index 546-010.*

☐ **ROAD RESURFACING/RESTORATION** - Work to mill and resurface or place additional layers of surfacing on highway pavement, shoulders, and bridge decks; and necessary incidental work to extend the structural integrity of these features for a substantial period of time.

☐ **ROAD RECONSTRUCTION** - Improve or upgrade existing facilities to meet ***Florida Greenbook*** standards without increasing capacity. Includes the widening of existing lanes and the addition of paved shoulders to an existing paved road.

☒ **PAVING UNPAVED ROADS** - Paving of an existing lime rock or dirt road.

☐ **SAFETY IMPROVEMENTS** - Construct roadway related safety improvements to mitigate crashes.

Additional consideration will be given to projects that include safety features in addition to those required above and listed on the following website:

1. *Proven FHWA Safety Countermeasures. https://safety.fhwa.dot.gov/provencountermeasures/*

☐ **REPAIR OR REHABILIATION OF BRIDGES** - Bridge replacement is not eligible.

☐ **LANE ADDITION** - Adding through lane(s) to an existing paved road (i.e.: Add 2 lanes to existing 2-lane road to create a 4-lane road). **Capacity improvements are not an eligible activity for SCOP-Municipalities projects.*

☐ **ADD TURN LANES** - Adding auxiliary lanes to an existing paved road.

☐ **DRAINAGE IMPROVEMENTS** - Addressing road related drainage improvements.

☐ **INTERSECTION IMPROVEMENTS** - Reconstructing, adding, or upgrading signals.

ROADWAY CHARACTERISTICS

A. Roadway Condition:

Describe the physical condition of the roadway for which funding is being requested:

This portion of Ten Mile Grade is unpaved connecting the recently paved portion of Ten Mile to the paved Margueritte Road.

Describe the applicant's efforts to keep the roads within its jurisdiction in satisfactory condition:

Hardee County maintains this roadway on a monthly basis during the dry months and on a bi-weekly basis during the wet months.

B. Detailed Project Description (Provide detailed scope of work including specific features, special considerations, and other key information):

The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and 2'-6" stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.16 miles long within an existing 50-foot wide road right-of-way.

C. Project Length (In Miles)**:** 1.16

D. Project Limits

South or West Termini: 1.13 miles East of Bridge #064120

North or East Termini: Margueritte Road

☒ A location map is attached (required).

E. Resurfacing, Reconstruction, or Widening of Existing Paved Roads:

Number of Lanes:	Existing:		
Lane Width (ft.):	Existing:		
Paved Shoulder Width (ft.):	Existing:		Proposed:
Proposed Safety Edge:	Yes: ☐	No: ☐	

F. Dirt Road Paving:

Number of Lanes:	Existing: 2		
Lane Width (ft.):	Existing: 11		
Paved Shoulder Width (ft.):	Existing: 0		Proposed:
Proposed Safety Edge:	Yes: ☒	No: ☐	

G. Typical Section:

☐ Typical sections are attached. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special project characteristics in the project scope description above.

Provide additional details such as required Design Variations for typical section here, as needed.

H. Right of Way:

☒ No Right-of-Way acquisition is proposed.

☒ Existing right-of-way width from C/L in feet: 25

Describe the existing right-of-way ownerships along the project; when the right-of-way was obtained; and how ownership is documented, i.e., plats, deeds, prescriptions, easements:

***Check all that apply if ownership is by more than one instrument*:**

- ☐ Former DOT Right of Way *(Right of Way was conveyed to County prior to June 10, 1995)*
- ☐ Plat *(Ownership is documented via plat of a city or subdivision)*
- ☐ Deed *(Ownership is documented via one or more deeds, frequently shown on a right of way map)*
- ☒ Maintenance Map *(Maintenance Map is already filed)*
- ☐ Maintenance Map in Progress *(Maintenance map in works)*
- ☐ Prescriptive Use *(Roadway presumed dedicated in accordance with FS 95.361)*
- ☐ *Other (Explain below):*

Select all work types included in the project described in the application, including work types that will not be supported by the requested funds; and identify the funding source for all non-FDOT supported activities, and the importance of the non-FDOT supported activity to the overall success of the project.

Note: *Not all project types are eligible activities for each program*

BRIDGES

☐ Repair or Rehabilitation and meets eligibility criteria in Section 1.
☐ No work to existing bridge is proposed.
☒ There is not a bridge within the project limits.
Please explain:

ROADWAY:
☐ Existing curb and gutter to remain
☐ Widen for bike-lane
☐ Re-stripe for bike lane
☐ Sidewalk or shared use path
Please explain:

MEDIAN:
☒ No existing median
☐ Existing median width:
☐ Proposed median width:
Please explain:

DRAINAGE/PERMIT
☐ Existing closed drainage system to remain.
☐ Existing open drainage system to remain.
☐ No new drainage proposed.
☒ Drainage improvements required: Drainage improvements include the regrading of ditches as well as the addition of side drains and replacement of cross drains.
Please explain:

SAFETY IMPROVEMENTS
☒ Upgrade or add signage
☒ Upgrade or add guardrail
☐ Clear zone violations mitigation
☐ Existing cross slope or super-elevation corrections
☒ Upgrade or add guardrail
☒ Upgrade or add pavement markings (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Upgrade or add Audible and Vibratory Treatments (reference FDOT Design Manual)
**Required on flush shoulder rural roadways with posted speeds of 50mph or greater.*
☐ Add Safety Edge where there are no paved shoulders
☐ Add proven FHWA Safety Countermeasure(s): *(insert countermeasure here)*
Please explain:

ADA
☒ No modifications proposed.
☐ Verified all crosswalks, sidewalks, curb ramps and other pedestrian features for compliance with ADA standards.
☐ ADA improvements required:
Please explain:

SCHOOL ZONE
☐ Existing flashing school zone signal.
☐ Existing school zone signs without flashing beacons.
☐ High emphasis cross walk at un-signalized crossing, determine if signal warranted.
☒ No school zones within the project limits.
Please explain:

UTILITIES

☐ Sub-surface relocation is required.
☐ Utility Coordination is required.
☒ No utility relocation required.
Please explain:

RAILROAD

☐ Rail crossing within project limits.
☐ Replace all railroad signal equipment and gates.
☒ There is no railroad owned or operated right of way within the project limits.
Please explain (***Owner must be identified***):

PROJECT COSTS

Include all costs and funding sources, including costs not eligible for FDOT reimbursement.

A. MATCHING FUNDS

Are matching funds proposed and committed for this project?
Note: Applicants for SCOP funding must provide 25% of the project costs. This requirement can only be waived in counties that qualify under the Rural Economic Development Initiative (REDI) Program. Yes: ☐ No: ☒

Is the applicant eligible for and requesting waiver of any required match? Yes: ☐ No: ☒

If matching funds are proposed, explain the source and any limitations of those funds: N/A

B. COST ESTIMATE

Provide a summary of the estimated costs for the work proposed.

PHASE OF WORK	GRANT FUNDS Requested	LOCAL FUNDS Committed
Design[1]	$113,798.79	$0
Construction	$2,275,975.89	$0
Consultant Engineering Inspection (CEI)[1]	$204,837.83	$0
Other: _____	$	$0
TOTAL ESTIMATED PROJECT COSTS:	$2,594,612.52	$0

☒ Detailed Design and Construction cost estimate is attached. (Use template provided with application materials in GAP.)

Design Estimates should provide details for each activity. Construction Estimates should use FDOT typical pay items to allow for verification of eligible project costs**. Estimate should be prepared and signed by a Professional Engineer**.

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

PROJECT IMPLEMENTATION

1. Will the project be maintained by applicant?

Yes: ☒ No: ☐

If not, describe how will the project be maintained and attach any existing agreements

with the maintenance entity:

2. Will the project delivery be managed by the applicant?

Yes: ☒ No: ☐

If not, provide the contact information for the managing agency:

3. Design to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

4. CEI to be conducted by:

- ☐ Agency staff
- ☐ County staff
- ☒ FDOT pre-qualified consultant [1]
- ☐ Non-FDOT pre-qualified consultant [1]

Note [1]: *Pursuant to Section 337.14(7), F.S., design and CEI services **cannot** be performed by the same entity.*

5. Is the project consistent with the applicable local government comprehensive plan?

Yes: ☒ No: ☐ *(Explain below):*

6. Is the project included in the MPO Long Range Transportation Plan (LRTP)?

Yes: ☐ No: ☒ *(Explain below):*

N/A

V. Certification of Project by Agency

I hereby certify that the proposed project herein described is supported by Christopher Simpron (applicant) and that said entity:
(1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
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Applicant Signature	Additional Applicant Signature *If Applicable
Christopher Simpron	Click here to enter text
Name	Name
Public Works Director	Click here to enter text
Title	Title
03/24/2026	Click here to enter text
Date	Date


Ten Mile Grade Rd
Segment 3-2
Legend
Maguerete Road Limit
Segment 3-2 (1.16 Miles)
Marguerite Rd
Wolf Island
MARGUERITE ROAD
Marguerite Rd
BEGIN SEGMENT 3-2
10 Mile Grde
10 Mile Grde
10 Mile Grde
10 Mile Grde
TEN MILE GRADE RD
END SEGMENT 3-2
Marguerite Rd
Blue Hammock Farms
N
Google Earth
162
Image Landsat / Copernicus
3000 ft

ENGINEERS COST ESTIMATE

Project Name: Ten Mile Grade Segment 3-2

(from 1.16 Miles West of Marguerite Road to Marguerite Road)

Project Description: The existing unpaved Ten Mile Grade Road will be reconstructed with an asphalt pavement structure. There are areas where the existing roadway profile will need to be raised, and cross drains will be replaced/extended to accomodate the 50-year design storm. The anticipated pavement structure is a 12" stabilized subgrade, an OBG 9 (10" limerock) base course and 2" of structural asphalt. The typical section will be improved to two eleven-foot travel lanes and 2'-6'' stabilized, unpaved shoulder on each side of the roadway. Swales and ditches will be excavated and re-graded to ensure positive drainage to outfalls. The project length is approximately 1.16 miles long within an existing 50-foot wide road right-of-way.

Date: 2/23/2026

Identify Proprietary Items if applicable

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430548100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	3	EA	$16,227.00	$ 48,681.00
0546 71 1	RAISED RUMBLE STRIP SET - PERMANENT	4	EA	$1,134.14	$ 4,536.54
0550 10110	FENCING, TYPE A, 0.0-5.0', STANDARD	600	LF	$38.18	$ 22,905.31
0570 1 1	PERFORMANCE TURF	13611	SY	$4.18	$ 56,932.87
0700 1111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	3	AS	$743.85	$ 2,231.55
0700 1600	SINGLE POST SIGN, REMOVE	3	AS	$94.26	$ 282.79
0705 10 1	OBJECT MARKER, TYPE 1	2	EA	$325.58	$ 651.16
0705 10 2	OBJECT MARKER, TYPE 2	16	EA	$193.02	$ 3,088.27
0705 10 3	OBJECT MARKER, TYPE 3	12	EA	$351.57	$ 4,218.88
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	153	EA	$6.07	$ 929.45
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.030	GM	$7,149.93	$ 214.50
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	1.100	GM	$2,912.80	$ 3,204.08
				Subtotal	**$ 2,069,068.99**
				Contingency (10%)	**$ 206,906.90**
				Utility Work Estimated Cost**	
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ZOLFO SPRINGS FL



DATE: 12/2024
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TEN MILE GRADE ROAD
ZOLFO SPRINGS FL

AGENDA ITEM NO. 7.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Resolution 2026-34, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission and acceptance of a grant application to the Florida Fish and Wildlife Conservation Commission under the Florida Boating Improvement Program for the Pioneer Park boat ramp and supporting facilities development; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement; and providing an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:
25-26 Memo-FBIP #2.pdf
Resolution 2026-34 FBIP.docx

Hardee County FLORIDA

COUNTY MANAGER'S OFFICE

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject FWC-FBIP Pioneer Park Boat Ramp Application

Date: May 21, 2026

The Hardee County Grants Management Department will be submitting a grant application on behalf of the Hardee County BOCC to the Florida Fish and Wildlife Conservation Commission for an updated boat ramp at Pioneer Park of an amount not to exceed $314,500.00.

If awarded, these funds will be utilized to construct a concrete double lane boat ramp constructed with the proper slope and a textured finish to allow for safe launching and retrieval, along with an ADA compliant boarding dock equipped with handrails and nonslip surfacing. Channel dredging and grading work will also be completed to ensure safe access to the ramp at varying water levels. Supporting facilities will consist of accessible parking with designated trailer spaces and ADA loading zones, lighting upgrades to enhance safety for early morning and late evening use, wayfinding and regulatory signage addressing boating safety and environmental protection and a picnic and shaded staging area will be provided near the ramp to allow for vessel preparation and river observation. No cash match is required.

Staff requests approval to submit the grant application.

RESOLUTION NO. 2026-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF A GRANT APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION UNDER THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR THE PIONEER PARK BOAT RAMP AND SUPPORTING FACILITIES DEVELOPMENT; AUTHORIZING AND DESIGNATING THE COUNTY MANAGER OR CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; AND TO EXPEND FUNDS AS PROVIDED FOR IN THE GRANT APPLICATION AND AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Board of County Commissioners of Hardee County, Florida ("BOCC"), recognizes the importance of providing safe, accessible, and sustainable public boating facilities for residents and visitors; and

WHEREAS Pioneer Park serves as a key recreational asset within Hardee County and provides vital access to local waterways; and

WHEREAS the County proposes the development of a boat ramp and supporting facilities at Pioneer Park to enhance boating access, safety, and accessibility; and

WHEREAS the Project includes the construction of a concrete double-lane boat ramp with appropriate slope and textured finish, an ADA-compliant boarding dock with handrails and non-slip surfacing, and associated channel dredging and grading to ensure safe access at varying water levels; and

WHEREAS the Project further includes supporting improvements such as ADA-compliant parking, accessible parking with designated trailer spaces, ADA loading zones, ADA-compliant sidewalks and fishing areas, lighting enhancements, wayfinding and regulatory signage, a picnic area and shaded staging area; and

WHEREAS the Florida Fish and Wildlife Conservation Commission administers the Florida Boating Improvement Program ("FBIP"), which provides funding assistance for projects that enhance public boating access and safety; and

WHEREAS Hardee County desires to submit an application for funding assistance through the FBIP for the implementation of this project, with an amount not to exceed $314,500; and

WHEREAS the BOCC supports this application and, if awarded, commits to ensuring the completion, operation, and maintenance of the project in accordance with program requirements.

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

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

Section 2. **Ratification and Approval.** That the BOCC hereby approves the submission of the Project application.

Section 3. **Approval and Authorization.** That the BOCC hereby approves and authorizes the County Manager or Chair of the BOCC to sign the grant application and, if awarded, the administration of the grant, in a form approved by the County Attorney, and all additional necessary documents for acceptance of the grant.

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

APPROVED AND ADOPTED this _____ day of _____, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

(SEAL)

_____
Noey Flores, Chair
Board of County Commissioners

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

AGENDA ITEM NO. 7.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Purchasing Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Amendment #4 to the United States Department of Agriculture Lease Agreement; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

SUGGESTED ACTION:

ATTACHMENTS:
Memo - USDA Lease Amend and Extend.pdf
4a Extension LA 4.pdf
Original Lease and Amendments up to 3.pdf

Hardee County FLORIDA

Procurement

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Niklaus C. Robertson-Calloway, Procurement Manager

Subject: Lease Amendment No. 4 – United States Department of Agriculture

Date: May 21, 2026

This item is to request approval of **Lease Amendment No. 4** with the **United States Department of Agriculture (USDA)** for the property located at **316 N. 7th Avenue, Wauchula, Florida 33873**.

The amendment extends the current lease term through **August 31, 2029**. Under the new terms, the USDA will continue leasing the existing space from **Hardee County** at the following rates, payable in monthly installments in arrears:

- **September 1, 2024 – September 30, 2024:** $15.00 per rentable square foot (RSF)
- **Effective October 1, 2024:** $20.00 per rentable square foot (RSF)

All other provisions of the existing lease will remain unchanged.

Staff recommends that the Board approve **Lease Amendment No. 4** with the United States Department of Agriculture extending the lease through August 31, 2029.

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 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 4 TO LEASE NO. Hardee County FL
ADDRESS OF PREMISES 316 N 7TH AVE WAUCHULA, FL 33873	GREX DELEGATION NO.: DFL06626-003

THIS AMENDMENT is made and entered into between **Hardee County Board of Commiss**
whose address is: **205 Hanchey Rd, Wauchula, FL 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 9/1/2024 as follows:

A. Paragraph 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 9/1/2021 through 8/31/2029, subject to termination and renewal rights as may be hereinafter set forth."

Rentable Square Footage (RSF) remains 2,970 and ANSI/BOMA Square Footage (ABOA) remains 2,970.

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: Theresa Black

Title: Lease Contracting Officer

United States Department of Agriculture, USDA

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

B. Paragraph 3 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates, which includes IDS fees:

	EFFECTIVE 9/1/2024	EFFECTIVE 10/1/2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	$45,750.00	$ 29,700.00
OPERATING COSTS*	$0.00	$ 29,700.00
ANNUAL RENT	**$45,750.00**	**$ 59,400.00**

*Annual Rental Rate (rounded) of $**15.00** per RSF reflects rental rate breakdown as follows:*
*Shell Rent $**15.00** per RSF (rounded)*

*Annual Rental Rate (rounded) of $**20.00** per RSF reflects rental rate breakdown as follows:*
*Shell Rent $**10.00** per RSF (rounded)*
*Operating Costs $**10.00** per RSF (rounded)*

C. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.

D. Hardee County FL is the corrected Lease Number for all previous Lease Amendments.

E. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www/sam.gov) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (MAY 2025)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in p-

-

, means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and

business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**

DATE OF LEASE	OCT 18 2011	LEASE NO. Hardee County FL

THIS LEASE, made and entered into this date by and between: Hardee County Board of County Commissioners

Whose address is 412 W Orange Street Suite 103
Wauchula FL 33873

and whose interest in the property hereinafter described is that of an Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,970 Rentable Square Feet (RSF) and 2,970 ANSI/BOMA Office Area Square Feet of office and related space at 110 West Oak Street.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR TERM beginning September 1, 2011 and one 5-Year Lease Renewal Option, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of $44,550.00 at the rate of $3,712.50 per month in arrears ($15.00.per rentable square foot = Shell Rent – $10.62 + Operating Costs - $4.38). Rent checks shall be made payable to: Hardee County Bard of County Commisioners, whose address is listed above.

4. The Government may terminate this lease at any time by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination the lease in whole or in part. The said notice shall be computed commencing with the day after the date of mailing..

5. This lease may be renewed at the option of the Government for one five-year term at $15.00 per rentable square foot. Provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All services, improvements, alterations, repairs, and utilities as defined by this lease and it's attachments hereto and are included as a component of the rental considerations.

