

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Tuesday, February 18, 2025

9:00 AM

600 S. Commerce Ave. Sebring, FL 33870

1. **MEETING CALLED TO ORDER:** Invitation to fill out "COMMENTS BY THE PUBLIC" forms.

Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ANNOUNCEMENTS**

The Heartland Library Cooperative Governing Board will hold a Regular Meeting at 10:30 a.m., on Wednesday, February 19, 2025, in the meeting room of the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid

A Washdown & Dedication Ceremony will be held at 3:00 p.m., on Wednesday, February 19, 2025, at Station 19, 6850 W. George Blvd., Sebring

The Affordable Housing Advisory Committee will hold a Regular Meeting at 3:30 p.m., on Wednesday, February 19, 2025, in the Engineering Conference Room, 505 S. Commerce Ave., Sebring

The Highlands County IDA/EDC will hold a General Body meeting at 7:30 a.m., on Wednesday, February 26, 2025, at the Town of Lake Placid Government Center Community Room, 1069 FL-25, Lake Placid

The Tourist Development Council will hold a Special Meeting at 10:00 a.m., on Wednesday, February 26, 2025, at the Highlands County Building Department Conference Room, 501 S. Commerce Avenue, Sebring

The Highlands County Insurance Committee will hold a Regular Meeting at 10:00 a.m., on Thursday, February 27, 2025, in the Board Room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring

The Highlands County Hospital District Board will hold a Regular Meeting, at 1:30 p.m., on Thursday, February 27, 2025, in the Board Room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

- 5.A *Notification of polling locations for the City of Sebring Election on March 11, 2025*
Supervisor of Elections Karen Healy
No fiscal impact.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Presentation of Feeding Tampa Bay's Annual Report highlights*
[Highlands County Presentation 2_18_25_.pdf](#)
- 6.B *Tourist Development Council (TDC) End of Year Update to the Highlands County Board of County Commissioners.*
Casey Hartt, Lead Marketing Consultant
There is no fiscal Impact.
[2.18.25 BOCC presentation.pdf](#)

7. PUBLIC COMMENT

8. CONSENT AGENDA

- 8.A *Request approval of the construction contract between Highlands County Board of County Commissioner and Douglas N. Higgins, Inc for the Lake June-in-Winter Catfish Creek Best Management Practices, Project #21062.*
Dawn Ritter, Natural Resource Manager
The fiscal impact of \$366,375.50 is included in the current budget in cost center 6303 (Natural Resources), Project #21062 (Lake June-in-Winter Catfish Creek Best Management Practices).
[Douglas Higgins Legal Agreement Contractor Signed.pdf](#)
- 8.B *Request approval of the Affordable Housing Advisory Committee's (AHAC) Review and Approval of the Local Housing Incentive Strategy Report and authorize submittal to the Florida Housing Finance Corporation.*
Ingra Gardner, Community Programs Director
The fiscal impact of submitting the Housing Incentive Strategy Report will help ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocations.
[Incentive Strategy Report FINAL 2.4.2025.pdf](#)
- 8.C *Request approval of CSA 1-1, to the Professional Services Agreement between Highlands County and CMHM Architects, Inc. (CSA 1) that was Board approved on February 15, 2022, to include additional scope of work that includes electrical and mechanical engineering and revised drawings.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is \$11,000.00 which is currently budgeted in project number 3991 56200Z 19040.
[CSA for agenda.pdf](#)