RECEIVED
NOV 2 2 2011
HARDEE COUNTY BOCC

2011-2016

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO)
2. GSA Form 1217 Lessor's Annual Cost Statement, 2 pages
3. GSA Form 3517 – General Conditions
4. GSA Form 3518 – Represenations and Certifications
5. GSA Form 3516 – Solicitation prvisions
6. Green Lease Amendment
7. Fire & Casualty Damage Clause Modification
8. Floor Plan

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Hardee County Board of County Commissioners

BY Clayton H. Allbritton Jr. _____
(Signature) (Signature)

IN PRESENCE OF:

Sandra Meeks 412 W. Orange St. #103, Wauchula FL 33873
(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____ Contracting Officer/Realty Specialist
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

RECEIVED
NOV 22 2021
HARDEE COUNTY BOCC

Expires 8-31-2021

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1 $3812.50 TO LEASE NO. GS-Hardee County, FL

ADDRESS OF PREMISES ~~110 West Oak Street~~, Wauchula, FL 33873
316 North 7th Ave

THIS AGREEMENT, made and entered into this date by and between Hardee County Board of County Commissioners

whose address is **412 W Orange Street, Suite 103; Wauchula, FL 33873**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. This lease amendment is issued to exercise the one time, five year renewal option pertaining to the U.S. Government Lease for the Hardee County, Florida USDA Service Center Lease; dated 10/18/2011
2. ~~Effective September 1, 2016 through August 31, 2021~~, the government will continue to lease 2,970 rentable square feet of space at an annual amount of $45,750.00 at the rate of $3,812.50 (representing $15.00 per square foot + $100 for security monitoring)
3. The Lessor must have an active registration in the System for Award Management (SAM), formally Central Contractor Registration (CCR) System (via the Internet at *http://www.sam.gov*) prior to lease approval and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.
4. Pursuant U.S. Government Lease for Real Property, dated 10/18/2011, paragraph 4, the Government reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing.
5. The Lessor shall furnish to the Government, as part of the rental considerations, all of the items listed on the attached form labeled "Exhibit 1". Exhibit one must be initialed by lessor and will become part of the lease.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Colon Lambert
Name: Colon Lambert
Title: Chairman
Entity Name: Hardee County
Date: 12-8-16

FOR THE GOVERNMENT:

Signature:
Name: Michael Hajjar
Title: ~~Lease~~ Contracting Officer
Date: DEC 08 2016

WITNESSED FOR THE LESSOR BY:

Signature: Sandy Meeks
Name: Sandy Meeks
Title: Office Manager
Date: 12-8-16

EXHIBIT 1

U.S. GOVERNMENT LEASE FOR PROPERTY IN HARDEE COUNTY FLORIDA

Hardee County Board of County Commissioners will provide the following as part of the lease agreement with USDA.

Request that these services be provided by 3/1/2017

1. The Government requests that the lessor paint the entire space that USDA Occupies.

2. The Government requests that the lessor provide new carpeting for the entire space that USDA occupies.

3. The Government requests that defective door knobs and locks be replaced.

4. The Government requests all damaged ceiling tiles within UDSA be replaced.

5. The Government requests that the counter at the USDA entrance/reception area be made ABBAS/ADA Compliant. It must be wide enough to allow wheel chair access.

6. The Government requests an upgrade in security;
   a. Request that a security alarm be installed for the USDA space.
   b. Request that security cameras be installed outside of the USDA space.

Initials Lessor _____ Government _____ DEC 08 2016

United States Department of Agriculture

Farm and Foreign Agricultural Services

Farm Service Agency

1400 Independence Avenue, SW
Stop 0562
Washington, DC
20250

December 12, 2016

Hardee County Board of County Commiss.
412 W Orange Street, Suite 103
Wauchula, FL 33873

NOTICE TO PROCEED;
Hardee County USDA Service Center; Wauchula, Florida

Dear Lex Albritton,

This memo serves as is your notice to proceed (NOI) with the Hardee County USDA Service Center project, in Wauchula, Florida, in accordance with the lease amendment #1, executed by USDA on December 8, 2016. The work performed was specified on Exhibit 1, which is part of the referenced amendment.

The Government grants the Lessor 90 days upon receipt of this notice to complete all of the work. There are to be **NO** changes from the agreed upon design without prior written approval by the Contracting Officer or his/her duly authorized representatives.

Notwithstanding the Government's review of the scope of work, the Lessor is solely responsible and liable for the technical accuracy of the design in meeting all performance requirements and provisions of the lease, local codes and building ordinances and compliance with the accessibility standards.

The amendment for the lease renewal, along with Exhibit 1, is enclosed with this letter. The lease is hereby renewed though August 31, 2021. All other terms and conditions of the lease shall remain in full force and effect.

If you have any questions, please contact me at (202) 401-0041 or email me at michael.hajjar@wdc.usda.gov.

Sincerely,

Michael Hajjar
Realty Specialist

Enclosure: Amendment to Lease confirming lease renewal.

USDA is an Equal Opportunity Provider and Employer.

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT **No. 2** TO LEASE NO. **GS_Hardee County, FL**
ADDRESS OF PREMISES **316 N 7th Ave** **Wauchula, Florida 33873**	PDN Number: **N/A**

HARDEE CLERK TO BOARD

THIS AMENDMENT is made and entered into between **Hardee County Board of County Commissioners**

whose address is: **412 W Orange Street, Suite 103; Wauchula, Florida 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **September 1, 2021** through **August 31, 2024**.

2. **Effective September 1, 2021**, the Government will pay the Lessor annual rent of **$45,750.00** payable at the rate of **$3,812.50** per month (representing **$15.00** per square foot for **2,970** net rentable square feet and **$100** per month for Security Monitoring) in arrears.

3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page...)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Russell A. Mckendy
Name: Russell A. Mckendy
Title: Bocc Chairman
Entity Name: Hardee County BOCC
Date: 4-15-2021

FOR THE GOVERNMENT:

Signature:
Name: Dawn L. Kirby
Title: Lease Contracting Officer, USDA
Date: 4/26/2021

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Danielle DeLeon
Title: Bocc Office Manager
Date: 4-15-2021

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
MAY 5, 2021

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT **No. 2** TO LEASE NO. **GS_Hardee County, FL**
ADDRESS OF PREMISES **316 N 7th Ave** **Wauchula, Florida 33873**	PDN Number: **N/A**

HARDEE CLERK TO BOARD

THIS AMENDMENT is made and entered into between **Hardee County Board of County Commissioners**

whose address is: **412 W Orange Street, Suite 103; Wauchula, Florida 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **September 1, 2021** through **August 31, 2024**.

2. **Effective September 1, 2021**, the Government will pay the Lessor annual rent of **$45,750.00** payable at the rate of **$3,812.50** per month (representing **$15.00** per square foot for **2,970** net rentable square feet and **$100** per month for Security Monitoring) in arrears.

3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page...)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Russell A Mckendy
Name: Russell A. McKendy
Title: BOCC Chairman
Entity Name: Hardee County BOCC
Date: 4-15-2021

FOR THE GOVERNMENT:

Signature:
Name: Darby L Kirby
Title: Lease Contracting Officer, USDA
Date: 4/26/2021

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Danielle DeLyon
Title: BOCC Office Manager
Date: 4-15-2021

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
MAY 5, 2021

(Amendment continued...) ...parties covenant and agree that the said Lease is amended as follows:

4. Janitorial requirements now include the following:

Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

INITIALS: _____ & _____
LESSOR GOVT

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT NUMBER: **3** LEASE NUMBER: **Hardee County FL**
ADDRESS OF PREMISES: **316 N 7th Ave** **Wauchula, FL 33873**	GREX DELEGATION NUMBER: **SFL06626-003** EUID: **FA.111117**

THIS AMENDMENT is made and entered into between **Hardee County Board of Commiss**

whose address is **205 Hanchey Rd., Wauchula, FL 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS the parties hereto desire to amend the above Lease to make an administrative correction that does not change the terms or condition of the Lease.

NOW THEREFORE these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. This unilateral amendment is issued to correct the Lease No. from **GS-Hardee County, FL to Hardee County Fl**

2. All other terms and conditions of the lease remain in effect.

This Lease Amendment contains **1** page.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer, USDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM NO. 7.L

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement ARW07 Amendment #11; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

SUGGESTED ACTION:

ATTACHMENTS:
Agenda Memo_TSMCA_FY 2027_Amendment to Exhibit A.pdf
Hardee Co FY 2027 Exhibit A.pdf

Hardee County FLORIDA

CAPITAL PROJECTS OFFICE

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: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Traffic Signal Maintenance and Compensation Agreement (TSMCA) Exhibit A Amendment FY 2026-2027

Date: May 21, 2026

The FDOT proposes an amendment to the Traffic Signal Maintenance and Compensation agreement, FDOT Contract No. ARW07, Financial Project No. 412669-1-88-01, approved on May 28, 2015, by the Board of County Commissioners. The agreement is amended as follows:

Exhibit A that contains the compensation amounts for maintaining traffic signals and all other devices located in Hardee County is amended, superseded, and replaced in its entirety with the new Exhibit A for FY 2027 that is attached to this Amendment.

Please note the new US 17 and SR 62 Traffic Signal currently under construction is now included in the Exhibit A amendment for FY 2026-2027. This increases the previous year's compensation amount from $8,738.00 to $14,025.00.

Staff recommends Board approval of Exhibit A amendment to the agreement between Florida Department of Transportation (FDOT) and Hardee County regarding Traffic Signal Maintenance and Compensation and authorize the County Manager to execute the Exhibit A amendment (FY 2027) to FDOT Contract No. ARW07, FPID #412669-1-88-01 and other related documents.

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW07
FINANCIAL PROJECT NO. 412669-1-88-01
F.E.I.D. NO. F596000632004
AMENDMENT NO. 11

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2026, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Hardee County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 28, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

HARDEE COUNTY, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Terry Atchley

Title: County Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: Steven Davis, P.E.

Title: District Traffic Operations Engineer

Legal Review: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2027 **Maintaining Agency:** **Hardee County**

Effective Date: 7/1/2026 **To: 6/30/2027** FPID: 412669-1-88-01 Contract: ARW07

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 35/US 17	REA RD	156	$ 4,266						$ 429				$ 135							$ 4,830
SR 35/US 17	SR 62	157		$ 6,063					$ 429											$ 6,492
SR 64/	CR 663	167			$ 1,035															$ 1,035
SR 64 EB	W OF SR 636	F125									$ 417									$ 417
SR 64 EB	SR 636	F126									$ 417									$ 417
SR 64 EB	E of Bennett Rd	F663						$ 417												$ 417
SR 64 WB	E of Bennett Rd	F664						$ 417												$ 417
																				$ -
																		Total Lump Sum *		$ 14,025

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 14,025

Maintaining Agency Terry Atchley, County Manager Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 21, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Presentation

AGENDA SECTION: **PRESENTATIONS**

SUBJECT: **Dawn Page, City of Bowling Green** - Bowling Green CRA Annual Report

SUGGESTED ACTION:

ATTACHMENTS:
Bowling Green CRA Annual Report 2025 FY.pdf

City of Bowling Green
Community Redevelopment Agency (CRA)

Annual Report

Fiscal Year 2024 – 2025

Message from CRA Leadership

The Bowling Green Community Redevelopment Agency continues to make meaningful progress in strengthening our downtown, supporting local businesses, and enhancing the quality of life for our residents. As a small, rural community, every investment matters—and this year reflects steady, intentional growth and revitalization within our CRA district.

Introduction

The City of Bowling Green CRA remains focused on revitalizing our core areas through strategic investment, partnerships, and community-driven initiatives. This report highlights the accomplishments, financial activity, and forward-looking goals for Fiscal Year 2024–2025.

CRA Mission

To eliminate conditions of blight, support economic development, improve infrastructure, and enhance the appearance and functionality of the Bowling Green community.

CRA Boundary & Focus Areas

The CRA district consists of 263 acres which encompasses much of the City's historic downtown and surrounding neighborhoods, aligning closely with areas identified in the Downtown Strategic Visioning Workshop. (CRA Map Attached)

CRA district Taxable Value:

2014	$8,104,077	2025	$25,184,264

Focus areas include:

- Downtown revitalization and infill development
- Business growth and retention
- Infrastructure and utility improvements
- Beautification and streetscape enhancements

FY 2024–2025 Highlights & Accomplishments

Economic Development & Business Growth

- Continued positive growth with **13 new single-family homes constructed** and the opening of **Holy Child affordable housing development (26 homes)** within the community.
- A new duplex was also constructed, contributing to housing availability.
- **Gator's Pizza Restaurant** was constructed and scheduled to open in early 2026, bringing new dining options and economic activity to the area.
- **Cutting Edge Lawn Equipment** announced as a new business coming soon.

Downtown Investment & Redevelopment

- Acquired a downtown commercial building CRA funds. Total purchase price $675,000 with $125,000 deposit (FY 2024) and remaining to be paid in monthly installments of $5,833.60 at five percent interest rate for 10 years.
- This investment has undergone facade improvements which has directly resulted in **a new business preparing to open in the space**, demonstrating the effectiveness of CRA-led redevelopment in stimulating private investment.

Infrastructure & Utility Coordination

- Continued coordination with City-led infrastructure improvements, including water, sewer, and stormwater system enhancements.

Beautification & Community Appearance

- Ongoing maintenance and enhancement of public areas within the CRA district.
- Focus on improving the visual appeal of downtown corridors to attract businesses and visitors.

Major Projects & Initiatives

Downtown Revitalization

The CRA continued to advance downtown revitalization through stakeholder engagement, planning, and targeted property investment.

Strategic Visioning

The CRA participated in and supported the Downtown Strategic Visioning Workshop, ensuring that redevelopment priorities reflect community input and long-term goals.

Housing & Community Stability

Support of new housing developments and affordable housing initiatives that contribute to neighborhood stability and workforce housing availability.

Financial Summary (FY 2024–2025)

Revenues

- Tax Increment Financing (TIF): $ 173,295
- Other Revenues: $ 40,197.51

Expenditures

- Redevelopment Projects & Property Improvements: $ 0
- Infrastructure Support: $ 74,097.24
- Professional Services: $ 62,863,81
- Administrative Costs: $ 716.19

Fund Balance

- Beginning Fund Balance: $ 8,625.00
- Ending Fund Balance: $ 84,440.27

Detailed financial records are maintained in accordance with Florida Statutes and are available upon request.

Partnerships & Collaboration

The success of the CRA is made possible through collaboration with:

- Bowling Green City Commission
- Local business owners and property owners
- Hardee County
- State and federal agencies
- Community stakeholders and residents

Challenges & Opportunities

Challenges

- Limited funding capacity for large-scale redevelopment projects
- Aging infrastructure within portions of the CRA district
- Balancing growth while maintaining small-town character

Opportunities

- Increasing interest in residential and commercial development
- Continued momentum in downtown revitalization
- Availability of state and federal funding opportunities
- Strategic use of CRA funds to leverage private investment

Goals for FY 2025–2026

- Continue targeted downtown property improvements and redevelopment
- Support new and existing businesses within the CRA district
- Advance infrastructure and streetscape enhancements
- Pursue additional grants and funding opportunities
- Implement priorities identified in the Downtown Strategic Visioning effort
- Strengthen community engagement and communication

Conclusion

The Bowling Green CRA continues to serve as a catalyst for positive change within the community. Through thoughtful investment, strong partnerships, and a focus on long-term sustainability, the CRA is helping shape a vibrant, resilient, and economically healthy future for the City of Bowling Green.

Contact Information

City of Bowling Green Community Redevelopment Agency
104 E. Main Street
Bowling Green, Florida 33834
Phone: (863) 375-2255

Prepared by the City of Bowling Green Community Redevelopment Agency – FY 2024–2025

AGENDA ITEM NO. 8.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Kelley Klepper & Bo Conerly, Kimley Horne** - Hardee County Government Center & Resiliency Hub Master Plan

SUGGESTED ACTION:

ATTACHMENTS:
HCSO BOCC 5.21 Presentation.pptx

Hardee County Government Center and Resiliency Hub

Rezone with Master Development Plan
BOCC Presentation

May 21, 2026

Background

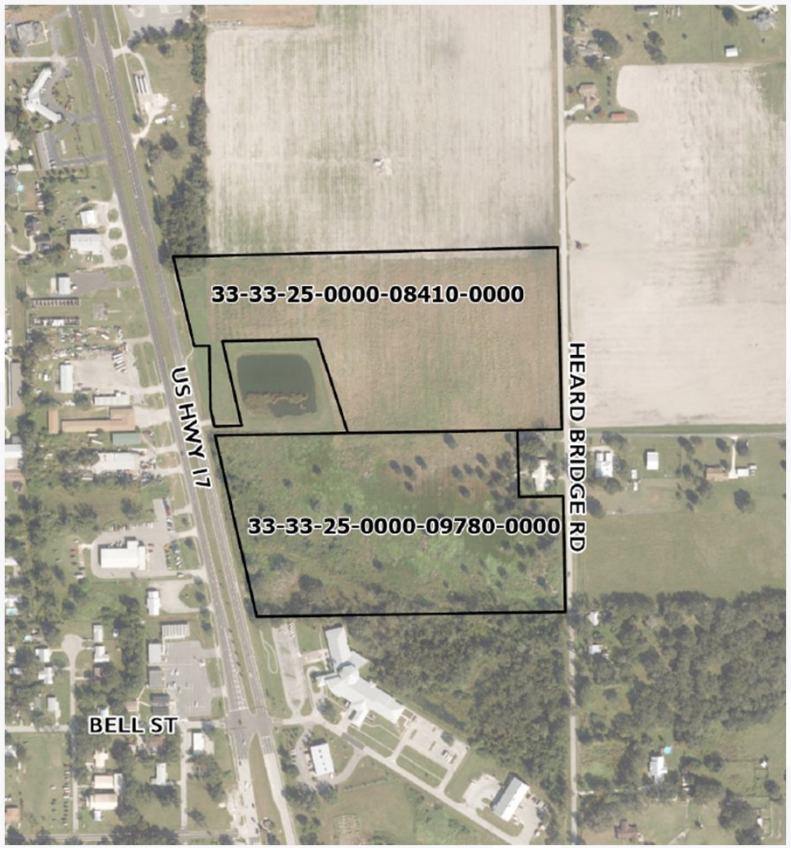
February 10, 2025: Ordinance No. 2025-03

- City of Wauchula Annexation

April 14, 2025: Ordinance No. 2025-04

- Future Land Use (FLU) Map Amendment from County Town Center to City Public/Semi-Public (PSP)

+/- 35.18 acres PIDs: 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000



Summary of Request

Rezone with Master Development Plan (MDP)

- Rezone from Residential Single-Family – 3 (RSF-3) to Planned Development – Residential (PD-R) with PSP

PID: 33-33-25-0000-08410-0000

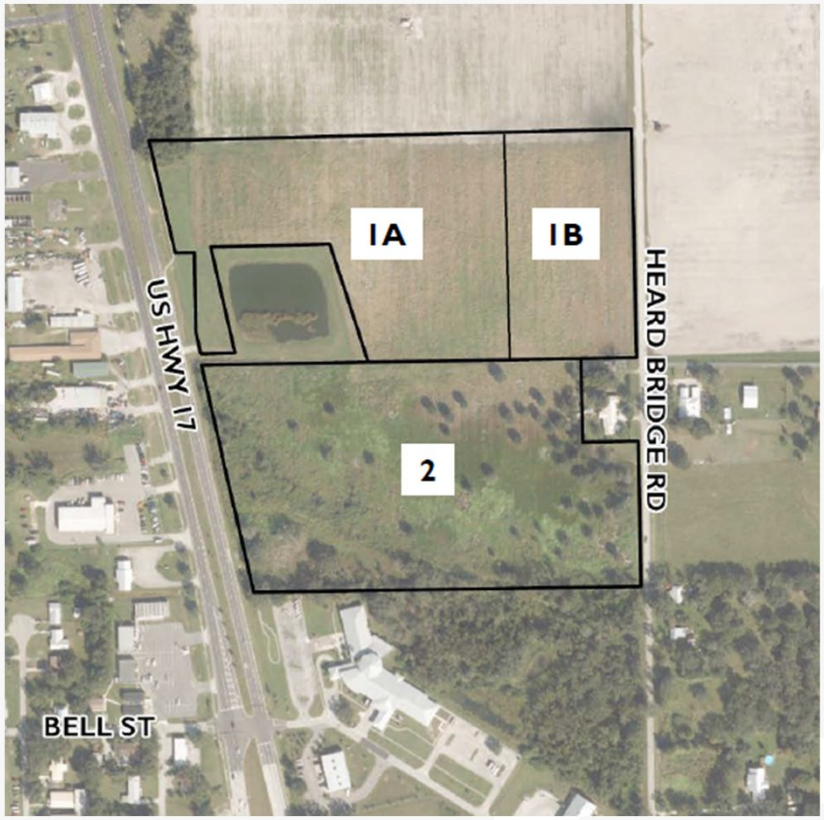
- *Request 1A*: Rezone approximately 11.7 acres from C-2 (Hardee County) to Planned Unit Development (PUD) (City of Wauchula).
- *Request 1B*: Rezone approximately 5.6 acres from C-2 (Hardee County) to Agriculture (AG) (City of Wauchula).

PID: 33-33-25-0000-09780-0000

- *Request 2*: Rezone the entire +/-17.4-acre parcel from A-1 (Hardee County) to Agriculture (AG) (City of Wauchula).

Proposed Use:

- County Resiliency Hub including the sheriff's office and jail facility



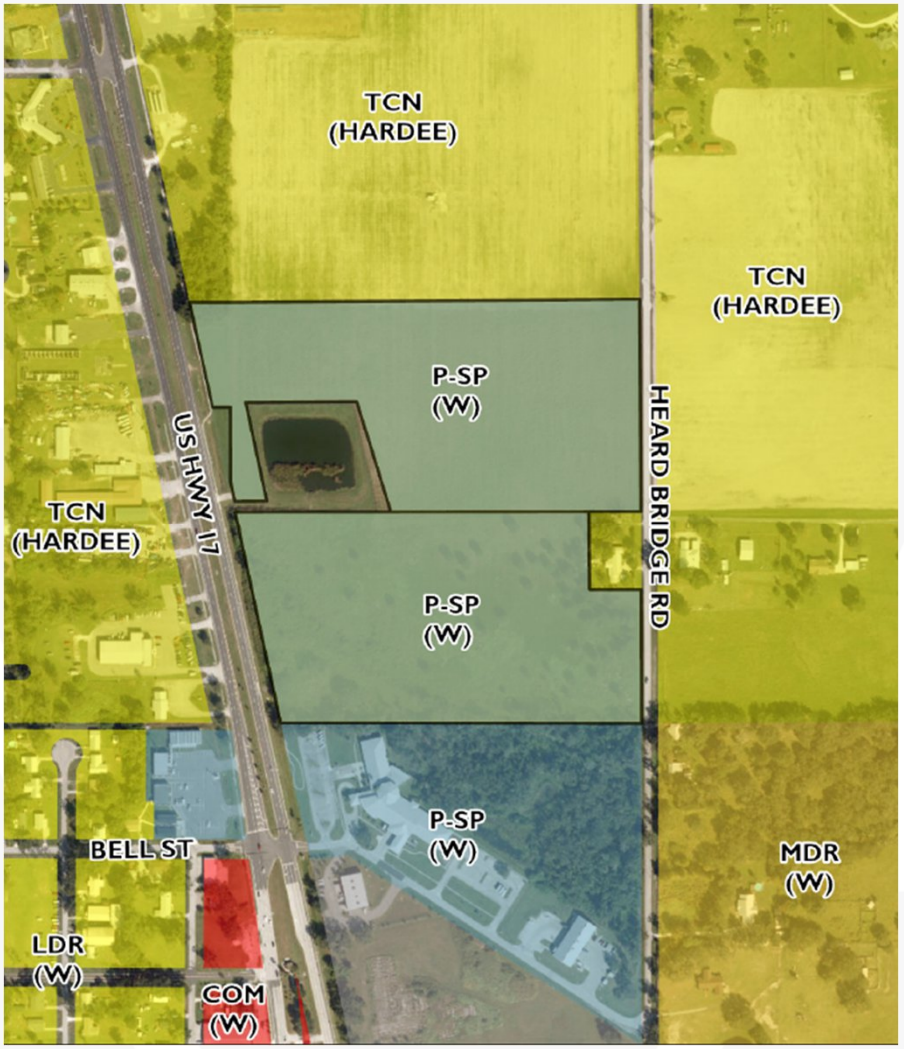
LEGEND
Subject Property

Subject Property

Existing Future Land Use Designation

Existing Future Land Use:

- Public/Semi-Public (PSP)
- No proposed change



LEGEND

Subject Property

Subject Property

Existing Zoning District

Existing Zoning:

PID: 33-33-25-0000-08410-0000

- General Commercial (C-2) (Hardee)

PID: 33-33-25-0000-09780-0000

- Agricultural (A-1) (Hardee)



Subject Property

Proposed Zoning District

Proposed Zoning:

PID: 33-33-25-0000-08410-0000

- Planned Unit Development (PUD) (Wauchula)
- Agricultural (AG) (Wauchula)

PID: 33-33-25-0000-09780-0000

- Agricultural (AG) (Wauchula)



NORTH
GRAPHIC SCALE IN FEET
0 40 80 160
LEGEND
PROPERTY BOUNDARY
ACCESS EASEMENT
WALL
SECURITY FENCE
ASPHALT PAVEMENT
STANDARD DUTY CONCRETE
CONCRETE SIDEWALK
OUTDOOR COMMON AREA (AREA FOR FUTURE EXPANSION)
EXISTING WETLAND AREA
AG - AGRICULTURE ZONING
PROPOSED ZONING
PLANNED UNIT DEV.
PID: 33-33-25-0000-08410-0000: PUD (+/- 11.7 AC)
AGRICULTURE.
PID: 33-33-25-0000-08410-0000: AG (+/- 5.6 AC)
PID: 33-33-25-0000-09780-0000: AG (+/- 17.4 AC)
PID: 33-33-25-0000-08410-0000
ZONING:
AG - AGRICULTURE
PID: 33-33-25-0000-08410-0000
ZONING (HCSO & JAIL):
PUD - PLANNED UNIT DEVELOPMENT
PID: 33-33-25-0000-09780-0000
ZONING:
AG - AGRICULTURE
PROPOSED HARDEE COUNTY SHERIFF'S OFFICE
PROPOSED HARDEE COUNTY JAIL
OUTDOOR COMMON AREA
DRAINAGE POND
EXISTING POST DRAINAGE POND
PROPERTY BOUNDARY
AUTOMATIC GATE
LANDSCAPE AREA
EMERGENCY ACCESS MEDIAN CUT
Kimley»Horn
HARDEE COUNTY GOVERNMENT CENTER AND RESILIENCY HUB
MASTER SITE PLAN
SHEET NUMBER
EX-01

Questions ?

Contact Us:
Kelley Klepper, AICP
Kimley-Horn and Associates, Inc.
Kelley.Klepper@kimley-horn.com

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Sarah Johnston, County Attorney** - Ordinance 2026-05 - Amending ULDC

SUGGESTED ACTION:

- Motion to approve the first reading of Ordinance 2026-05, an Ordinance of the Board of County Commissioners of Hardee County, Florida, amending Article I of the Unified Land Development Code of Hardee County to add Section 1.04.03 to provide for cost recovery for the actual cost of review of certain land development applications; providing for repeal, conflicts, severability, codification and for an effective date.

ATTACHMENTS:

Ordinance 2026-05 ULDC Cost Recovery draft .docx
BIE 2026-05 Cost Recovery ULDC .docx

ORDINANCE NO. 2026-05
HARDEE COUNTY, FLORIDA

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING ARTICLE I OF THE UNIFIED LAND DEVELOPMENT CODE OF HARDEE COUNTY TO ADD SECTION 1.04.03 TO PROVIDE FOR COST RECOVERY FOR THE ACTUAL COST OF REVIEW OF CERTAIN LAND DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

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

WHEREAS, the County has determined that certain development applications required substantially more extensive review and/or specialized expertise and artificially inflate rates for all users and implementation of a cost recovery program is a preferred method that allows for pass through of those directly applicable costs to a benefited user; and

WHEREAS, the cost recovery program would allow the County (and applicants) to utilize specialized expertise for certain land development applications, and the applicants would reimburse the County for the actual costs of the specialized review; and

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

WHEREAS, the Planning and Zoning Board considered this Ordinance at a duly noticed public hearing and recommended _____ by a ____ to ____ vote; and

WHEREAS, the Board finds that it would be in the best interests of the residents of the County to amend the regulations in the County's Unified Land Development Code.

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

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

Section 2. ULDC Amendment. Article 1. General Provisions of the ULDC is amended to add Section 1.04.03 as follows:

1.04.03 Cost Recovery

In accordance with Chapter 2, Article IV. Cost Recovery of the Hardee County Code of Ordinances ("County Code"), the County Manager or designee, as part of the review of any development application presented to the County, may refer such application to such engineering, planning, legal, technical, or environmental consultant or professional(s) engaged by the County as the County Manager or designee shall deem reasonably necessary to enable review of the application as required by law.

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

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

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

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

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

PASSED ON FIRST READING on the __ day of May, 2026.

PASSED AND ADOPTED ON SECOND READING this __ day of June, 2026.

HARDEE COUNTY, FLORIDA

NOEY A. FLORES, CHAIR

ATTEST:

VICTORIA L. ROGERS
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SARAH JOHNSTON
COUNTY ATTORNEY

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING ARTICLE I OF THE UNIFIED LAND DEVELOPMENT CODE OF HARDEE COUNTY TO ADD SECTION 1.04.03 TO PROVIDE FOR COST RECOVERY FOR THE ACTUAL COST OF REVIEW OF CERTAIN LAND DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the local government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the County;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

The County has determined that certain development applications required substantially more extensive review and/or specialized expertise and artificially inflate rates for all users and implementation of a cost recovery program is a preferred method that allows for pass through of those directly applicable costs to a benefited user and cost recovery program would allow the County (and applicants) to utilize specialized expertise for certain land development applications, and the applicants would reimburse the County for the actual costs of the specialized review.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; Those actual costs incurred in development review – dependent on the scale, complexity of the development application. (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and In accordance with required development review contained in ULDC and those fees charged by respective consultant. (3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. This is a direct pass-through, there is no anticipated revenue. (4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3): no

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Those submitting development applications that meet the criteria for consultant review.

D. Additional information the governing body deems useful (what steps did the County take to answer A, B, and C?):

Review and analysis of operations and development review process.

AGENDA ITEM NO. 10.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Sarah Johnston, County Attorney** - Ordinance 2026-06 - Amending Chapter 2

SUGGESTED ACTION:

- Motion to approve the first reading of Ordinance 2026-06, an Ordinance of the Board of County Commissioners of Hardee County, Florida, amending Chapter 2 "Administration" of the Hardee County Code of Ordinances to add Article IV "Cost Recovery" to establish a cost recovery program providing for reimbursement of the cost of review of certain land development applications; providing for repeal, conflicts, severability, codification and for an effective date.

ATTACHMENTS:

Chap 2 Cost Recovery 2026-06 draft .docx
BIE 2026-06 Cost Recovery Chpt 2.docx

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE HARDEE COUNTY CODE OF ORDINANCES TO ADD ARTICLE IV "COST RECOVERY" TO ESTABLISH A COST RECOVERY PROGRAM PROVIDING FOR REIMBURSEMENT OF THE COST OF REVIEW OF CERTAIN LAND DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

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

WHEREAS, the County has determined that certain development applications required substantially more extensive review and/or specialized expertise and artificially inflate rates for all users and implementation of a cost recovery program is a preferred method that allows for pass through of those directly applicable costs to a benefited user; and

WHEREAS, the cost recovery program would allow the County (and applicants) to utilize specialized expertise for certain land development applications, and the applicants would reimburse the County for the actual costs of the specialized review; and

WHEREAS, the proposed ordinance codifies County regulations providing for reimbursement of the cost of review of certain land development applications that require either a specific area of specialization or a disproportionate amount of time and effort that the County is not able to provide without negatively impacting other county services; and

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

WHEREAS, the Board finds that it would be in the best interests of the residents of the County to adopt the Ordinance establishing a cost recovery program.

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

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

Section 2. Code of Ordinances Amendment. That Chapter 2 entitled "Administration," of the County Code of Ordinances is amended to add Article IV. Cost Recovery and sections 2.40, 2.41, 2.42, and 2.43 as follows:

Article IV. Cost Recovery

Section 2.40 Cost Recovery; Established. Purpose and Intent.

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

1. The purpose of this Chapter 2, Article IV. Cost Recovery is to ensure that actual costs incurred in the review of certain land development applications submitted to the County are borne by the applicants which derive the financial benefits of this review, rather than by the taxpayers of the County.
2. It is the express intent of the County in enacting this cost recovery program that the county's costs of administrative and outside fee consultant review and processing of requests, as required or necessitated now or in the future by the county's ordinances, resolutions, policies, or procedures, shall be borne by the applicant.

Section 2.41 Applicability and Exceptions.

1. *Applicability of provisions.*

The following types of applications authorized under the Unified Land Development Code of Hardee County ("ULDC") shall be subject to the requirements of this Article as provided for in Section 2.42. This shall include, but not be limited to comprehensive plan amendments, rezonings, variances, uses permitted with conditions, planned unit developments, special exceptions, major mining special exceptions, appeals of administrative decisions, land development regulation amendments, and development agreements.

2. Exceptions.

The cost recovery required by this section shall not apply to:

- applications that are originally initiated by or on behalf of the county; or
- on behalf of another governmental entity acting in its governmental capacity, provided however, that the initiating government entity does not charge the county for its review, processing and comment upon the county's review requests of a similar type or nature.

3. *Building permit fee schedule and application fee schedules not affected.* The schedules of building permit and Community Development Department application fees, as otherwise provided for and authorized by this Code and the ULDC, shall not be affected by this article and shall apply in addition to the fees required by this article.
4. *Advertising and mailing costs required.* Advertising and mailing costs shall also be charged to an applicant as required by this Code, in addition to the fees and charges required by this article.

Section 2.42 Cost Recovery.

1. The County manager or designee, in the review of any application, may refer any such application as provided for in this Article to such engineering, planning, legal, technical, or environmental consultant or professional(s) engaged by the County as the County Manager or designee shall deem reasonably necessary to enable review of the application as required by law. Charges made by such consultant shall be in accord with the charges customarily made for such services in the Central Florida area, and pursuant to an existing contractual agreement by and between the County and such consultant. Charges made by the County shall be in accord with the hourly rates charges by such consultants or hourly rates of employed professionals and shall be paid on submission of a County invoice.
2. Unless prohibited by law, the applicant shall reimburse the County for the cost of such consultant or employed professional services upon submission of a copy of the invoice, within 30 days of submission of a copy of the invoice. These fees are in addition to any and all other fees required by other law, rule or regulation of the County Code.
3. Whenever the County determines that services are needed pursuant to this Article, the County shall notify the developer, owner or other interested party ("applicant"), seeking

review, development permits, applications, submissions or requests concerning the development, utilization or improvement of real property in the County. The applicant shall be provided a written notice that review of the application requires review by certain consultants or professionals with an estimate of the cost. This shall be an estimate only and may be exceeded if necessary.

4. Payment in full by the applicant to the County for the County's actual expenditure for review of the application shall be a written condition of any development order or permit.
5. For applications that require substantial review and utilization of professionals and consultants, the County may, in its discretion, require, at the time a submittal is made, an initial deposit, which shall be credited toward the fee charged for application review and processing, and shall pay additional deposits as may be required from time to time. The amount of the initial deposit for the different types of review requests shall be established by the County and based upon the estimated cost of professional services required to review the application.
    a. *Initial Deposit.* When the applicant pays the initial deposit, that deposit shall reflect the estimated expenses of review, a cost recovery account for the applicant's review request will be opened and maintained throughout the entire review process until all certificates of occupancy have been issued, or the County determines that no further County action is necessary for the review and processing of the request; at either of which time, the account will be closed, and any remaining funds therein will be refunded to the applicant.
    b. *Additional deposits.* The cost recovery account will be monitored monthly. Whenever the account falls below 25 percent of the initial amount deposited, the applicant shall be required to submit an additional amount to the cost recovery fund equal to 25 percent of the original amount deposited before any further review or processing continues. The applicant making the initial deposit will be notified when a supplemental deposit will be required. Several supplemental deposits may be necessary depending on the complexity of the review request.
    c. *Return of cost recovery deposit.* After the final approval, the County shall close the cost recovery account and shall refund any remaining funds to the applicant within 60 days.
6. *Interest Charges and Enforcement.* Unpaid costs and fees payable to the County under this section, which are more than 30 days overdue shall be considered delinquent and shall accumulate interest at the rate of one and one-half (1.5) percent per month upon the unpaid balance until paid. Overdue costs, fees and interest accrued thereon may be collected and enforced in any manner that is allowed by law, and the County shall be authorized to recover its reasonable attorney's fees incurred in such collection.

Section 2.43 Appeal.

Any applicant who contends that the funds being charged pursuant to this cost recovery program are excessive, may appeal the decision of the county manager or any funds being charged, to the board of county commissioners who will hear said appeal within 45 days of said appeal. The decision of the board of county commissioners on said appeal shall be final. During the time of said appeal no development permit shall be issued except in such cases where the applicant pays to the county the funds required in the cost recovery program noting on said payment that they are paid under protest subject to the appeal being undertaken by the applicant.

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

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

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

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

PASSED ON FIRST READING on the __ day of May, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of June, 2026.

[SIGNATURE PAGE TO FOLLOW]

NOEY A. FLORES
CHAIRMAN

ATTEST:

VICTORIA L. ROGERS
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SARAH JOHNSTON
COUNTY ATTORNEY

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE HARDEE COUNTY CODE OF ORDINANCES TO ADD ARTICLE IV "COST RECOVERY" TO ESTABLISH A COST RECOVERY PROGRAM PROVIDING FOR REIMBURSEMENT OF THE COST OF REVIEW OF CERTAIN LAND DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the local government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the County;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

The County has determined that certain development applications required substantially more extensive review and/or specialized expertise and artificially inflate rates for all users and implementation of a cost recovery program is a preferred method that allows for pass through of those directly applicable costs to a benefited user and cost recovery program would allow the County (and applicants) to utilize specialized expertise for certain land development applications, and the applicants would reimburse the County for the actual costs of the specialized review.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; Those actual costs incurred in development review – dependent on the scale, complexity of the development application. (2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and In accordance with required development review contained in ULDC and those fees charged by respective consultant. (3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. This is a direct pass-through, there is no anticipated revenue. (4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3): no

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Those submitting development applications that meet the criteria for consultant review.

D. Additional information the governing body deems useful (what steps did the County take to answer A, B, and C?):

Review and analysis of operations and development review process.

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Bobby Keene, Capital Projects Manager** - Artificial Intelligence (AI) Steering Committee & Policy
SUGGESTED ACTION:	- Motion to approve and adopt the Artificial Intelligence Committee Charter and Use Policy as presented.

ATTACHMENTS:

May 21st 2026 BOCC Memo - AI Policy and Commitee Charter.docx
AI Steering Committee Charter_Hardee County_10_06_2025.pdf
AI Policy_FINAL_91525.pdf
AI_Steering_Committee_DRAFT Prsentation.pptx

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Bobby Keene, Chair – A.I. Steering Committee

Subject: Establishment of Artificial Intelligence (AI) Steering Committee and Adoption of AI Governance Framework

Date: May 21st, 2026

Background

At the direction of the County Manager, an Artificial Intelligence (AI) Steering Committee was formed to evaluate, guide, and oversee the responsible adoption of AI technologies within Hardee County operations. The Committee convened its initial meeting on August 22, 2025, to introduce members, define its purpose, and begin development of a formal charter and governance structure.

Subsequent meetings focused on refining the Committee's structure, identifying leadership roles, and advancing recommendations for County-wide AI implementation. During the September 24, 2025 meeting, the Committee finalized its Charter and submitted it to the County Manager for approval, which has since been granted.

Purpose of the AI Steering Committee

The AI Steering Committee has been established as the County's central body for oversight, guidance, and accountability in the adoption of artificial intelligence technologies. The Committee is tasked with:

- Reviewing and recommending policies and guidelines for AI use
- Evaluating pilot projects and identifying opportunities for expanded implementation
- Ensuring ethical, transparent, and responsible use of AI
- Supporting training and knowledge-sharing across County departments
- Promoting accountability and public trust in AI applications

The Committee operates under a formally adopted Charter that outlines its authority, membership, responsibilities, and reporting structure.