- 8.D *Request Approval of Task Order Authorization #3-3 with CivilSurv Design Group, Inc. for assistance with the NPDES program and compliance reporting to the state.*
Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater
Funds are available in the FY24/25 Adopted Budget in Cost Center 4101 (Engineering Services), Account 53100 (Professional Services) in the amount of \$22,210.00.
[20-024 CivilSurv TOA 3-3 v12-2-2024 For Legal Review.sgs.pdf](#)
- 8.E *Request approval of RiteTrack Software Hosting Agreement, Order Quote for RiteTrack Software Hosting Agreement, and Monthly Hosting Quote.*
Lisa Vanecek, Chief Probation Counselor
The Fiscal Impact is a net increase of \$27,773 in Cost Center 1052. The software hosting agreement is an increase of \$29,000 and the monthly hosting & support service fee of \$409.20/mo. is \$1,227 less than the \$6,138 that was included in the adopted budget. This results in the net increase of \$27,773.
[2025 Highlands RT Hosting Agreement_Final.pdf](#)
[2025 Upgrade to RiteTrack System_signed.pdf](#)
[2025 Handel Monthly Hosting Quote_signed.pdf](#)
- 8.F *Request adoption of Resolution 24-25-066 for Budget Amendment 24-25-039 to reduce grant funds in Project 24030, a subcontract between VOCA and the Highlands County Children's Advocacy Center.*
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact will be a reduction to the General Fund (005), Cost Center 3995 (The Children's Advocacy Center), Project 24030 in the amount of \$5,249.00.
[24-25-039R Project 24030 VOCA 24-25 CAC Grant Reduction BA 2.07.25.pdf](#)
[24-25-039R Project 24030 VOCA 24-25 CAC Grant Reduction Resolution 2.07.25.pdf](#)
- 8.G *Request to submit the grant application for The Florida Division of Emergency Management (FDEM) County wide Watershed Planning Program.*
Mitchell D. Thomas, P.E.
The fiscal impact in Fund 110 (Transportation Trust) is the \$100,000 match requirement that is currently included in the FY24/25 budget in Project 23116 (Stormwater Conveyance Projects).
[Highlands County - Watershed Planning Program Notice of Proposal Form \(2024\) \(1\).pdf](#)
- 8.H *Request approval of Pay without PO for Foley Products*
Jonathan Harrison, Road and Bridge Director
The Fiscal Impact is \$70,500.00. The funds are currently budgeted in FY 24/25 CFS Road Reconstruction Project 24016.
[Foley PWOP 70,500.88 2.18.2025.pdf](#)
- 8.I *Request approval to waive fees and field deposit for the 2025 Kiwanis Aktion Club Softball Classic at the Highlands County Multi-Sports Complex.*
Brandon Gunn, Parks & Facilities Mgmt. Director
The fiscal impact would result in a loss of revenue to Fund 005 (General fund), account 3475100 (Revenue Account) of approximately \$600.00.
[Aktion Club 020325.pdf](#)

- 8.J *Request approval of the Agreement with Steve Davis Topping & Hedging, Inc, for the provision of mowing services for the Avon Park Estates Special Benefit District and County Owned Roadside areas.*
Rosa Morales, Budget Analyst II/NAV
The fiscal impact for FY24-25 is \$33,775 to Fund 111 (Avon Park Estates SBD) and \$6755 to Fund 110 (Transportation) which are properly budgeted in their respective cost centers.
[Steve Davis Agreement Contractor Signed.pdf](#)
- 8.K *Request approval to waive fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the use of O.S. Sam Polston Auditorium at the Bert J. Harris Jr., Agri-Civic Center.*
Brandon Gunn, Parks & Facilities Mgmt. Director
The fiscal impact would result in a loss of revenues to fund 005 (General Fund), account 2475300 (Agr-Civic Center) of \$500.00.
[NuHope 012925.pdf](#)
[NuHope 012925.History.pdf](#)
- 8.L *Request approval of the agreements with Sonny's Lawn & Tree Service, LLC., LaFlam Bush Hogging, LLC., and Highlands County.*
Stacy Quillen, Procurement Manager.
The fiscal impact for FY24-25 is \$27,214 to Fund 181 (Fire Assessment), \$6,546 to Fund 5 (General), \$42,700 to Fund 107 (Placid Lakes SBD), \$8700 to Fund 148 (Highlands Park Estates SBD) and \$15,200 to Fund 128 (Sun 'N Lakes of Lake Placid SBD).
[24-035.Sonnys Lawn Service Agreement Contractor Signed.pdf](#)
[24-035.LaFlam Bush Hogging Agreement Contractor Signed.pdf](#)
- 8.M *Request approval of Agreement between Highlands County and Royal Auction Group, Inc. for Auctioneer Services, Vehicles and Related Equipment.*
Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director
The fiscal impact is unknown. Revenue generated from sale proceeds will be distributed into the appropriate fund and revenue accounts when received.
[Original full signed Royal Piggyback Contract - Highlands County - Pinellas Contract - Jan 2025.pdf](#)
- 8.N *Request to modify the Construction Inspector/Project Manager job description to increase the Pay Grade to 116 to be in line with similar project manager positions and update the reporting information and "Position Duties & Responsibilities" sections to accurately reflect the current functions of this position.*
JD Langford, P.E., Assistant County Administrator
No fiscal impact
[Project Mgr Construction Inspector \(0968\) 2.18.2025_Clean.pdf](#)
- 8.O *Request to approve Amendment Number 3 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007.*
James D. Langford, P.E., Assistant County Administrator Thomas Hendel, Project