BOARD OF COUNTY COMMISSIONERS

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CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

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KENNY MILLER
DISTRICT 5

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COUNTY MANAGER

SARAH JOHNSTON
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WEBSITE
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Committee Actions to Date

Since its formation, the Committee has:

- Established a cross-departmental membership representing key County functions
- Appointed a Chair and Co-Chair to lead Committee efforts
- Engaged an AI consultant to assist with strategy, training, and policy development
- Initiated evaluation of AI tools, including pilot discussions for platforms such as ChatGPT Teams
- Identified the need for governance, training, and administrative oversight of AI systems
- Begun development of County-wide AI policies and guidelines

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AI Policy Development

Working in coordination with AI and IT consultants, the Committee has developed a draft Artificial Intelligence Use Policy for consideration by the Board. This policy:

- Establishes principles for ethical, transparent, and accountable AI use
- Applies to all County departments, employees, and authorized users
- Aligns with existing cybersecurity and acceptable use policies
- Formally recognizes the AI Steering Committee as the governing body for AI oversight
- Provides a framework for responsible adoption, compliance, and ongoing evaluation of AI technologies

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Recommendation

It is recommended that the Board of County Commissioners:

1. **Acknowledge the establishment of the AI Steering Committee** as directed by the County Manager
2. **Approve and adopt the AI Steering Committee Charter** as the governing framework for AI oversight
3. **Review and consider adoption of the Artificial Intelligence Use Policy** to establish County-wide standards for responsible AI implementation

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

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Conclusion

The establishment of the AI Steering Committee represents a proactive step toward modernizing County operations while ensuring that emerging technologies are implemented responsibly and in alignment with public expectations. The Committee's work positions Hardee County to leverage AI in a manner that enhances efficiency, supports staff, and maintains transparency, accountability, and public trust.

Hardee County Board of County Commissioners

Artificial Intelligence Steering Committee

Operating Rules

Section 1. Purpose and Authority

The Hardee County Artificial Intelligence (AI) Steering Committee ("the Committee") is established to provide guidance, oversight, and accountability for the County's adoption and ongoing use of AI tools and practices. The Committee serves as the central body to review pilot projects, recommend policies and procedures, and ensure that AI is introduced and expanded in a manner that is responsible, ethical, transparent, and aligned with the values and mission of Hardee County Board of County Commissioners (BOCC).

The Committee is authorized by the Hardee County Manager, in coordination with the Assistant County Manager and the Committee, to:

- Review and recommend county policies and guidelines for AI use.
- Monitor and evaluate the County's AI pilot projects.
- Provide recommendations for expanding the use of AI in additional departments and functions.
- Facilitate staff training, knowledge-sharing, and best practices across departments.
- Ensure accountability through documentation of AI applications, outcomes, and risks.

Section 2. Scope and Responsibilities

The Committee's scope encompasses the strategic review and recommendation of AI applications across all County departments and services. It is responsible for guiding the ethical deployment, governance, and oversight of AI systems to ensure their use serves the public interest, aligns with County priorities, and complies with applicable laws and standards.

Specifically, the Committee shall:

- Identify and assess potential use cases for AI technologies within County operations.
- Review AI initiatives for alignment with County values, service objectives, and resource constraints.
- Recommend policies, procedures, and standards governing the responsible design, acquisition, deployment, and monitoring of AI systems.
- Promote transparency in AI-related decisions.
- Review risks associated with AI implementation, including implications for privacy, accountability, and cybersecurity.
- Coordinate with departmental leaders and staff to support the implementation of AI initiatives.
- Encourage continuous learning and capacity building related to AI across the County workforce.

Section 3. Objectives

The objectives of the Hardee County AI Steering Committee are to:

1. **Responsible AI Use**
    - Be informed of and review initial AI pilot projects within selected departments and provide recommendations to County leadership based on reported progress.
    - Identify successful applications that improve efficiency, service delivery, or staff support.
2. **Develop Policy Foundations**
    - Recommend guidelines for acceptable and ethical use of AI.
    - Ensure alignment with state and federal standards.

3. **Build Organizational Capacity**
    - Support professional development and training to equip County staff with AI-related knowledge and skills.
    - Encourage knowledge-sharing and collaboration across departments.
4. **Ensure Accountability and Public Trust**
    - Establish mechanisms to document AI use and outcomes for audit, transparency, and compliance purposes.
    - Promote responsible, equitable, and transparent use of AI in serving the residents of Hardee County.
5. **Plan for Future Expansion**
    - Provide recommendations for scaling AI adoption county-wide based on pilot outcomes.
    - Identify opportunities to showcase County successes at the regional and state level.

Section 4. Membership and Composition

The Hardee County AI Steering Committee shall consist of the following members:

- Bobby Keene, Capital Projects Manager (Chair)
- Laura Calvillo, Program Manager
- Stacey Smith, Grants Specialist
- Kyle Gilliard, Lead IT Technician (Co-Chair)
- Holly Smith, Administrative Services Manager
- Colton English, Procurement Manager
- Jamie Roelle, Facilities Coordinator

Ex officio:

- Terry Atchley, County Manager
- Doug Baber, Assistant County Manager

The Committee shall be led by a Chair, designated by County Manager. The Committee shall also select a Co-Chair from among its members, who shall serve in the Chair's absence and assist with coordinating the Committee's work.

All members shall serve as representatives of their respective departments and functions. Members are expected to participate actively, contribute insights from their areas of responsibility, and share best practices in the use of AI.

Membership shall be reviewed annually by the Assistant County Manager, in consultation with the Committee Chair. The Chair and Co-Chair positions may be reaffirmed or rotated at that time, subject to Committee consensus and guidance from County leadership.

Section 5. Roles and Duties of Members

Committee members shall:

1. Attend meetings regularly and participate in discussions and decision-making.
2. Represent the interests and perspectives of their respective departments.
3. Share information, best practices, and lessons learned regarding the use of AI.
4. Support the responsible and transparent implementation of AI within County operations.

Section 6. Meetings, Cadence, and Procedures

1. **Meeting Frequency.** The Committee shall meet on a regular basis, not less than once per month. Additional meetings may be scheduled at the discretion of the Chair.
2. **Quorum.** A majority of members shall constitute a quorum for conducting business.
3. **Decision-Making.** The Committee will strive for consensus. When necessary, actions shall be determined by a majority vote of those present.
4. **Agenda and Notes.** The Chair, in consultation with the Co-Chair, shall establish the agenda. Notes shall be maintained to document discussions and decisions for internal reference.

Section 7. Deliverables, Reporting, and Accountability

1. The Committee shall maintain documentation of AI activities, training efforts, and policy recommendations.

2. A brief report on progress and outcomes shall be submitted periodically, and at least annually, to the County Manager.
3. Records of Committee actions shall be maintained for accountability and future reference.
4. The Committee's work and membership shall be reviewed annually to ensure continued relevance.

Section 8. Guiding Principles and Amendments

1. The Committee affirms that all use of AI shall be responsible, ethical, transparent, and aligned with the values of Hardee County BOCC, and consistent with applicable state and federal laws and regulations.
2. These rules may be amended by consensus of the Committee, with the approval of the Assistant County Manager or as otherwise directed by County leadership.

Artificial Intelligence Use Policy

for Hardee County Board of County Commissioners (BOCC)

Purpose

The purpose of this policy is to establish principles for the responsible and ethical use of Artificial Intelligence (AI) within Hardee County Board of County Commissioners (BOCC) operations. This policy affirms the County's commitment to transparency, accountability, and public trust in all applications of AI, while ensuring alignment with County values and compliance with applicable laws and regulations.

Scope

This policy applies to all departments, employees, contractors, and authorized users of AI tools or services on behalf of the County. It governs the use of AI technologies in county operations and complements, but does not replace, existing policies such as the Acceptable Use Policy and the Cybersecurity Incident Reporting Policy.

Policy Statement

The County supports the responsible adoption of AI tools that:

- Enhance efficiency, service delivery, and staff support.
- Uphold ethical standards and safeguard resident trust.
- Operate in compliance with applicable local, state, and federal regulations.
- Align with the mission, values, and priorities of Hardee County Government.

The use of AI must be transparent, accountable, and consistent with County policies on cybersecurity, data protection, and acceptable use. Personal AI accounts or unapproved platforms may not be used to process, analyze, or store County data.

Governance and Oversight

The AI Steering Committee, established by County leadership, serves as the oversight body for AI use in County operations. The Committee is responsible for reviewing proposed AI applications, recommending guidelines, monitoring pilot projects, and ensuring that AI is deployed in a manner that is ethical, responsible, and aligned with County priorities.

Departments shall coordinate with the Committee for review and guidance on AI initiatives. The AI Steering Committee shall maintain documentation of AI activities, training efforts, and policy recommendations in accordance with its Operating Rules.

Compliance

All users must comply with this policy and related County policies. Users must also complete required training on the proper and secure use of AI tools, as established in the Acceptable Use Policy. Violations may result in revocation of access, disciplinary action, or legal action as appropriate.

Policy Updates

This policy is subject to periodic review and updates by the AI Steering Committee in coordination with County leadership. Users will be notified of any significant changes.

Effective Date: [May 21st, 2026] **Approved By:** [Terry Atchley, County Manager]

Artificial Intelligence Steering Committee

Hardee County BOCC

Establishment & AI Governance Framework

Background

Directed by County Manager

Formation of AI Committee

Initial meeting: August 22, 2025

Introduce members

Charter Developed

Leadership & Structure

Approved by County Manager

Purpose of Committee



PROVIDE AI OVERSIGHT AND ACCOUNTABILITY

RECOMMEND POLICIES AND STANDARDS

ENSURE ETHICAL AND TRANSPARENT AI USE

SUPPORT TRAINING AND COLLABORATION



Review	Review AI pilot projects
Identify	Identify expansion opportunities
Promote	Promote best practices
Ensure	Ensure compliance and risk management
Maintain	Maintain documentation

Actions to Date

Cross-department membership established

Chair and Co-Chair appointed

AI consultant engaged

Explored tools (ChatGPT Teams)

Policy development initiated

AI Policy Development

- Draft AI policy created
- Ethics, transparency, accountability
- Applies to all departments
- Ensuring that AI Tools Align with existing policies.
  - Cybersecurity Policies
  - Acceptable Use
  - Adding to incident reporting and response playbooks
    - Malware
    - Phishing
    - Physical Security
    - Establishing an AI Response Team
- Establishes governance structure



Recommendations

- Acknowledge the establishment of AI Steering Committee as established by the County Manager
- What this does for the County
- Adoption of the Committee Charter establishes the governing framework for AI oversight.
- Establishes County-wide standards for responsible AI implementation through internal Staff Policy.



Conclusion

- Proactively supports responsible AI adoption and use
- Maintains transparency for alignment with public expectations
- Positions County for future innovation
  - Enhance efficiency
  - Supports staff
  - Maintains transparency and accountability
  - Establishes Public Trust



Questions ?

Prepared by:
Bobby Keene, Chair
Artificial Intelligence Steering Committee

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Emergency Management
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lane Schneider, Emergency Management Director** - Interlocal Agreement with CFRPC for Small Quantity Generators of Hazardous Waste Assessment

SUGGESTED ACTION:

- Motion to approve the interlocal agreement between the County and the Central Florida Regional Planning Council to perform the Small Quantity Generators of Hazardous Waste Assessment in the amount of $36,225; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

2026-04-16, Memo - Approval of CFRPC ILA SQG Agreement.pdf
CFRPC - Hardee ILA SQG 3-21-26 draft.docx

Hardee County FLORIDA

Emergency Management

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

Casey Dasher, Public Safety Director

From: Lane Schneider, Emergency Management Director

Subject: Approval of Interlocal Agreement with Central Florida Regional Planning Council for Small Quantity Generator Hazardous Waste Assessment

Date: April 16th, 2026

This memorandum requests Board approval of an Interlocal Agreement between Hardee County and the Central Florida Regional Planning Council (CFRPC) for the completion of the County's Small Quantity Generator (SQG) Hazardous Waste Assessment and compliance program.

Sections 403.7225 and 403.7234, Florida Statutes, require local governments to conduct hazardous waste assessments and implement a Small Quantity Generator notification and verification program. Hardee County utilizes the Central Florida Regional Planning Council to perform these required services, including inspections, data collection, and reporting to the Florida Department of Environmental Protection (FDEP).

The purpose of this agreement is to authorize CFRPC to conduct annual hazardous waste assessments within Hardee County. This includes identifying and inspecting small quantity generators, verifying compliance with hazardous waste regulations, and submitting required reports to FDEP.

The agreement establishes an initial term through August 31, 2028, with the option for annual renewals through August 31, 2030, upon mutual agreement of both parties. The contract is structured as a fixed-fee agreement in the amount of $12,075 annually for three years, for a total of $36,225. Optional renewal years will be negotiated if exercised. Payment is made annually upon completion of the required deliverables, which are due to FDEP by June 30 each year.

INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

Hardee County, a political subdivision of the State of Florida (COUNTY)

This Interlocal Agreement ("Agreement"), entered into this _____ day of _____, 2026, pursuant to and in compliance with the "Florida Interlocal Cooperation Act of 1969," Section 163.01, Florida Statutes (referred to herein as "the Act"), by the Central Florida Regional Planning Council (referred to herein as the "COUNCIL"), a Florida state agency existing and operating pursuant to the "Florida Regional Planning Council Act," Sections 186.501-186.513, Florida Statutes, and DeSoto County, a political subdivision of the State of Florida, (referred to herein as the "COUNTY"). The COUNCIL and the COUNTY shall collectively be referred to herein as "PARTIES".

BACKGROUND

The COUNTY desires to engage the COUNCIL to provide all work and professional planning services (collectively, the "Services") necessary to deliver the Small Quantity Generators of Hazardous Waste Assessment. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such Services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY contracts with the COUNCIL to provide the Services described and required under this Agreement.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fixed fee of $12,075.00 (twelve thousand and seventy-five dollars) annually for a period of three years with a three-year total of $36,225.00. With the option of automatically renewing annually, with a fee to be negotiated, until August 31, 2030, as agreed by both parties. Payment shall be made each year in one (1) installment upon completion of the SQG assessment to correspond with the required deliverables to the Florida Division of Environmental

Protection due by June 30 each year for a total of five years. The fixed fee invoice will be payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

Deliverable	Deliverable Date	Deliverable Cost
1	June 30, 2026	$ 12,075.00
2	June 30, 2027	$ 12,075.00
3	June 30, 2028	$ 12,075.00
Optional 4	June 30, 2029	To be negotiated
Optional 5	June 30, 2030	To be negotiated

All fees and payments for Services in addition to those stated in the Scope of Work shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be completed annually by June 30, and this Agreement will terminate on August 31, 2028. With the option of automatically renewing annually until August 31, 20230, as agreed by both parties.

V. MODIFICATION OF AGREEMENT

A. Either Party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds payable under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. To be effective any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. Either Party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. In the event the Agreement is terminated COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an

amount in excess of the cost of each Deliverable as stated in Section III above. Upon receipt of the termination payment, the COUNCIL shall deliver all work products to the COUNTY as stated in Section X.

VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. This Agreement shall be governed in all respect by the laws of the State of Florida and any legal action by either party against the other concerning this Agreement shall be filed in Polk County, Florida, which shall be deemed proper jurisdiction and venue for the action.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.

B. The COUNCIL shall continuously staff the work necessary to perform the Services with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request by the COUNCIL, and to the extent permitted by all applicable laws, rules, and regulations, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all works products shall become the property of the COUNTY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. NOTICE AND CONTACT

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

A. The representative of the COUNTY responsible for the administration of this Agreement is:

Mr. Lane Schneider
Emergency Management Director
Hardee County Emergency Management
404 W. Orange Street
Wauchula, FL 33873
Phone: 863-773-7028
E-Mail: lane.schneider@hardeecountyfl.gov

B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury
Executive Director
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830
Phone: (863) 534-7130, ext. 178
Fax: (863) 534-7138
E-Mail: jcodosalisbury@cfrpc.org

C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

XIII. TERMS AND CONDITIONS

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. PUBLIC RECORDS

A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

a. keep and maintain public records required by COUNTY to perform the services required under this Agreement;

b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and

d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

B. **IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT COORDINATOR
HARDEE COUNTY
412 W. ORANGE ST, ROOM 103
WAUCHULA, FL 33873
TELEPHONE: (863) 773-9430
EMAIL: BCC@HARDEECOUNTY.NET

XV. **EFFECTIVE DATE**.

The "Effective Date" of this Agreement will be the date a fully executed counterpart is filed with the Clerk of the Circuit Court of Hardee County, Florida, in accordance with Section 163.01, Florida Statutes. The COUNTY will be responsible for filing the counterparts with the Clerk and for any costs related thereto.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the respective dates under each Party's signature.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury, Executive Director

Date: _____

_____
Witness Signature

_____
Witness Printed Name

_____
CFRPC Attorney

HARDEE COUNTY,
a political subdivision of the State of Florida

_____
Noey A. Flores, Chair

Date: _____

ATTEST: Victoria L Rogers
Clerk of the Circuit Court and County Comptroller

_____
Clerk

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

ATTACHMENT A
SCOPE OF WORK

BACKGROUND

Sections 403.7225 and 403.7234, Florida Statutes (F.S.) establish the Local Hazardous Waste Assessments and the Small Quantity Generator Notification and Verification Program. A small quantity generator is defined in the Code of Federal Regulations (40 CFR Part 260.10) as a generator that produces less than 1,000 kilograms (or approximately 2,200 pounds) of hazardous waste in any calendar month. The Florida Department of Environmental Protection (FDEP) adopts hazardous waste regulations from the CFR in Chapter 62-730, Florida Administrative Code (F.A.C.)

The purposes of the Assessment, Notification and Verification Program are:

- To inform potential small quantity generators of their legal responsibilities regarding management of hazardous waste; and
- To obtain information from the generator concerning the quantity and types of hazardous waste generated annually and the practices used to manage those wastes.

TASK WORK

The CFRPC shall verify the hazardous waste management practices of all potential and known Small Quantity Generators in the County. New potential generators of hazardous waste could be identified by different methods. These include, but not limited to:

- Actual visual identification during verification activities in the County;
- Lists of potential generators of hazardous waste as provided by the Florida Department of Environmental Protection (FDEP); and/or
- Other appropriate sources.

The CFRPC will verify onsite inspections, and the waste management practices of approximately twenty percent (20%) of the facilities identified on the assessment roll for the County maintained by the Florida Department of Environmental Protection. During the inspections the following information will be verified including but not limited to product container usage and disposal, the presence of apparent contamination, and improper storage and disposal of hazardous materials. Record keeping may be checked to see if it meets the requirements of law. Verification information is required to be submitted to the FDEP annually by June 30.

At the time of inspection, if CFRPC staff identifies the facility is not in compliance with the law, staff will refrain from further insistence of compliance activities and forward a non-compliant report to the County for further action to be taken by the County through their Code Enforcement (or other identified) process and/or to have the County coordinate with the local municipality if the facility is within their jurisdiction. If needed, the County will coordinate with the FDEP staff to conduct a site visit to the facility. CFRPC will provide support and guidance to the County and/or City to assist them with the non-compliant reporting process as needed.

DELIVERABLES

Submission to FDEP:

- The CFRPC will provide the updated data on small quantity generators to the FDEP in an approved format by FDEP, no later than June 30 each year of this contract.
- The CFRPC will provide a copy of the submission to FDEP upon completion of the work.

Submission to the County:

- The CFRPC will provide the updated facility assessment findings pulled from FDEP's portal.
- The CFRPC will also provide a letter to explain the work completed within the fiscal year.
- The CFRPC will provide an email at the conclusion of the annual inspections to include the invoice for the work completed, letter of work completed, and the updated facility assessments.

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Emergency Management
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lane Schneider, Emergency Management Director** - MOA with FDEM for Transfer of Equipment (boat & boat trailer)
SUGGESTED ACTION:	- Motion to approve the Memorandum of Agreement between the Florida Division of Emergency Management and the County for the transfer of a 1548 Yamaha G3 3-person flat bottom boat with Yamaha 1548 boat trailer; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Memo - Approval of FDEM Boat Agreement.docx
MOATransferofBoat_BoatTrailer_Hardee.pdf

Hardee County FLORIDA

Emergency Management

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager
Casey Dasher, Public Safety Director

From: Lane Schneider, Emergency Management Director

Subject: Approval of Memorandum of Agreement with Florida Division of Emergency Management for Equipment Transfer

Date: April 17th, 2026

This memorandum requests Board approval of a Memorandum of Agreement (MOA) between Hardee County and the Florida Division of Emergency Management (FDEM) for the transfer of emergency response equipment to the County.

The purpose of this agreement is to formally transfer ownership and possession of a vessel and trailer from FDEM to Hardee County for use in emergency operations. This transfer allows the County to enhance its response capabilities, particularly in water-related incidents and disaster response activities.

Under the terms of the agreement, the equipment will be transferred in “as-is” condition, and Hardee County will assume full responsibility for all maintenance, repair, and operational costs upon execution of the agreement. Additionally, the County agrees to make the equipment available for deployment at the request of FDEM and to utilize the equipment in accordance with best practices.

The agreement does not include any upfront cost for the transfer of the equipment; however, the County will be responsible for any ongoing costs associated with ownership, including maintenance and repairs.

Attachments: Figure 1. Yamaha G3 1548 Boat in FDEM Storage



Figure 1. Yamaha G3 1548 Boat in FDEM Storage

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND HAMILTON COUNTY FOR THE TRANSFER OF EQUIPMENT

This Memorandum of Agreement ("Agreement"), effective as of the date of the last signature below ("Effective Date"), is between the STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ("FDEM") and HARDEE COUNTY ("County") to transfer ownership and possession of the EQUIPMENT ("Equipment") delineated in the attached Appendix ("Appendix") from the FDEM to the County.

WHEREAS, the FDEM and the County must enter into this Agreement to transfer ownership and possession of this Equipment; and

NOW THEREFORE, comes the FDEM and the County, referred herein individually as "Party" and collectively as "Parties", to set forth the terms and conditions of this Agreement.

I) PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of ownership and possession of the Equipment from the FDEM to the County. This Agreement shall be finalized upon the Effective Date of the last signature.

II) EQUIPMENT TRANSFERRED

The FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to the County.

III) COUNTY'S RESPONSIBILITIES

a. The FDEM shall deliver the Equipment in "as-is" condition, and the County shall accept the Equipment in such condition.

b. The County expressly agrees to be fully responsible for the maintenance, repair, and any other costs associated with the Equipment upon the Effective Date of this Agreement. Upon the Effective Date of this Agreement, the FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.

c. The County will have the Equipment readily available for deployment when requested by the FDEM and shall be deployed using best practices.

IV) WARRANTY AND LIMITATION OF LIABILITY

THE FDEM MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PARTICULAR RESULT.

In no event shall the FDEM be liable to the County for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

V) INDEMNIFICATION

The County agrees to indemnify, defend, and hold the FDEM harmless, from any and all liabilities, demands, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising from any third-party suits or claims to the extent based upon or resulting from the County's use of the Equipment provided pursuant to this Agreement.

VI) COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement. Each Party is responsible for its own compliance with this Agreement.

VII) MISCELLANEOUS

a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.

b. The Parties agree that nothing in this Agreement serves to create an employer-employee and/or an agency relationship between the FDEM and the County.

c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.

d. Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.

e. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.

f. This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

h. This Agreement, upon the Effective Date, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the terms and conditions of this Agreement are accepted by both Parties.

HARDEE COUNTY	**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**
By: _____	By: _____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

APPENDIX

EQUIPMENT TO BE TRANSFERRED TO HARDEE COUNTY

Make/Model/Description	Serial Number/VIN
1548 Yamaha G3 3-person flat bottom boat w/Yamaha 1548 boat trailer	Boat Vin # GEN93304D424 Trailer Vin # 1M5BB1818S1E54596

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Casey Dasher, Public Safety Director** - Hardee County Fire Rescue Strategic Plan ILA with CFRPC

SUGGESTED ACTION:

- Motion to approve the Interlocal Agreement between the County and the Central Florida Regional Planning Council for the Hardee County Fire Rescue Five Year Strategic Plan in the amount of $15,000; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Memo_ILA with CFRPC_FR Strategic plan.pdf
ILA CFRPC-Hardee County Fire Strategic Plan 3-21-26 Final.docx

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
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Casey Dasher, Fire Chief / Public Safety Director

Subject: ILA with CFRPC, Fire Rescue Strategic Plan

Date: May 14, 2026

Hardee County Fire Rescue is requesting approval of the attached Interlocal Agreement between Hardee County and the Central Florida Regional Planning Council (CFRPC) for professional planning services related to the development of the Hardee County Fire Rescue Five-Year Strategic Plan.

The agreement is being executed pursuant to Section 163.01, Florida Statutes, and will allow CFRPC to assist with the strategic planning process through stakeholder engagement, workshops, surveys, and development of the final strategic plan document.

Funding for this project has been included as a budgeted item within the FY26 Fire Rescue budget. The strategic plan will assist in establishing long-term organizational priorities, operational goals, and planning initiatives to guide the department over the next five years.

INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

Hardee County, a political subdivision of the State of Florida (COUNTY)

This Interlocal Agreement ("Agreement"), entered into as of the Effective Date as set forth below, pursuant to and in compliance with the "Florida Interlocal Cooperation Act of 1969," Section 163.01, Florida Statutes (referred to herein as "the Act"), by the Central Florida Regional Planning Council (referred to herein as the "COUNCIL"), a Florida state agency existing and operating pursuant to the "Florida Regional Planning Council Act," Sections 186.501-186.513, Florida Statutes, and Hardee County, a political subdivision of the State of Florida, (referred to herein as the "COUNTY"). The COUNCIL and the COUNTY shall collectively be referred to herein as "PARTIES".

BACKGROUND

The COUNTY desires to engage the COUNCIL to provide all work and professional planning services (collectively, the "Services") necessary to deliver the Hardee County Fire Rescue Five-Year Strategic Plan. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such Services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY contracts with the COUNCIL to provide the Services described and required under this Agreement.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fixed fee of **$15,000.00** (**fifteen thousand and zero dollars**). Payment shall be made in three (3) installments as listed below payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

Payment 1	Upon Execution of Agreement	$3,000.00
Payment 2	Upon Completion of Tasks 1 through 3 by August 31, 2026	$7,000.00
Payment 3	Upon Completion of Tasks 4 through 6 by October 31, 2026	$5,000.00

All fees and payments for Services in addition to those stated in the Scope of Work shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be completed by October 31, 2026.

V. MODIFICATION OF AGREEMENT

A. Either Party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds payable under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. To be effective any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. Either Party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. In the event the Agreement is terminated COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an amount in excess of the cost of each Deliverable as stated in Section III above. Upon receipt of the termination payment, the COUNCIL shall deliver all work products to the COUNTY as stated in Section X.

VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. This Agreement shall be governed in all respect by the laws of the State of Florida and any legal action by either party against the other concerning this Agreement shall be filed in Hardee County, Florida, which shall be deemed proper jurisdiction and venue for the action.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.

B. The COUNCIL shall continuously staff the work necessary to perform the Services with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request by the COUNCIL, and to the extent permitted by all applicable laws, rules, and regulations, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all works products shall become the property of the COUNTY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. NOTICE AND CONTACT

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

A. The representative of the COUNTY responsible for the administration of this Agreement is:

Mr. Casey Dasher
Public Safety Director
Hardee County Public Safety Department
149 K.D. Revell Road
Wauchula, FL 33873
Phone: 863-773-4362
E-Mail: casey.dasher@hardeecountyfl.gov

B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury
Executive Director
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830
Phone: (863) 534-7130, ext. 178
Fax: (863) 534-7138
E-Mail: jcodosalisbury@cfrpc.org

C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

XIII. TERMS AND CONDITIONS

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. PUBLIC RECORDS

A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

a. keep and maintain public records required by COUNTY to perform the services required under this Agreement;

b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and

d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public

Records, in a format that is compatible with the information technology systems of COUNTY.

B. **IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT COORDINATOR
HARDEE COUNTY
412 W. ORANGE STREET, ROOM 103
WAUCHULA, FL 33873
TELEPHONE: (863) 773-9430
EMAIL: BCC@HARDEECOUNTYFL.GOV

XV. **EFFECTIVE DATE**.

The "Effective Date" of this Agreement will be the date a fully executed counterpart is filed with the Clerk of the Circuit Court of Hardee County, Florida, in accordance with Section 163.01, Florida Statutes. The COUNTY will be responsible for filing the counterparts with the Clerk and for any costs related thereto.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the respective dates under each Party's signature.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury, Executive Director

Date: _____

_____
Witness Signature

_____
Witness Printed Name

_____
CFRPC Attorney

HARDEE COUNTY,
a political subdivision of the State of Florida

_____
Noey A. Flores, Chair

Date: _____

ATTEST: Victoria L. Rogers
Clerk of the Circuit Court and County Comptroller

_____
Clerk

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

ATTACHMENT A

SCOPE OF WORK

Council Responsibilities

The COUNCIL shall provide professional planning services to prepare the Hardee County Fire Rescue Five-Year Strategic Plan. This strategic plan is a roadmap to help guide the department's growth, priorities, and decision-making over the next five years.

The COUNCIL shall work with the Hardee County Fire Rescue Department and related stakeholders to create the Hardee County Fire Rescue Five-Year Strategic Plan, by doing the following:

Task 1 – Project Kick-off Meeting

Conduct a project kick-off meeting to provide a project overview and solicit input from meeting attendees regarding the five-year Fire Rescue Strategic Plan. Hardee County Fire Rescue will invite the necessary participants who will be involved throughout the entire process. CFRPC will prepare a meeting agenda, sign-in sheets, and presentation materials as needed.

Task 2 – Community Survey and Workshop

CFRPC will work with Hardee County Fire Rescue to create a community survey that will be distributed by Hardee County to gather input from community members. CFRPC will conduct one (1) community workshop. CFRPC will create flyers/social media graphics to be used for inviting the public to the workshop. CFRPC will prepare materials as needed (agenda, sign-in sheets, presentation materials) for the meeting. CFRPC will gather and analyze the survey data to be incorporated into the Strategic Plan.

Task 3 – Internal Fire Rescue Survey and Workshop

CFRPC will work with Hardee County Fire Rescue to create an internal, anonymous Fire Rescue online survey. Hardee County Fire Rescue will distribute the online survey. CFRPC will gather and analyze the survey data to be incorporated into the Strategic Plan. CFRPC will conduct three (3) internal Hardee County Fire Rescue workshops to gather input for the Strategic Plan. CFRPC will prepare the materials as needed (agendas, sign-in sheets, presentation materials) for the workshops.

Task 4 – External Stakeholder Workshop

CFRPC will conduct one (1) External Stakeholder Workshop and prepare the materials as needed (agenda, sign-in sheet, presentation materials). Hardee County Fire Rescue will invite the stakeholders to the meeting. CFRPC will gather and analyze the survey data to be incorporated into the Strategic Plan.

Task 5 – Preliminary Draft Review Meeting

CFRPC shall conduct a "preliminary draft review meeting" to present the preliminary draft of the

2026 Strategic Plan and solicit input regarding edits and updates. Hardee County Fire Rescue will invite appropriate stakeholders to this meeting.

Task 6 – Final Draft

CFRPC shall submit the final draft of the 2026 Strategic Plan based on comments from the Preliminary Draft Review Meeting.

County Responsibilities

The COUNTY shall work with the CFRPC and related stakeholders, by doing the following:

- Provide meeting invitations to related stakeholders for the identified meetings and workshops;
- Provide the surveys to related stakeholders as mentioned in this scope of work;
- Coordinate with the related stakeholders to provide agency-specific information to the Strategic Plan;
- Review materials for all meetings, workshops, and surveys; and
- Attend and participate in the project teams meetings as mentioned in this scope of work.

DELIVERABLES

Task Description	Deliverables	Due Date
Task 1 – Project Kick-off Meeting 1. The Central Florida Regional Planning Council (CFRPC) shall conduct a project kick-off meeting with Hardee County Fire Rescue. 2. Hardee County Fire Rescue will invite necessary participants who will be involved throughout the entire process to the kick-off meeting. CFRPC will prepare all meeting materials (sign-in sheet, agenda, presentation if needed)	Meeting agenda, sign-in sheets, and meeting presentation materials.	5/1/2026
Task 2 – Community Survey and Workshop 1. CFRPC will work with Hardee County Fire Rescue to create an online community survey to be distributed by Hardee County Fire Rescue to gather input for the Strategic Plan. 2. CFRPC will conduct one community workshop to gather input and information for the Strategic Plan. CFRPC will create flyers/social media graphics to be used for inviting the public to the workshop. CFRPC will prepare all materials for the meeting (sign-in sheet, agenda, presentation, notes from workshop)	Meeting agenda, sign-in sheets, presentation materials, notes from workshop as well as Flyers/social media graphics to be used for inviting the public to the workshop.	6/30/2026
Task 3 – Internal Fire Rescue Survey and Workshop 1. CFRPC will work with Hardee County Fire Rescue to create an anonymous online internal survey to be distributed by Hardee County Fire Rescue to gather input for the Strategic Plan. 2. CFRPC shall conduct three (3) Fire Rescue Workshops to gather input for the Strategic Plan. CFRPC will prepare all materials for the workshops (sign-in sheet, agenda, presentation, notes from workshop)	Meeting agendas, sign-in sheets, meeting presentation materials, notes from workshops.	8/31/2026

Task 4 – External Stakeholder Workshop 1. CFRPC shall conduct one (1) external stakeholder workshop and prepare the materials needed for the workshop (agenda, sign-in sheet, presentation materials, notes from the workshop). 2. Hardee County Fire Rescue will invite stakeholders to the workshop.	Meeting agenda, sign-in sheets, meeting presentation materials, notes from workshop.	9/18/2026
Task 5 – Preliminary Draft Review Meeting 1. CFRPC will conduct a "preliminary draft review meeting" to present the preliminary draft of the 2026 Strategic Plan. CFRPC will prepare the materials needed for the meeting (agenda, sign-in sheet, presentation materials) 2. Hardee County Fire Rescue shall invite appropriate stakeholders to the "preliminary draft review meeting."	Meeting agenda, sign-in sheet, meeting presentation materials	10/9/2026
Task 6 – Final Draft 1. CFRPC will submit a final draft of the 2026 Strategic Plan.	Final 2026 Strategic Plan	10/30/2026

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager** - Center Hill Bridge Change Order 1&2

SUGGESTED ACTION:

- Motion to approve Change Order 1 & 2 between the County and Chastain-Skillman, Inc. for the Center Hill Road Bridge/Culvert in an amount not to exceed $13,116.80; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Agenda Memo_Change Orders #1 & #2_Center Hill Bridge Project.pdf
CO#1 with complete supporting docs.pdf
CO#2 with COMPLETE supporting docs.pdf

Hardee County FLORIDA

CAPITAL PROJECTS OFFICE

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: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#443374-1-54-01 Center Hill Bridge Replacement Project - Approval of Change Orders #1 and #2

Date: May 21, 2026

This memorandum is to document and summarize Change Orders #1 and #2 for the Center Hill Bridge Replacement Project.

Change Order #1 involves providing all labor and materials necessary to install one hundred sixty (160) pieces of #5 dowels into the existing concrete footers. These dowels were not installed at the time the County initially constructed the concrete footers for the 14-foot diameter pipes. The total cost associated with this additive change order is **$8,080.00**.

Change Order #2 includes minor modifications to the existing footing due to bowing of the forms. This work consists of removing thirty-eight (38) pieces of #5 reinforcing steel and relocating them into the proper position. Additionally, this change order includes cutting approximately 2½ inches off the 14-foot diameter pipes on the east side to ensure proper alignment with the headwall. The total cost associated with this additive change order is **$5,036.80**

These changes are necessary to ensure structural integrity and proper alignment of the project components. Both additive change orders have been approved by the county and FDOT and is now completed to avoid project delay and costly demobilization. This will increase the contract price from $1,467,320.80 to $ 1,480,437.60. The additional cost of these minor change orders will be charged towards the remaining FDOT allocated CIGP funds and has NO impact with the county's budget.

Staff recommends Board ratification of the completed change orders #1 and 2 for the Center Hill Bridge Replacement Project. To avoid potential delay of this project, for change orders less than $25,000, we are requesting approval in advance by the County Manager and all change orders with a value of $25,000 or more shall be approved in advance by the Board of County Commissioners as long as they are within the remaining FDOT funds.

SECTION 00 63 63
CHANGE ORDER

Change Order No. 01

Date of Issuance:		Effective Date:	
Owner:	Hardee County Board of Commissioners	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Chastain-Skillman, Inc.	Engineer's Project No.:	9989.04
Project:	Center Hill Rd. Bridge/Culvert	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: Provide Labor & Materiel to install 160 - #5 dowels in existing concrete footer

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,467,320.80	Original Contract Times: Substantial Completion: Aug. 3, 2026 Ready for Final Payment: Sept. 2, 2026 days or dates
[Increase] [Decrease] from previously approved Change Orders No.___to No.____: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No.___to No.____: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,467,320.80	Contract Times prior to this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
[Increase] [Decrease] of this Change Order: $ 8,080.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: $ 1,475,400.80	Contract Times with all approved Change Orders: Substantial Completion: Aug. 3, 2026 Ready for Final Payment: Sept. 2, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner	Contractor (Authorized
Title: _____	Title: _____	Title: VP
Date: _____	Date: _____	Date: 1-21-26

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

E.O. KOCH
CONSTRUCTION

PO Box 1965
Sebring, FL 33870

863-385-8649
admin@eokoch.com

01/21/26

Change Order Request
Center-Hill Road

Provide Labor & Material to install 160 - #5 dowels in the existing concrete footer.

Material, Labor, & Installation	$8,000.00
Sub-Total	$8,000.00
Bond	$80.00
Total	$8,080.00

Sincerely,

Aaron Nadaskay, Vice President

Approved by: _____

Date: 1-21-26

Center Hill Rd. Bridge/Culvert – Change Order No. 01

	Base/Cost	Hours/QNTY	Subtotal	OH@P	Totals
Materials	$1,492.87	1	$1,492.87	$298.57	$1,791.44
Labor	$78.91	24	$1,893.90	$0.00	$1,893.90
Equipment	$4,314.66	1	$4,314.66	$0.00	$4,314.66
Bond	$80.00	1	$80.00	$0.00	$80.00
TOTAL (Change Order)	$8,080.00		$0.00	$0.00	$8,080.00
FEMA equipment rates used (2025 schedule):					
8466 Pump, Trash Pump 4" Diesel powered – $27.38/hr	$27.38	65			$1,779.70
8542 Loader, Skid Steer (≤105 HP) – $60.67/hr	$60.67	8			$485.36
8281 Excavator, Hydraulic (≤90 HP) – $95.01/hr	95.01	7			$665.07
8392 Loader, Wheel CAT 910 – $64.66/hr	$197.79	7			$1,384.53
					$4,314.66

Jahna CONCRETE, Inc.