Manager - Transportation

There is no additional fiscal impact to the previously approved Amendment from October 15, 2024.

[Amendment 3 Signed by EO Koch.pdf](#)

[Change Order Request #5.pdf](#)

- 8.P *Request to approve AIM Engineering & Surveying Inc CSA #3 for Project #22010 (ADA Hammock Rd. Multi-Use Path) to provide roadway, drainage design, and survey support.*

J D Langford, P.E., Assistant County Administrator

There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as these funds are already budgeted in Project #22010.

[20-024 AIM Engineering CSA 3 Approved to Route for Signature - Agenda Item.pdf](#)

- 8.Q *Request adoption of Resolution 24-25-067 for Budget Amendment 24-25-040 to appropriate Grant funds within the General Fund for SCAAP 2024 project 24032.*

Paul Blackman, Sheriff

The fiscal impact is a decrease to Fund 005 (General) in the amount of \$6,929.00 for the SCAAP 2024 grant set up in Project 24032 and being appropriated in the Sheriff's cost center 3323 (Detention & Corrections), account 51001Z (Project Personal Services).

[24-25-040 Project 24032 SCAAP 2024 \(BA\).pdf](#)

[24-25-040R Project 24032 SCAAP 2024 \(Resolution\).pdf](#)

- 8.R *Request Adoption of Resolution 24-25-065 pertaining to and approving Construction Agreement number 2024-C-191-00002 with Florida Department of Transportation (FDOT) for roadway improvements.*

James D. Langford, P.E., Interim County Engineer and Assistant County Administrator

There is no fiscal impact to the County as the improvements will be paid for by NUCOR.

[Res. 24-25-065.pdf](#)

9. COMMITTEE ASSIGNMENTS:

- 9.A *Request approval of Dr. Raoul Boughton as the newest member of the Natural Resources Advisory Commission (NRAC) in the environmental slot.*

Dawn Ritter, Natural Resources Manager Mike McMillian, Natural Resources Specialist II

There is no fiscal impact.

[NRAC Application for Raoul Boughton.docx](#)

- 9.B *Request to reappoint Suzanne Hunnicutt and appoint Christine Lopez as regular members of the Board of Adjustment (BOA) and Planning and Zoning Commission/Local Planning Agency (P&Z) with an expiration date of 2/21/2029.*

Melony Culpepper, AICP, Planning and Zoning Supervisor

There is no fiscal impact.