103 COUNTY RD 17A W.
AVON PARK, FL 33825
(863)-453-4353 OFFICE
(863)-453-5153 FAX

INVOICE

SOLD TO:

KOCH CONSTRUCTION
E.O. KOCH
P.O. BOX 1965
SEBRING, FL 33871-1965

SHIP TO:

CENTERHILL RD 825
WAUCHULA

CUSTOMER	INVOICE	DATE	TERMS
082600	316007	01/21/2026	10TH OF THE FOLLOWING MONTH

DESCRIPTION	QUANTITY UM	PRICE	AMOUNT
PO#: BRIDGE			
Ticket Number 001-137680	01/21/2026		
NON-BLOCK PRODUCT	1.00 LB	0.00	0.00
#5 X 20' REBAR	8.00 EA	13.60	108.80
#5 X 18" REBAR	160.00 EA	2.04	326.40
DELIVERY FEE $60	1.00 LD	60.00	60.00
ULTRABOND II 22 OZ. TUBE	12.00 EA	75.00	900.00
TOTAL TONS:	1.00		
JOB TAX			97.67
JOB TOTAL			1492.87

IF PAYMENT IS MADE BY 02/10/2026, DISCOUNT FOR INVOICE IS 41.85.

ENTERED

TAXABLE AMOUNT	1,395.20
EXEMPT AMOUNT	0.00
SALES TAX	97.67
INVOICE TOTAL	1,492.87

SECTION 00 63 63
CHANGE ORDER

Change Order No. 02

Date of Issuance:		Effective Date:	
Owner:	Hardee County Board of Commissioners	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Chastain-Skillman, Inc.	Engineer's Project No.:	9989.04
Project:	Center Hill Rd. Bridge/Culvert	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

1. The work of this Change Order shall include minor modification to the existing footing, due to bowing of the forms, by removing 38 pieces of #5 rebar and relocating into proper location.
2. This Change Order shall also include cutting approximately 2 ½ " off of the 15 ft. diameter pipes, on the east side, for proper alignment with the headwall.

Total Amount of this Change Order = $5,036.80 (See Attached Submittal from E.O. Koch Const.)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,467,320.80	Original Contract Times: Substantial Completion: August 3, 2026 Ready for Final Payment: September, 2, 2026 days or dates
[Increase] from previously approved Change Orders No. 1 to No. 1 : $ 8,080.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 : Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,475,400.80	Contract Times prior to this Change Order: Substantial Completion: August 3, 2026 Ready for Final Payment: September 2, 2026 days or dates
[Increase] [Decrease] of this Change Order: $ 5,036.80	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: $ 1,480,437.60	Contract Times with all approved Change Orders: Substantial Completion: August 3, 2026 Ready for Final Payment: September 2, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner	Contractor (Authorized
Title: Engineer of Record	Title: _____	Title _____
Date: March 30, 2026	Date: _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

E.O. KOCH CONSTRUCTION
1417 Swank Ave.
Sebring, FL 33870
863-385-8649 email: admin@eokoch.com

Change Order #2 Breakdown

	Base/Cost	Hours/QNTY	Totals	
Materials	$786.00	1	**$786.00**	FPN 443374 1 54 01 - Change Order # 2 766.98 for materials and $19.02 Contractor Markup=$786.00
Labor	$78.90	32.75	$2,583.98	1 superintendant hour at $121.13. 2 laborers worked a total of 31 hours and 45 minutes of work at $77.57 per hour
Equipment	$1,616.88	1	$1,616.88	Detailed Below
Labor + Equipment		1	**$4,200.86**	
Bond	$49.94	1	$49.94	
TOTAL (Change Order)			$5,036.80	
FEMA equipment rates used (2025 schedule):				
8466 Pump, Trash Pump 4" Diesel powered – $27.38/hr	$27.38	18	$492.84	
8542 Loader, Skid Steer (≤105 HP) – $60.67/hr	$60.67	8	$485.36	
8281 Excavator, Hydraulic (≤90 HP) – $95.01/hr	95.01	4	$380.04	
8392 Loader, Wheel CAT 910 – $64.66/hr	$64.66	4	$258.64	

AGENDA ITEM NO. 11.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager** - Resolution 2026-31 - RFQ 26-002 A&E Services for HCSO

SUGGESTED ACTION:

- Motion to approve Resolution 2026-31, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to Request for Qualifications 26-002, professional architectural and engineering services for the Hardee County Jail and Multi-Purpose Government Facility; and authorizing the County Manager to enter into negotiations with the top-ranked firm and if unable to negotiate a fair, competitive and reasonable agreement to negotiate with the next highest ranked firm; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda MEMO_Prof. A&E Services RFQ 26-002_Rank & Award.docx
Reso# 2026-31_Prof. A&E Services RFQ 26-002 _Rank and Award.docx
RFQ 26-002 - Bid Document.pdf
26-002 Final Oral Ranking.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: RFQ 26-002- Professional Architectural and Engineering Services for the Hardee County Jail and Multi-Purpose Government Facility

On December 18, 2025, Hardee County issued Request for Qualifications No. 26-002 seeking proposals from qualified firms to provide Professional Architectural and Engineering (A&E) Services for the Hardee County Jail and Multi-Purpose Government Facility.

On February 27, 2026, a total of seven (7) responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed three shortlisted firms after the Evaluation Committee Meeting was held on March 25, 2026, at the Capital Projects Conference Room. These firms were ranked after oral presentations were conducted for the top three firms on April 13, 2026, at the Hardee County Ag Training Center:

1) The Lunz Group (467 pts.)
2) Securitecture (459 pts.)
3) HOK (455 pts.)

The Selection/Technical Review Committee members were designated by the County Manager and comprise of the following representatives:

- John Eason (City of Wauchula, Deputy City Manager)
- Sheriff Vent Crawford (HCSO)
- Col. James Roberts (HCSO)
- Guadalupe Flores (Office Manager, Hardee County Building Department)
- Jamie Roelle (Facilities Manager, Hardee County Facilities Department)

Attached to this memo are the individual and over-all ranking sheets developed during the March 25, 2026, Evaluation Committee Meeting and followed up with Oral Presentations for the top three (3) firms on April 13, 2026.

Staff recommend Board approval of the ranking and authorize the County Manager to negotiate an agreement with the top-ranked firm and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm until negotiations are successful. Upon successful negotiations, the County Manager will present an agreement for the Board's consideration.

RESOLUTION NO. 2026-31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE RANKING OF PROPOSALS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 26-002 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HARDEE COUNTY JAIL AND MULTI PURPOSE GOVERNMENT FACILITY AND AUTHORIZING THE COUNTY MANAGER TO ENTER INTO NEGOTATIONS WITH THE TOP-RANKED FIRM AND IF UNABLE TO NEGOTIATE A FAIR, COMPETITIVE AND REASONABLE AGREEMENT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 18, 2025, Hardee County (the "County") issued Request for Qualifications No. 26-002 (the "RFQ") seeking proposals from qualified firms to provide Professional Architectural and Engineering Services for the Hardee County Jail and Multi-Purpose Government Facility (the "Services"); and

WHEREAS, seven (7) responsive proposals were received by the RFQ deadline and after review and evaluation of the proposals submitted, the Technical Review Committee ("TRC") developed three (3) shortlisted firms and ranked these firms as follows:

The Lunz Group, as first, and Securitecture, as second and HOK, as third; and

WHEREAS, the Board of County Commissioners (the "Board") desires to approve the ranking and authorize the County Manager to negotiate a professional services agreement with the top-ranked firm, The Lunz Group, and if, unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm; and

WHEREAS, upon successful negotiations with a qualified firm, the County Manager will present an agreement for the Board's consideration; and

WHEREAS, the Board finds that it would be in the best interests of the County to approve the ranking of the proposals and authorizes the County Manager to enter into negotiations with the top-ranked firm, and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm.

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

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

Section 2. **Approval.** That the Board hereby approves the following ranking of the consultants:

1. The Lunz Group

2. Securitecture

3. HOK

Section 3. **Authorization.** That the Board hereby authorizes the County Manager to negotiate an agreement with the top-ranked firm and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm until negotiations are successful.

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

APPROVED AND ADOPTED this 21st day of May, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Noey A. Flores
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

HARDEE COUNTY
PUBLIC WORKS DIVISION
205 Hanchey Road
Wauchula, FL 33873

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS (RFQ) FOR "PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HARDEE COUNTY JAIL FACILITY AND MULTIPURPOSE GOVERNMENT FACILITY"

RFQ NO. 26-002

Deadline for Submittal and Opening Date/Time:
February 27, 2026 @ 2:00 P.M.

Submit To: Colton English, Procurement Manager
Procurement Department
205 Hanchey Road
Wauchula, FL 33873

Date published: 12-18-2025 RFQ No. 26-002

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SECTION 1. INTRODUCTION

Hardee County, Florida (hereinafter the "County") has issued a Request for Qualifications ("RFQ") for qualified firms to submit proposals for Professional Architectural and Engineering Services for the Hardee County Jail Facility and Multipurpose Government Facility.

Firms submitting proposals must have proven expertise and experience in architectural and engineering services. These services shall include, but not be limited to, those contemplated in this RFQ as identified in Section 3 Scope of Services. The retained consultant(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. Firms should provide in-house capability for all the required services.

Any questions or requests for clarifications concerning this RFQ shall be submitted in writing by facsimile or E-mail and directed to Colton English, Interim Procurement Manager, 205 Hanchey Road, Wauchula, FL, 33873; By Fax number 863-773-0322; or E-mail address: colton.english@hardeecountyfl.gov. The following shall be referenced on all correspondence and in the subject section of the email, "Request for Qualifications No. 26-002: Professional Architectural And Engineering Services For The Hardee County Jail Facility And Multipurpose Government Facility." **All questions must be received no later than January 23, 2026, @ 3:00 p.m.** All responses to questions/clarifications, if deemed necessary by the County, will be sent to all prospective Respondents either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline.

COMMUNICATION PROHIBITION.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this solicitation with any member of the Board of County Commissioners of Hardee County, any County employee other than the individual identified as the contact person/s on the cover page and introduction. The prohibition begins with the issuance of the Request for qualifications and ends upon execution of a contract. The prohibition shall be considered lifted during any publicly noticed meetings. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualification from consideration for this solicitation award or execution of a contract.

HARDEE COUNTY

SECTION 2. INFORMATION FOR RESPONDENTS

Pursuant to Request for Qualifications No. 26-002: Professional Architectural and Engineering Services for the Hardee County Jail Facility and Multipurpose Government Facility ("RFQ"), the County is soliciting interested Respondents to submit a proposal relative to the services described herein. Respondents and entities which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFQ is divided into nine (9) sections:

1. Introduction
2. Information for Respondents & Schedule
3. Scope of Services
4. Submittal Requirements
5. Evaluation Criteria & Procedures
6. General Terms and Conditions
7. Special Conditions
8. Forms
9. Draft Services Contract

SCHEDULE OF EVENTS

The schedule of events, relative to this procurement shall be as follows. The County reserves the right to delay or modify the scheduled dates and to provide notice to all Respondents.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ	12-18-25	9:00 a.m.
2	Closing Date for Respondent Questions	01-23-26	3:00 p.m.
3	County Answers to Questions by Respondents	02-13-26	3:00 p.m.
4	Responses Due	02-27-26	2:00 p.m.
5	Evaluation Committee Meeting – Public Works Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	03-25-26	10:00 a.m.
6	*If required:* Oral Presentations by Short Listed Respondents	TBD	TBD
7	County Manager Issues Recommendation to Board of County Commissioners	TBD	TBD
8	BOCC Meeting to Approve Recommendation and Award		TBD

RFQ responses shall be submitted electronically through DemandStar no later than 2:00 p.m. local time on February 27, 2026. A public opening will take place at or after 2:00 p.m. in the County's Capital Projects Department conference room located at 205 Hanchey Road, Wauchula, Florida 33873 on the same date and will also be available online via a TEAMS meeting link (**Meeting ID: 254 199 887 393 25 Passcode: gC78Qb6Z**). A submittal by facsimile or electronic mail (email) will not be accepted. Any response received after February 27, 2026, at 2:00 p.m. local time on said date shall not be accepted under any circumstances. Any uncertainty regarding the time a RFQ response is received will be resolved against the Respondent.

The County reserves the right to reject any or all responses, to waive any or all non-material irregularities and technicalities to re-advertise for RFQs, with or without changes in the scope of work, to award in whole or in part to one or more Respondents or take any other such actions that may be deemed to be in the best interest of County.

This RFQ is available on DemandStar, by email or hardcopy. To request a hard copy, contact:
Colton English, Procurement Manager
Tel. No: 863-773-5014; Email: colton.english@hardeecountyfl.gov

Persons with disabilities requiring reasonable accommodations to participate in any of the above proceedings/event should call (863) 773-5014, no later than seven (7) days prior to the proceeding.

COMMUNICATION PROHIBITION.
Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this solicitation with any member of the Board of County Commissioners of Hardee County, any County employee other than the individual identified as the contact person/s on the cover page and introduction. The prohibition begins with the issuance of the Request for qualifications and ends upon execution of a contract. The prohibition shall be considered lifted during any publicly noticed meetings. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualification from consideration for this solicitation award or execution of a contract.

SECTION 3. SCOPE OF SERVICES

Overview

Hardee County, pursuant to the requirements set forth in the Consultants' Competitive Negotiations Act (CCNA), Section 287.055, Florida Statutes, is seeking to engage a qualified consultant to provide professional architectural and engineering (A&E) services for a new Hardee County Jail Facility and Multipurpose Government Facility.

Anticipated services will consist of various architectural and engineering related tasks typically associated with the design and/or analysis of the project. Services may include, but not be limited to:

1. Project Administration
    a. Disciplines coordination/documents checking
    b. Agency consulting/review approval
    c. Schedule development/monitoring of the work
    d. Evaluation of budget & preliminary estimate of cost of the work
    e. Life-Cycle Cost Analysis
    f. Presentation
    g. Construction management
2. Disciplines coordination/documents checking
    a. Functional relationships/flow diagrams
    b. Existing facilities surveys
    c. Mechanical services
    d. Plumbing Services
    e. Fire Protection Services
    f. Site analysis, selection & development planning
    g. On-site & off-site utility studies
    h. Environmental studies & reports
    i. Zoning processes assistance
3. Schematic Design
4. Design Services (including permitting)
    a. Architectural design/documentation
    b. Structural design/documentation
    c. Mechanical design/documentation
    d. Electrical design/documentation
    e. Plumbing design/documentation
    f. Civil design/documentation
    g. Landscape design/documentation
    h. Interior design/documentation
    i. Material research & specifications
5. Bidding or Negotiating Services
    a. Bidding materials/construction documents
    b. Addenda/responding to bidder inquiries
    c. Bidder inquiries
    a. Bidding/negotiation
    b. Analysis of alternatives/substitutions
6. Contract Administration Services
    a. Submittal services and rejection of defective work
    b. On-site visits/inspections
    c. Full-time on-site project representative

d. Testing & inspection administration
e. Supplemental documentation
f. Record drawings
g. Quotation requests/change orders
h. Furniture & equipment installation administration
i. Interpretations & decisions
j. Project close out

7. Facility Administration Services
   a. Maintenance & operational programming
   b. Startup assistance
   c. Record drawing
   d. Warranty review
   e. Post contract evaluation
8. Individual Studies
   a. Space Needs & Utilization Studies
   b. Code Compliance Studies
   c. Feasibility Studies
   d. Design Standards
   e. Floor Plan Updates and Plans Consolidation
   f. Cost Estimates

SECTION 4. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

All responses must be received by February 27, 2026, at 2:00 p.m. via DemandStar E-bidding upload. All responses must be received by the due date and time. Responses received after the due date and time will not be considered.

All Responses received will be publicly read during an in person and virtual meeting, on the date and at the time specified in the Schedule of Events set forth herein.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Responses be organized in the manner specified. Failure to do so may deem a submitted Response as non-responsive. The following information and documents, as well as the manner and order specified below are required for the Responses. Failure to provide the information as requested may cause the Response to be deemed nonresponsive.

In the event the County has requested hard copies of a proposal, **t**he specifications and all executed Proposal Forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope must be plainly marked identifying the item(s) and the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet e-mail be accepted.

Proposal Format and Preparation

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFQ. **The County reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion, if the proposal fails to include any of the required information or fails to present the information in the specified order.**

(b) Respondents shall submit the proposals via DemandStar E-bidding upload. All responses must be received by the due date and time. Responses received after the due date and time will not be considered. Proposals must be received in the location and before the time and date on the solicitation cover sheet.

(c) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in a PDF document on letter size, 8 ½" by 11" format.

(d) To aid in the timely, effective review of all proposals, it is required that each Respondent closely follow the content requirements provided below.

(e) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a Respondent to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

In addition to other requirements stated in this RFQ, to be eligible to respond, the Respondent shall submit a response that includes all of the following information, appropriately tabbed, in the order provided for below.

TAB A: COVER LETTER, TABLE OF CONTENTS

1. Transmittal Letter and Table of Contents: Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the respondent's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the response remains in effect for three hundred and sixty-five (365) days. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

TAB B: QUALIFICATIONS, EXPERIENCE AND BACKGROUND– (40 POINTS)

1. Evaluation will include an assessment of such items as the history of your company and professional experience as it is related to the requirements within this RFQ.

2. Provide a detailed description of the firm's knowledge, expertise, and capabilities as they relate to each phase outlined in the scope of work.

3. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. References should be for similar or related projects. Note clients who may be contacted.

4. Respondent should demonstrate a working knowledge of the issues and challenges associated with inter-agency coordination, stakeholder and community involvement as it relates to the scope of work.

5. Provide a statement whether the respondent is local, national, or international. Include the company's profile and financial information.

6. Provide a minimum of three (3) references for similar work of **each facility type**. Preference will be given to respondents with government experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Respondent is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

7. If applicable, include evidence as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB C: EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF (30 POINTS)

Staff Qualifications: Present the staffing plan, identify the project manager, key project team members and/or subconsultants. Only include personnel who will be working on the project. Give a brief resume of key persons to be assigned to the project including, but not limited to:

1. Name and title
2. Percentage of time to be assigned full time to this project
3. How many years with this firm
4. How many years with other firms
5. Experience:
6. Types of projects
7. What were the specific project involvements
8. Education
9. Active registration
10. Other experience and qualifications that are relevant to this project

TAB D: APPROACH TO SCOPE OF WORK (30 POINTS)

The respondent should present their approach to delivering the services outlined in the scope of work for the project. Knowledge of the County and outline any past experience working with the County. State your project management plan, firm's interpretation of scope, and method of approach. Define personnel, consultants, and resources, available to meet the requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented.

TAB E: EXCEPTIONS – (NO POINTS)

Exceptions to, or variances from, any portion of this RFQ, including the Statement of Work (Exhibit H), Schedules, Special Provisions (Exhibit D), General Provisions (Exhibit F), the Contract (Exhibit

K) etc., shall not be considered unless the Respondent specifically identifies them in TAB E of its proposal. Exceptions are, however, strongly discouraged and may not be accepted.

TAB F: ATTACHMENTS (NO POINTS)

The responder shall attach all fully completed and executed RFQ Forms for Submittal:

Form 1: Proposal Checklist
Form 2: Company Qualifications Questionnaire
Form 3: Certificate of Authority (Complete one of the two forms as applicable)
Form 3A: Certificate of Authority (for Corporations or Partnerships)
Form 3B: Certificate of Authority (for Individuals)
Form 4: Acknowledgment of Addenda
Form 5: Single Execution Affidavit - General Contracts Affidavit (*contains all affidavits listed below*)

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Anti-Human Trafficking Affidavit
- Drug-Free Workplace Affidavit
- SCOP/SCRAP FDOT

Form 6: Single Execution Affidavits-Federal Aid Affidavit (*contains all affidavits listed below*)

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

Form 7: Dispute Disclosure
Form 8: Key Staff and Proposed Subcontractors
Form 9: Reference Letters
Form 10: IRS Form W-9
Form 11: Proof of Required Insurance
Form 12: Bid Security/Bid Bond (unless waived)
Form 13: Performance Bond/Payment Bond (unless waived)

SECTION 5. EVALUATION CRITERIA & PROCESS

Per Section 287.055, Florida Statutes in determining whether a firm is qualified, the County shall consider such factors as experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, and compliance with the submission requirements. The agency may request, accept, and consider responses for the compensation to be paid under the contract only during competitive negotiations. The scoring of the responses by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the responses received on the basis of the criteria and available points indicated below.

Criteria	Maximum Points
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent, current and projected workloads; volume of work previously awarded to each firm by agency	**40**
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	**30**
Approach and Delivery of Services (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	**30**
	100 POINTS

Identical Tie Proposals
In the event that two or more responses are identical in price, qualifications, experience, and evaluation criteria set forth above, preference will be given to businesses certified as a minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

Evaluation Process

Staff Level Review for Compliance with Minimum Requirements. A member of County Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFQ have been met. The County Manager or designee may reject those responses that do not meet the minimum requirements of the RFQ.

Evaluation Committee Review. The County Manager will appoint an Evaluation Committee to review and evaluate the responsive responses during a virtual public meeting (**Meeting ID: 249 339 080 903 17 Passcode: 5kR6PL3R**). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a response. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the firms. The Committee shall select in order of preference and rank the firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, the criteria set forth above.

Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed Firms for oral presentations before the Evaluation Committee regarding their Response, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 25% in the final scoring and the original Response will be worth 75%. The oral presentations may be performed via a virtual public meeting or may be conducted in person. The County will notify the Firms where the

oral presentations, if any, will be conducted. The Evaluation Committee shall rank the respondents and provide its written recommendations to the County Manager.

Recommendation to Board of County Commissioners. After short-listing of the top three respondents deemed qualified by the Evaluation Committee, the County Manager will present a recommendation to the Board of County Commissioners ("BOCC") with the Evaluation Committee's rankings and

recommendations for consideration by the BOCC and the County Manager's recommendation for award or rejection of all Responses for approval at a BOCC meeting.

BOCC Meeting to Select Consultant(s). The BOCC may select the Consultant(s) that it determines are the most qualified, taking into consideration all aspects of the Consultant's Response and authorize the County Manager to proceed with negotiations and execute a professional services agreement with the selected Consultant. The BOCC shall have the final authority to select the Consultant(s) and award the Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant (s) by the BOCC, the County Manager or designee(s) shall negotiate a Consultant Services Agreement in the form attached hereto as Exhibit "A" in accordance with Section 287.055, Florida Statutes, with the selected Consultant(s) at compensation that the County Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of an agreement shall be subject to approval by the County Attorney as to form, content, and legal sufficiency. Should the County Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the County Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The County Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

BOCC Meeting to Approve Consultant Services Agreement(s) with Consultant(s).
Upon reaching mutually agreeable terms with the selected Consultant(s), the Consultant Services Agreement(s) for the selected Consultant shall be executed, subject to approval by the BOCC. The County reserves the right to reject any or all Responses which is in any way incomplete or irregular, rebid the entire solicitation, or enter into agreements with more than one Consultant.

SECTION 6. GENERAL TERMS AND CONDITIONS

1. **ADDENDA.** If the County finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the County will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

2. **CERTIFICATION.** By submitting a response to this RFQ, the signer of the response declares that the person(s), firm(s) and parties identified in the response are interested in and available for providing the Services; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the response has full authority to bind the person(s), firm(s) and parties identified in the response. By submitting a response, the Respondent shall certify that it has fully read and understood this RFQ and the response method and has full knowledge of the scope, nature, and quality of work to be performed.

3. **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFQ.

4. **INTERVIEWS.** The County reserves the right to short list Respondents and conduct interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the BOCC's Meeting where ranking and award is made.

5. **RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

6. **RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFP will become the property of the County and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

7. **RESPONSE WITHDRAWAL.** Respondents may withdraw their responses by notifying the Procurement Manager in writing at any time prior to the scheduled opening. Respondents may withdraw their responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the County and will not be returned to the Respondents.

8. **RETENTION OF RESPONSE.** The County reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that Respondent is selected.

9. **REQUESTS FOR INFORMATION/CLARIFICATION.** The County, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate responses. The County has made efforts to provide accurate and complete information in this RFQ. The County shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing via email prior to deadline indicated in Section 2, of this RFQ.

10. **IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the County. The County reserves the right to waive any irregularities in the request process, to reject any or all responses, reject

a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

A. The County reserves the right to award one or more contract(s) to the Respondent who will best serve the interests of the County and whose responses are considered by the County to be the most responsive and qualified Respondent whose response meets the requirements and criteria set forth in this RFQ. Notwithstanding, the County may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
B. The County reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the County reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
C. Respondents shall furnish additional information as the County may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

11. **RESPONSE/PRESENTATION COSTS.** The County shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

12. **LATE SUBMISSIONS.** Responses received by the County after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of responses shall be decided in the favor of the County. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The County shall not be responsible for responses received after the submittal deadline and encourages early submittal.

13. **COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete response.

14. **PERMITS, TAXES, LICENSES.** The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

15. **LAWS, ORDINANCES.** The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

16. **APPROPRIATIONS CLAUSE.** By submitting a Proposal, the Respondent certifies that he/she understands that the County, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of itsperformance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The County will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to thecontract.

17. **IDENTIFICATION CARD**. Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the County for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

18. **MINORITY BUSINESS ENTERPRISE.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the County hereby notifies all prospective Respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

19. **DISABILITY.** The County does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on page one of this document at least twenty-four (24) hours in advance of the activity to request accommodations.

20. **NON-DISCRIMINATION.** The contract awarded as a result of this Request for Qualifications will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

21. **UNAUTHORIZED ALIENS.** The County will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

22. **COMMON CARRIER.** The Respondent attests that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, as that term is defined in section 908.111(1)(d), Florida Statutes, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Respondent must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the County. Notwithstanding anything contained in this Agreement to the contrary, the County may immediately terminate this Agreement for cause if Contractor fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

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

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

25. **TERMINATION.** A contract may be terminated in whole or in part by the County at any time and for any reason in accordance with this clause, whenever the County determines, in its sole discretion that such termination is in the best interests of the County. A Notice of Termination will be effective if delivered to the Proposer at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

26. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING.** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining responsiveness. Respondents are further notified that the County's governing body may not give preference based on social, political, or ideological interests.

27. **PERSONAL IDENTIFYING INFORMATION.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Respondent is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.
    For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
    For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

28. **FOREIGN COUNTRY OF CONCERN.** Pursuant to section 286.101, Florida Statutes, Respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the County, Respondent provided a copy of such disclosure to the Florida Department of Financial Services.

29. **SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal. Notwithstanding anything contained in this RFP to the contrary, the County may terminate any awarded contract immediately for cause if: (1) Respondent is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Respondent is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Respondent is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

30. **PUBLIC RECORDS EXEMPTIONS.** After the deadline to submit proposals has passed, all proposals will be regarded as public records and will be subject to review by the public consistent with Chapter 119, Florida Statutes. Except as expressly provided below, any language purporting to render all of portions of the proposals confidential will be regarded as non-effective and will be disregarded. Pursuant to section 815.045, Florida Statutes, "trade secrets" as defined in section 812.081, Florida Statutes, are confidential and exempt from Florida's Public Records

Law. Additionally, pursuant to section 119.0715, Florida Statutes, “trade secrets" as defined in sections 688.002, Florida Statutes, held by the County are confidential and exempt from said Public Records Law. As such, if Respondent considers any portion of its proposal or any other document or information provided to the County to be trade secret under sections 688.002 or 812.081, Florida Statutes, or otherwise confidential under Florida law, Respondent must clearly designate each specific portion of said record(s) as “trade secret” or otherwise confidential with statutory citation and explanation at the time of submission to the County with an affidavit certifying under oath to the truth of the statements in section 624.4213(1)(c)1. through 4., Florida Statutes, concerning all documents and information that are claimed to be trade secrets. Failure to do so will constitute a disclosure in the public domain and be deemed a waiver of any such claim to confidentiality. Respondent will be responsible for responding to and resolving all requests and claims for access to contract-related or other such materials Respondent has designated trade secret or otherwise confidential. If the County receives a public records request for records designated by Respondent as trade secret or otherwise confidential under Florida law, the Respondent will be responsible for taking the appropriate legal action in response to the request. If Respondent fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the County will provide the materials to the requester. Without limiting any other indemnification provision(s) herein, Respondent will without limitation protect, defend, indemnify, and hold harmless the County for all claims, cases, actions, controversies, costs, fines, damages, fees, including but not limited to attorneys’ fees, arising from or relating to Respondent’s designation of materials as trade secret or otherwise confidential.

31. **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the County in connection with Responses shall become property of the County and shall be deemed to be public records subject to public inspection.

32. **BONDS.** The selected Respondent must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Agreement, deliver to the County the Bonds required to be provided by Respondent hereunder and the Consultant Services Agreement (collectively, the “Bonds”). The County, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the County will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted doing business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Consultant Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Respondent’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the County.

A. **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the County a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the County by failing to perform the contract in the time and manner provided for in the contract.
    i. **A performance bond is required [YES] or [NO✓].**

B. **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the County a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the County if the selected Respondent fails to make any required payments only.
    i. **A payment bond is required [YES] or [NO✓].**

C. **WAIVER OF BONDS.** If indicated below, the County Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the County.

i. **Bonds are waived by the County [YES✓] or [NO].**

33. INSURANCE.

A. The Respondent is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the County accepts that the Respondent has satisfactorily completed all work required under the Contract; and cause subcontractor(s), if utilized, to acquire and maintain the same.

1. The Respondent, if selected, will provide the County with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the Respondent will provide to the County, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the County whenever any policy is renewed, revised, or obtained from other insurers. Hardee County shall be named as the Certificate Holder.
   The address where such certificates and certified policies shall be sent or delivered is as follows:

   Hardee County
   Attention: County Manager
   412 W. Orange Street, Room 103
   Wauchula, FL 33873
2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both Respondent and subcontractor(s) shall be endorsed to include Hardee County as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Agreement with the County.
4. Respondent shall notify the County within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by Respondent from its insurer.

B. Specific Insurance Coverages and Limits

1. All requirements in this Insurance Section shall be complied with in full by the Respondent unless excused from compliance in writing by the County. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the County.
2. **Professional Liability Insurance** in an amount not less than $1,000,000 per occurrence.
3. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A:	Workers Compensation	Statutory benefits
Coverage B:	Employers Liability	$500,000 Limit Each Accident
		$1,000,000 Limit Disease Aggregate
		$500,000 Limit Disease Each Employee

4. **Comprehensive Commercial General Liability Insurance** for all operations, including but not limited to, Independent Contractor, Contractual Liability, Premises / Operations, Products / Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the County.

Policy shall not contain an Explosion, Collapse, or Underground (X, C, U) exclusion.

$1,000,000 Per Occurrence
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal/Advertising Injury
$2,000,000 General Aggregate

5. **Business Automobile Liability Insurance:** The Respondent shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

6. **Property Insurance:** CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

7. **Cyber Liability Insurance** shall be required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security.

   $500,000 per occurrence.

   If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

8. **Property Insurance:** Respondent will be responsible for all damage to its own property, equipment, and/or materials.

C. These insurance requirements shall not limit the liability of the Respondent and/or subcontractor(s).
D. All policies shall be written on a primary, non-contributory basis.
E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the County.
F. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Respondent.
G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
H. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Respondent's obligation to fulfill the insurance requirements specified in this Agreement.
J. Precaution shall be exercised at all times by the Respondent for the protection of all persons, including employees, and property. The Respondent shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
K. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Respondent acknowledges that such stoppage will not shift responsibility for any damages from the Respondent to the County.
L. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Respondent or its subcontractors will relieve the Respondent or subcontractor from responsibility to prove insurance as required.

34. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, Respondent hereby agrees to indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions Respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of Respondent and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Respondent agrees to indemnify, defend, save and hold harmless the County, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

35. ERRORS AND OMISSIONS: The Respondent to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time period and specified cost. The Respondent shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Respondent with respect to the disciplines required for the performance of the Work in the State of Florida. The Respondent is responsible for and represents that the Work conforms to County's requirements as set forth in this Agreement. The Respondent shall be and remain liable to County for all damages to County caused by the Respondent's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which County may have, the Respondent shall, at its expense, re-perform the services to correct any deficiencies, which result from the Respondent's failure to perform in accordance with the above standards. The County shall notify the Respondent in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Respondent or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the County's rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Respondent and its sub-consultants and Subcontractors shall be and remain liable to County in accordance with applicable law for all damages to County caused by any failure of the Respondent or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the Respondent's or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the Respondent shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

36. AWARD PROTEST

Unsuccessful prospective Respondent has the right to appeal a contract award in accordance with the Purchasing Policy and Procedures Manual. The unsuccessful Respondent must:

- File a notice of protest, in writing within 72 hours after posting the notice of recommended ranking, to the County Manager's office.
- Shall then file a formal written protest to the County Manager's office within ten (10) calendar days after filing the notice of protest. Formal protests received after the ten days shall not be considered.
- The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.
- "FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS."

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be

accompanied by a filing fee set by County, in the event a filing fee is not provided for in the solicitation the filing fee shall be one thousand dollars ($1000). Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the COUNTY shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

SECTION 7. SPECIAL TERMS AND CONDITIONS – FEDERAL ASSISTANCE

These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith. The term “Contractor” shall have the same meaning as defined in the agreement to this solicitation.

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS

A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the County, the Administrator for Federal funds, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the Federal grant administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and applicable Federal Department, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NONDISCRIMINATION

A. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Government may issue.

B. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

C. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

D. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

E. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

6. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

A. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

1. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
2. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
3. US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
6. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;
7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

7. CLEAN AIR AND WATER ACT

A. Definitions:

1. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
2. "Clean air standards," as used in this clause, means:
   a) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
   b) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
   c) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or

d) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

3. "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

4. "Compliance," as used in this clause, means compliance with:

   a) Clean air or water standards; or

   b) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

5. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

6. "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

B. The Contractor agrees:

1. To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

8. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION-NONCONSTRUCTION</u>

A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

E. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

It is the policy of the County and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

10. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

11. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their

personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. NOTICE OF FEDERAL REQUIREMENTS

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

13. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

14. RESTRICTIONS ON LOBBYING

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

For agreements funded in whole or part by the FTA, these provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

16. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. BUY AMERICA PROVISION

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration’s implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation.

18. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hardee County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19. FALSE CLAIMS ACT – PROMPT NOTIFICATION

A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the County, and the County will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

B. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the County, and the County will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Contractor and/or the County and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the County or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system. As described in Public Law 115-232 , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

1. Telecommunications or video surveillance services provided by such entities or using such equipment.

2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under Public Law 115-232 , section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

21. TERMINATION.

The Contract may be terminated with or without cause in accordance with the provisions below.

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

B. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should the Contract be terminated by the County for cause under this Section, Contractor shall be liable for all expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract

Documents, provided that Contractor must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

C. If it is later determined by the County that the Contractor's failure to perform is a result of Force Majeure, the County may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph (A) above.

D. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under the Contract, the County shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

SECTION 8 FORMS

FORM 1 PROPOSAL CHECKLIST

Form 1: Proposal Checklist

___ Form 2: Company Qualifications Questionnaire
___ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
___ Form 3A: Certificate of Authority (for Corporations or Partnerships)
___ Form 3B: Certificate of Authority (for Individuals)
___ Form 4: Acknowledgment of Addenda
___ Form 5: Single Execution Affidavits-General Contracts

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Anti-human Trafficking Affidavit
- Drug-free Workplace Affidavit
- SCOP/SCRAP FDOT

___ Form 6: Single Execution Affidavits-Federal Aid Contracts

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

___ Form 7: Dispute Disclosure
___ Form 8: Key Staff and Proposed Subcontractors
___ Form 9: Reference Letters
___ Form 10: IRS Form W-9
___ Form 11: Proof of Required Insurance
___ Form 12: intentionally omitted
___ Form 13: Performance Bond & Payment Bond (unless waived)

Firm: _____ **Date:** _____

Authorized Signature: _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____
Firm Name

_____
Principal Business Address

_____
Telephone Number Facsimile Number

_____
Email Address

_____
Federal I.D. No. or Social Security Number

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____
Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____
Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes

If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A

CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____a business existing under the laws of the State of _____ ,(the"Entity")

held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as

_____ of the Entity, be and is hereby authorized to execute

this Proposal dated _____, 20 , on behalf of the Entity

and submit this Proposal to Hardee County, and this Entity and the execution

of this Certificate of Authority, attested to by the Secretary of the Corporation,

and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _

_____day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY
(if Individual)

I,_____("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as
   _____, the Contractor that
   has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to Hardee County, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____day of _____, 20____, by_____ (name of person) as _____(type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____Addendum 1	_____ Addendum 6
_____Addendum 2	_____ Addendum 7
_____Addendum 3	_____ Addendum 8
_____Addendum 4	_____ Addendum 9
_____Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of Hardee County ("County") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no County employee, nor any elected or appointed officer (including County board members) of the County, nor any spouse, parent or child of such employee or elected or appointed officer of the County, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such County employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the County. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to County.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Hardee County or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. _ Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. _ If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. _ The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection

287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. _ Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. _ Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. _ Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the County Manager.
4. _ Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. _ I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the County adequate time to evaluate the Statements of Qualifications.
6. _ I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. _ I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the County are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate – CCNA Procurement Only

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Qualifications and the Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the County, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with Hardee County, Florida.

_____
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Qualifications and the Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Hardee County, Florida. Consultant understands that for the breach or violation of this provision, the County shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent Initials

Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds $100,000.

Pursuant to section 286.101, Florida Statutes, the Respondent is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
For purposes of this section, “Foreign Country of Concern" means the People’s Republic of China, the Russian

Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the County, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the respondent certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

□ NONE

OR

□ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below or attach on a separate page, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

_____
Respondent Initials

E-VERIFY AFFIDAVIT

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

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

_____
Respondent Initials

DRUG-FREE WORKPLACE AFFIDAVIT

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Respondent Initials

Small County Outreach Program (SCOP) And Small County Road Assistance Program (SCRAP) funded 3R projects. When performing a project that is SCOP and SCRAP funded, the engineer shall comply with the following:

The Respondent warrants that he or she shall be Florida Department of Transportation (FDOT) prequalified for work

Yes, I am currently prequalified for F.D.O.T. work categories, meet the standard indemnification and meet state audit requirements.

_____
Respondent Initials

No, I do not meet the prequalified requirements for F.D.O.T. work categories and the standard indemnification and state audit requirements.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____day of _____, 20____, by_____ (name of person) as _____(type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 6

SINGLE EXECUTION AFFIDAVITS-FEDERAL AID AFFIDAVIT

Disadvantaged Business Enterprise (DBE)

The Respondent represents as part of its offer that it (Mark one with an "X"):

□ is □ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

Affirmative Action Compliance

(a) The Respondent represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

□ has developed and has on file

□ has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

□ has □ has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Certification of Independent Price Determination

(a) By executing this certification, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other respondent or to any competitor; and

(3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person executing this certification certifies that:

(1) He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

_____

Respondent Initials

Certification of Non-Segregated Facilities

(a) By executing this certification, the respondent certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.
(b) The respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.
(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.
(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
    (1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
    (2) retain such certifications in its files; and
    (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____
Respondent Initials

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Respondent Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the County pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the County shall incorporate the federally required contract provisions in the Agreement awarded under this RFQ. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFQ: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are incorporated into the consultant services agreement incorporated herein.

BUY AMERICA CERTIFICATE

If the ***OFFER PRICE EXCEEDS $150,000*, *complete*** the certificate and ***submit it*** with your offer.