[Suzanne Hunnicutt Application.pdf](#)

[Christine Lopez Application.pdf](#)

- 9.C *Request approval to reappoint H. Wayne Harris as a voting member with a four-year term to the Highlands County Health Facilities Authority.*
Ingra Gardner, Community Programs Director
No fiscal impact.
[H. Wayne Harris.pdf](#)
- 9.D *Request to appoint one alternative member to the Lake Istokpoga Management Committee (LIMC)*
Dawn Ritter, Natural Resources Manager
There is no fiscal impact.
[LIMC Applicant-Alternative N. Resident.pdf](#)

10. PUBLIC HEARING

- 10.A *Public hearing to consider adoption of Resolution 24-25-062, P&Z No. 2171, changing the Official Zoning Atlas for an approximate 0.23-acre parcel from Business District (B-2) to Residential District (R-1) to be consistent with the future land use map designation of Medium Density Residential (RM).*
Melony Culpepper, Planning and Zoning Supervisor
There is no fiscal impact.
[Staff Report P&Z 2171 for BCC Nathans Homes.pdf](#)
[Resolution P&Z 2171 Nathan's Homes.pdf](#)
[P&Z 2171 Application Nathans Homes.pdf](#)
- 10.B *Public hearing to consider adoption of Resolution 24-25-063, P&Z Case No. 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
[Staff Report P&Z 2172 for BCC NSLP Golf View.pdf](#)
[Resolution P&Z 2172 - GOLF VIEW VILLAS2.SGS.pdf](#)
[P&Z 2172 Application Golf View Villas.pdf](#)
- 10.C *Public hearing to consider adoption of Resolution 24-25-064, P&Z Case No. 2174, amending an existing Multiple-Family Dwelling District with a Planned Development (R-3 PD) for an approximate 28.48-acre parcel and requesting a change to the official Zoning Atlas to change the zoning designation for an additional 0.4-acre parcel from Residential District (R-1) to Multiple-Family Dwelling District with a Planned Development (R-3 PD).*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
[Staff Report P&Z 2174 for BCC NSLP The Farm.pdf](#)
[Resolution P&Z 2174 - The Farm Revised.sgs.pdf](#)
[Zoning App -The Farm \(Updated 12.11\).pdf](#)
- 10.D *Request to Adopt Resolution No. 24-25-054 to Vacate an Existing Drainage Easement on 1389 Lake Josephine Dr., Sebring, FL 33875*
JD Langford, P.E., Assistant County Administrator

No Fiscal Impact.

[VOE Petition Packet - 1389 Lake Josephine Dr - Lots 5-6.pdf](#)

- 10.E *Request adoption of the Emergency Burn Ban Ordinance 24-25-06 pursuant to Florida Statutes, Section 125.66*

James K. Duppenthaler, Fire Chief

There is no fiscal impact.

[Emergency Burn Ban Ord 24.25.06_ Feb 2025.SGS.pdf](#)

11. ACTION AGENDA

- 11.A *Request direction on the construction of the Wildflower Rd extension connecting Placid Lakes to Leisure Lakes*

Jonathan Harrison, Road & Bridge Director

Estimated Fiscal Impact of \$640,000 from the Road Construction CFS Infrastructure Surtax (Fund 151) programmed funding for Fiscal Year 2025-2026.

11.B

Request to approve and rank two (2) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2030-2031 Five Year Work Program.

J.D. Langford, P.E., Assistant County Administrator

The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2030-2031 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% fund match for some applications.

[2025 FDOT_ District 1 Projects Ranking List - Working Spreadsheet 02.05.2025.xlsx](#)

12. COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal Long Range Update \(02.12.25\).SGS.docx](#)

- 12.B *Commissioner's Priorities and the Project Status Report.*

Laurie Hurner, County Administrator

There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

- 14.A *Notification of modified Interim Construction Inspector/Project Manager position under Engineering.*

JD Langford, P.E., Assistant County Administrator

There is no fiscal impact.

14.B *Board payables from February 18, 2025, through March 3, 2025*

15. **ADJOURN**

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov/

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Supervisor of Elections Karen Healy

SUBJECT/TITLE: Notification of polling locations for the City of Sebring Election on March 11, 2025

STATEMENT OF ISSUE

The City of Sebring Election is scheduled for March 11, 2025, and the following polling locations will be open: Precinct 7 & 11S are located at the Sebring Elks Lodge at 2618 Kenilworth Boulevard Precinct 8 & 15S are located at the Jack Stroup Civic Center, 355 W. Center Avenue Precinct 9 is located at the Boys & Girls Club, 111 N. Martin Luther King, Jr. Boulevard Precinct 10 is located at the Sebring Recreation Club, 333 Pomegranate Avenue

RECOMMENDED ACTION

No action necessary.

FISCAL IMPACT

No fiscal impact.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Feeding Tampa Bay's Chief Executive Officer Thomas Mantz

SUBJECT/TITLE: Presentation of Feeding Tampa Bay's Annual Report highlights

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Highlands County Presentation 2_18_25_.pdf](#)

Feeding Tampa Bay Annual Report

We build people focused solution

Thomas Mantz,
President & CEO

February 18, 2025

Who We Serve

We serve 1 million people in the 10-county service area.

46% or 8.8 million of Florida households fall below ALICE threshold.

16% of Florida's children live in poverty.

Highlands County:

- per capita income: \$32,982
- families living in poverty: 18.6%
- persons without health insurance (under 65): 19.1%
- veteran population: 9,508

Our Investment

Countywide numbers:

- **1,997,387 meals** to the community
- **11** partners
- **13** nutrition education classes
- **\$5.4 million** in economic output through Freshforce (workforce program)

What's Next

Expansion of Services

- Food
 - Investment in food access, nutrition services and education
 - expansion of Healthy Pantry Network
- Programs
 - Expansion of social services within community partner infrastructure

Capacity Building

- Agency partner infrastructure investment
- Disaster recovery funding for agency partners and community at large

Future Regional Collaboration

QUESTIONS?

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Casey Hartt, Lead Marketing Consultant

**SUBJECT/TITLE: Tourist Development Council (TDC) End of Year Update to the
Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

Casey Hartt, Lead Marketing Consultant, to give a brief presentation and provide an update on the Tourist Development Council's accomplishments of 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: [2.18.25 BOCC presentation.pdf](#)



**Destination Development & Budget Update
February 18, 2025**

THE WORK OF A DESTINATION ORGANIZATION

1. VISIT

If you built a place where people want to visit, then you have built a place where people want to live.