SECTION **(1)** Complete ***only*** for **ROLLING STOCK** and **ASSOCIATED EQUIPMENT.**
SECTION **(2) SIGN** and **COMPLETE *always***.

CAUTION:

If the solicitation is an **Invitation for Bids (IFB)**, failure to return this form prior to the deadline established for receipt of bids or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer nonresponsive.

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on the initial offer/proposal (without discussions)**, failure to return this form prior to the deadline established for receipt of initial offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on revised or final offers/proposals**, failure to return this form prior to the deadline established for receipt of final or revised offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable. Note, the County is under no obligation to request revised or final offers/proposals.

DEFINITIONS: *(Pursuant to 49 CFR 661)*

ASSOCIATED EQUIPMENT: All components or subcomponents of Rolling Stock, including, but not limited to, train control, communication and traction power equipment, and as otherwise defined in 49 CFR 661.11.

IRON AND STEEL PRODUCTS: All construction materials made primarily of iron or steel and meant for use in infrastructure projects, including, but not limited to, structural iron or steel, iron or steel beams and columns, running rail and contact rail. This certification does not apply to iron or steel used as components or subcomponents of other manufactured products or rolling stock, or to metallurgic processes involving refinement of steel additives.

MANUFACTURED PRODUCT: An item produced as a result of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from the mere assembly of elements or materials.

ROLLING STOCK: Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as, vehicles used for support services.

SECTION (1); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT**:** (*Mark One*)

☐ CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3). The respondent hereby certifies that it *will comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

☐ CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3). The respondent hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7

SECTION (2); OFFEROR'S SIGNATURE: *(Sign, Date and Enter Your Title and the Name of Your Company)*

_____ _____

SIGNATURE **DATE**

_____

TITLE

_____

NAME OF COMPANY

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavit.

In the presence of:	**Signed, sealed and delivered by:**
_____	_____
Witness #1 Print Name: _____	**Print Name:** _____
_____	**Title:** _____
Witness #2 Print Name: _____	**Firm:** _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____physical presence or online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Hardee County, Florida.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8

KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the County:

_____

_____

_____

_____

Please identify each Key Staff member's engagement commitments that will exist concurrently with the County's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the County with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9 - REFERENCES

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #4, *if required*

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 10

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 11

PROOF OF REQUIRED INSURANCE

FORM 12

INTENTIONALLY OMITTED

FORM 13
PAYMENT BOND/PERFORMANCE BOND(waived)

HARDEE COUNTY

FORM 13

PAYMENT BOND

Bond #

PRINCIPAL (Legal name, business address and telephone number)	**Date Bond Executed: (must be same as or later than contract date)**
	Type Of Organization ("X" one) ❒ Individual ❒ Partnership ❒ Joint Venture ❒ Corporation
	State of Incorporation
SURETY(IES) (Name(s, business address(es) and telephone number)	PENAL SUM OF BOND
	$
	CONTRACT DATE / CONTRACT NO.

PROJECT (Address and description)

KNOW ALL MEN BY THESE PRESENTS,
that we, the Principal and Surety(ies) hereto, are firmly bound to Hardee County (hereinafter called the County) and to all persons, firms, and corporations who may furnish materials for, and perform labor under the contract referred to above, in the above penal sum for the payment of which we bind ourselves, heirs, executors, administrators, and successors, jointly and severally; provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or action against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as it is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
whereas the Principal has entered into the contract identified above,

NOW, THEREFORE,
if the Principal shall promptly make payment to all persons supplying labor and/or material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modification(s) to the Surety(ies) being hereby waived, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect. This bond is given to pursuant to the provisions of Florida state law. If any legal action be filed upon this bond, venue shall lie solely in Hardee County, Florida.

The entity identified as the RESIDENT AGENT of the Surety is hereby designated by the Surety as the Resident Agent in the State of Florida to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship as required pursuant to section 624.422, Florida Statutes.

IN WITNESS WHEREOF,
the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	Typed Names and Titles	
1. (seal)	1.	Corporate Seal
2. (seal)	2.	

CORPORATE SURETY(IES)

(Surety A) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	

Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

CORPORATE SURETY(IES)

(Surety B) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety C) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety D) Name & Address		State of Incorporation Liability Limit $	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

INSTRUCTIONS

1. This form is authorized for use in connection with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, a certified copy of the Power of Attorney must be attached. If the amount of the bond exceeds $100,000, the surety(ies) shall be approved for the amount of the bonds, and must hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a Treasury listed insurer, in accordance with the requirements of Florida.

3. The bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Florida and licensed by the State of Florida to issue surety bonds. All payment bonds shall comply with section 255.05, Florida Statutes, and comply with the notice and time limitations contained in section 255.05(2), Florida Statutes.

4. Where more than a single corporate surety in involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of this form, only the letter identification of the Sureties shall be inserted.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".

6. The name and title of each person signing this payment bond should be typed in the space provided.

HARDEE COUNTY, FLORIDA

FORM 13

PERFORMANCE BOND(waived)

Bond #

PRINCIPAL (Legal name, business address and telephone number)	**Date Bond Executed: (must be same as or later than contract date)**
	Type Of Organization ("X" one) ❒ Individual ❒ Partnership ❒ Joint Venture ❒ Corporation
	State of Incorporation
SURETY(IES) (Name(s), business address(es) and telephone number(s))	PENAL SUM OF BOND $
	CONTRACT DATE / CONTRACT NO.

PROJECT (Address and description)

KNOW ALL MEN BY THESE PRESENTS,
that we, the Principal and Surety(ies) hereto, are firmly bound to Hardee County (hereinafter called the County) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or action against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as it is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
whereas the Principal has entered into the contract identified above,

if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreement of said contract, in accordance with the plans, specifications and contract documents, during the original term of said contract and any extensions thereof that may be granted by the County, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then this obligation shall be void; otherwise, it shall remain in full force and effect. This bond is given pursuant to the provisions of Florida state law. If any legal action be filed upon this bond, venue shall lie solely in Hardee County, Florida.

The entity identified as the RESIDENT AGENT of the Surety is hereby designated by the Surety as the Resident Agent in the State of Florida to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship as required pursuant to Section 624.422, Florida Statutes.

IN WITNESS WHEREOF,
the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	Typed Names and Titles	
1. (seal)	1.	Corporate Seal
2. (seal)	2.	

CORPORATE SURETY(IES)

(Surety A) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

CORPORATE SURETY(IES)			
(Surety B) Name & Address		State of Incorporation	Corporate Seal
		Liability Limit $	
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

(Surety C) Name & Address		State of Incorporation	Corporate Seal
Signature(s)	1. (seal)	2. (seal)	
Name(s) & Title(s) (Typed)	1.	2.	

The RESIDENT AGENT of the surety in the State of Florida, for the delivery of notice and service of process is:

Name: _____ Address: _____

_____

INSTRUCTIONS

1. This form is authorized for use in contracts with construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, a certified copy of the Power of Attorney must be attached.

3. The bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Florida and licensed by the State of Florida to insure surety bonds. All payment bonds shall comply with Section 255.05, Florida Statutes, and comply with the notice and time limitations contained in Section 255.05(2), Florida Statutes. If the amount of the bond exceeds $100,000, the surety(ies) shall be approved for the amount of the bonds, and must hold either a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a Treasury listed insurer.

4. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed “CORPORATE SURETY(IES)” on the face of this form, only the letter identification of the Sureties shall be inserted.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".

6. The name and title of each person signing this performance bond should be typed in the space provided.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HARDEE COUNTY
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2025 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA,** a political subdivision existing under the laws of Florida, (the "County"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Contractor").

WHEREAS, on [INSERT DATE], the County awarded the Contractor a Contract for **Professional Architectural and Engineering Services for the Hardee County Jail Facility and Multipurpose Government Facility** services (the "Services"), pursuant to ("RFQ No. 26-002"), attached as Composite Exhibit "A"; and

WHEREAS, on [INSERT DATE], the Board of County Commissioners approved and awarded _____to the Contractor in an amount not to exceed $_____; and

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

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

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

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

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

2. **Scope of Services.**

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

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

   2.3. The Contractor shall abide by the terms and requirements of the _____, as though fully set forth herein.

3. **Term/Commencement Date.**

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

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

4. Compensation and Payment.

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

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

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

6. County's Responsibilities.

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

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

7. Contractor's Responsibilities; Representations and Warranties.

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

7.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the

Services for County as an independent contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to provide **contracted** services.

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

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

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

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9. **Termination.**

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

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

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

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

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

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

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

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

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

12. Insurance.

12.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to County, naming the County as an Additional Insured, underwritten by a

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

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

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

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

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

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

12.3. **Additional Insured.** Except with respect to Professional Liability Insurance and

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

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

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

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

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

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

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15. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the County is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Contractor against the County and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement, however terminated.

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

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

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

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

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

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

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

20.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County

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

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

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

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

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

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

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

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

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

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

21.1.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

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by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

21.3. **Compliance with the Copeland "Anti-Kickback" Act.** As applicable, during the performance of this Agreement, the Contractor agrees as follows:

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

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

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

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

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

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

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

21.4.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections 21.4.1 through 21.4.4. of this section and a

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clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 21.4.1. through 21.4.4. of this section.

21.5. Rights to Inventions Made under this Agreement.

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

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

21.6.1. *Clean Air Act*.

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

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

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

21.6.2. *Federal Water Pollution Control Act*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

meeting contract performance requirements; or

at a reasonable price.

21.9.2. Information about this requirement, along with the list of EPA-designate items, is

available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

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

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

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

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

21.14. Access to Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

substantial or essential component of any system or as critical technology of any system; or

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

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

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

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

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

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

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

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

21.21.1. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor

employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

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

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

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

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

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

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

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

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

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

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

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

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

22. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the County requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section

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448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

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

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

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

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

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

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

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

31. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement,

shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

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

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

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

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

36. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies

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that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

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

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

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

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

    40.1. First Priority: Base Agreement;

    40.2. Second Priority: Exhibit A – RFQ No. _____

    40.3. Third Priority: Exhibit C – Fee Schedule

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

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

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

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

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Approved as to form and legal sufficiency:

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

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Addresses for Notice:

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

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

Addresses for Notice:

_____
_____
_____
_____

_____
_____

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

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

_____
Signature of Notary Public

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

Anti-Human Trafficking Affidavit

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

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

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

_____
Signature of Notary Public

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

FINAL ORAL RANKING
Hardee County BOCC RFQ 26-002

Proposal #1: The Lunz Group
Proposal #2: Securitecture
Proposal #3: HOK

RFQ 26-002 MultiAdmin and Sheriff AE

Evaluation Criteria	Possible Points	**#1**	**#2**	**#3**
Firm Qualifications (Qualifications of firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent and current and projected workloads; volume of work previously awarded to each firm by agency)	120	192	186	185
Experience and Qualification of Assigned Staff (Staff's experience, qualifications and technical capabilities)	90	141	134	135
Approach and Delivery of Service (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Response)	90	145	144	133
	original Score	463	457	455
	75% Original Score	347	343	341
	Oral Pres. Score	478	464	453
	25% of Oral Pres.	119.5	116	113.25
OVER-ALL RANKING RESULTS	300	467	459	455
		1	2	3
		Lunz	Secur	HOK

AWARD:_____

Members Initials_____

Date:_____

AGENDA ITEM NO. 11.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 21, 2026
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Jorden Eisenstein, Planner I** - Resolution 2026-32, FDOT Transfer of Property (ROW S of proposed HCSO for public recreational use)
SUGGESTED ACTION:	- Motion to approve Resolution 2026-32, A Resolution of the Board of County Commissioners of Hardee County, Florida, requesting the Florida Department of Transportation prepare and enter into a transfer of property by public purpose quit claim deed to Hardee County, Florida.

ATTACHMENTS:
Revised Agenda Packet for May 21st.pdf

Hardee County FLORIDA

Community Development

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 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Todd Miller, Community Development Director

Subject: Resolution No. 2024-32

Date: April 21, 2026

This item is to request approval of **Resolution No. 2026-32** requesting the Florida Department of Transportation (FDOT) to prepare and enter into a transfer of property by way of Quick Claim Deed.

The subject property is owned by the Florida Department of Transportation (FDOT). Currently the property is vacant, with only an existing fence line and retention pond area. After careful consideration it was agreed that the subject property would be suitable and appropriate for a roadside park project.

Staff recommends that the Board approve **Resolution No. 2026-32** for procurement of an approximate 3.0 +/- acre portion of an FDOT right-of-way for the intended purpose of using the existing retention pond and surrounding uplands as a pocket park for public use.

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

Contact Person Jorden Eisenstein Phone (863) 767 1964

Email jorden.eisenstein@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 5/21/2026 agenda under the following category:
(date of meeting)

x Appointment _____ County Manager, Non-Consent

_____ Consent _____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Jorden Eisentsien- Planner 1 (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Resolution No. 2026-32

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Requesting for Chairman to sign the Resolution and return to Community Development Dept. for recording

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

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

RESOLUTION NO. 2026-32

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PREPARE AND ENTER INTO A TRANSFER OF PROPERTY BY PUBLIC PURPOSE QUIT CLAIM DEED TO HARDEE COUNTY, FLORIDA.

WHEREAS, The Board of County Commissioners of Hardee County, Florida, have concluded that it is in the best interest of the residents of Hardee County to take possession and control of certain property from the State of Florida, Department of Transportation (FDOT); and

WHEREAS, this property is described as a section of an FDOT right-of-way located along US Highway 17 North, which houses a functioning retention pond, as provided for in the attached Exhibit "A". FDOT has surplused a portion of the right-of-way, approximately 3.0 +/- acres in size, to convey to Hardee County; and

WHEREAS, the 3.0 +/- acre property is to be conveyed by way of Quit Claim Deed for Public Purpose only.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Hardee County, Florida, does hereby requests the Florida Department of Transportation to convey approximately 3.0 +/- acre portion of the right-of-way determined as surplus.

PASSED and APPROVED in regular session by the Board of County Commissioners of Hardee County, Florida on this ___ day of ____ 2026.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

ATTEST:

_____
Chair

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

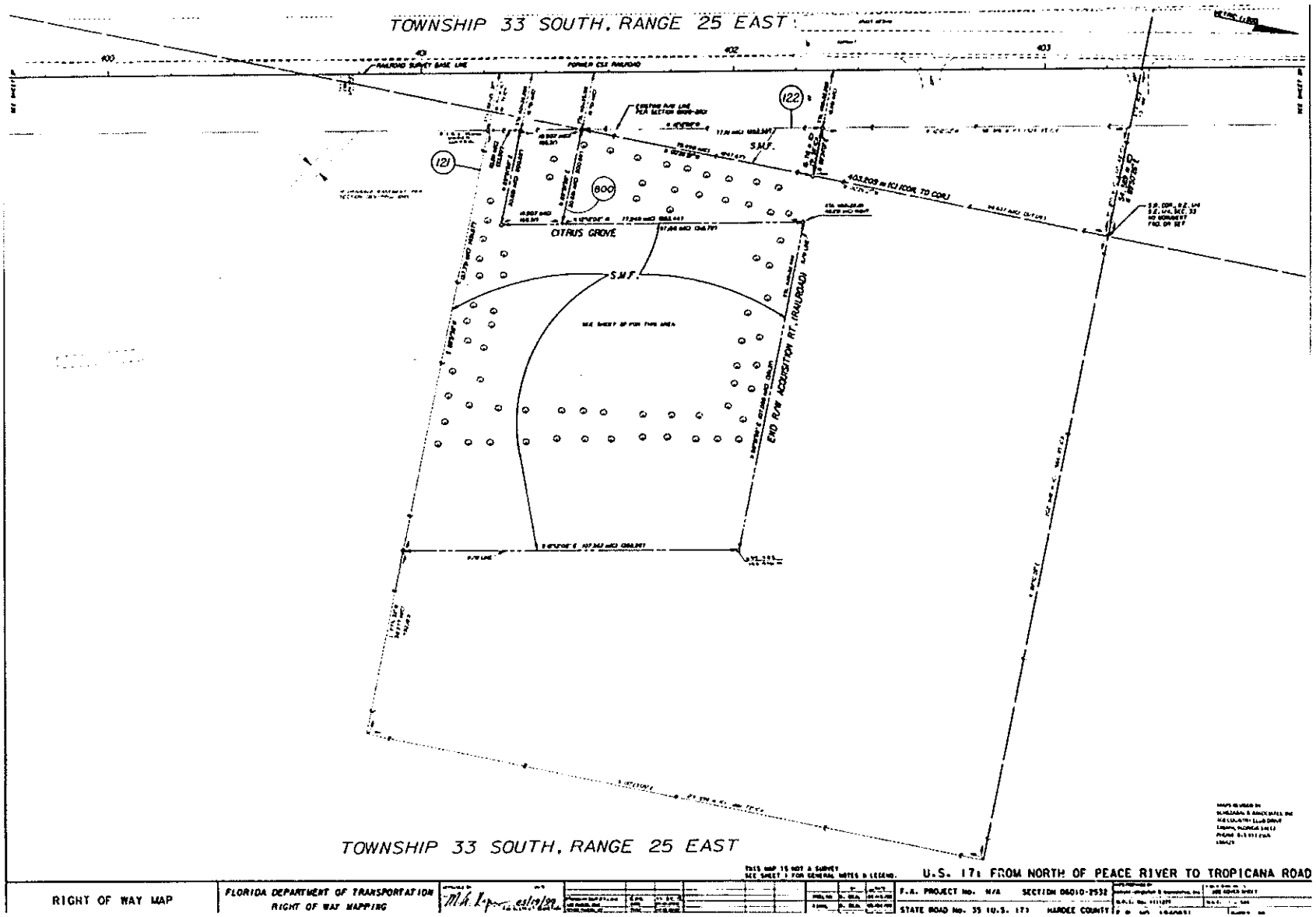
TOWNSHIP 33 SOUTH, RANGE 25 EAST
400
401
402
403
RAILROAD SURVEY BASE LINE
FORMER CSX RAILROAD
121
122
800
S.M.F.
CITRUS GROVE
S.M.F.
END R/W ACQUISITION RT. (RAILROAD)
TOWNSHIP 33 SOUTH, RANGE 25 EAST
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAPPING
U.S. 17: FROM NORTH OF PEACE RIVER TO TROPICANA ROAD
F.A. PROJECT No. N/A
SECTION 06010-2532
STATE ROAD No. 35 (U.S. 17)
HARDEE COUNTY

Exhibit A

FP 1940931

SECTION 06010-2532 SR 35 (US 17) HARDEE COUNTY DESCRIPTION

PARCEL 121

ESTATE OR INTEREST TO BE OBTAINED: FEE SIMPLE

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 25 EAST IN HARDEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SOUTH 00°26'27" EAST, A DISTANCE OF 172.127 METERS (564.72 FEET); THENCE NORTH 89°51'58" EAST, A DISTANCE OF 30.681 METERS (100.66 FEET) FOR A POINT OF BEGINNING; THENCE NORTH 12°12'02" WEST, A DISTANCE OF 77.249 METERS (253.44 FEET); THENCE NORTH 89°51'58" EAST, A DISTANCE OF 107.050 METERS (351.21 FEET); THENCE SOUTH 12°12'02" EAST, A DISTANCE OF 107.367 METERS (353.25 FEET); THENCE SOUTH 89°51'58" WEST, A DISTANCE OF 137.731 METERS (451.87 FEET) TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF THE FORMER CSX RAILROAD (PER SECTION 06010-2801); THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE, NORTH 12°12'02" WEST, A DISTANCE OF 10.211 METERS (33.50 FEET); THENCE NORTH 89°51'58" EAST, A DISTANCE OF 30.681 METERS (100.66 FEET); THENCE NORTH 12°12'02" WEST, A DISTANCE OF 19.907 METERS (65.31) FEET TO THE POINT OF BEGINNING.

CONTAINING 1.1546 HECTARES (2.853 ACRES).

Composite Exhibit "A"