2. LIVE

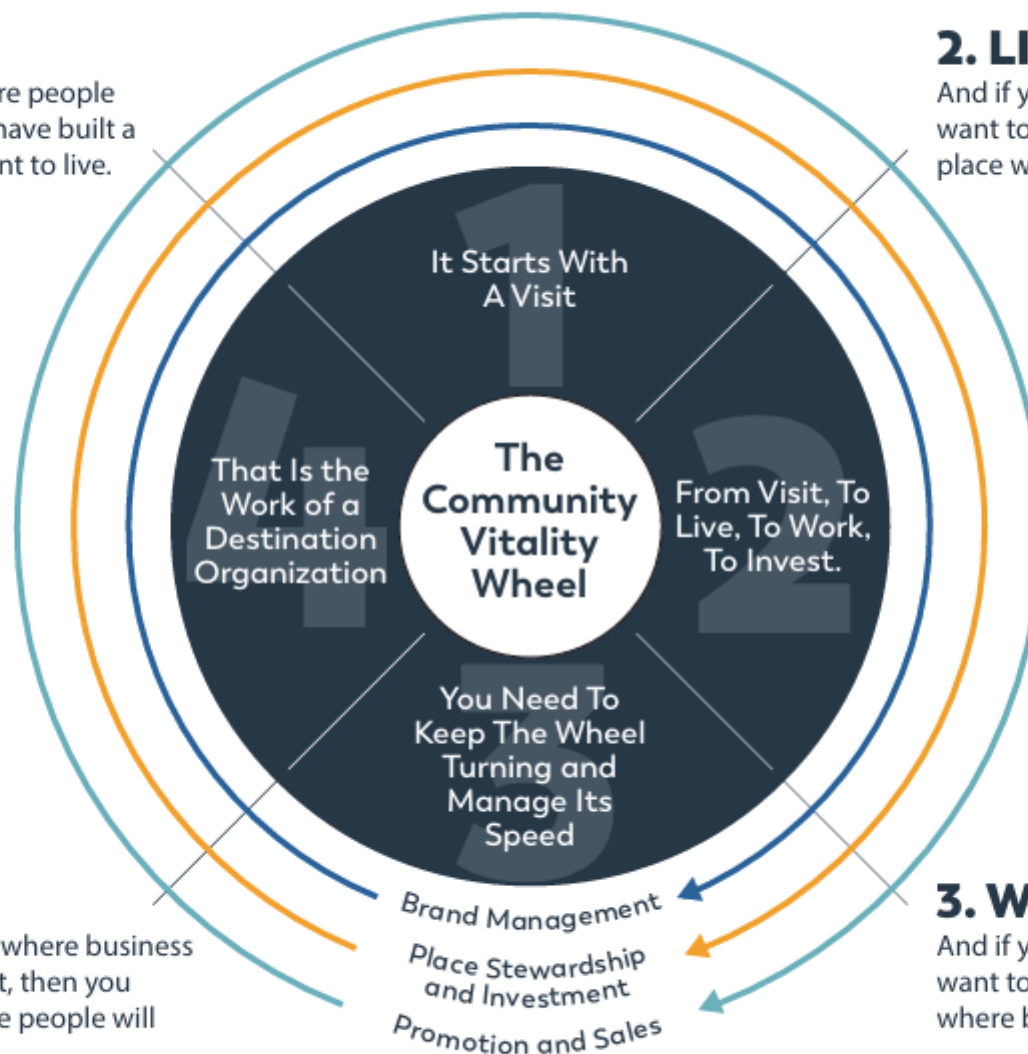
And if you built a place where people want to live, then you have built a place where people want to work.

4. INVEST

And if you built a place where business and residents will invest, then you have built a place where people will want to visit.

3. WORK

And if you built a place where people want to work, then you have built a place where business and residents will invest.

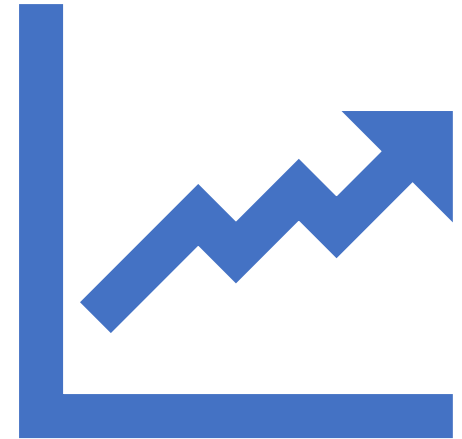


2023-2024 Budget vs Actuals *As of 9.30.24

	Approved Budget	Earmarked/Spent	Balance Remaining
Advertising/SEO/SEM/ Website	467,000	387,971	79,029
Promotions/PR	50,000	39,075	10,925
Sports Marketing	78,000	78,000	0
Visitor Services	20,000	19,888	112
Industry Relations	10,000	9,782	218
Event Grants	500,000	Awarded: 551,275 Actual/reimbursed: 404,525	95,475
Special Projects	130,000	137,222	-7,222
FSF Income (Estimated)	(+15,000)		+3,327
TOTAL	\$1,270,000	Awarded: \$1,223,213 Actual: \$1,076,463	+\$181,864

Data, Trends & Observations

- Year to Date: Sept. 2024 vs Sept. 2023
 - Occupancy demand up 6.5%
 - Revenue up 7.9%
- *Two major hotels do not report*
- Overnight trips were up 1.2% YOY
- Visit nights were up 0.8% YOY



- Building off the opportunity of HGTV's Home Town Takeover with all media outreach
- Society for American Travel Writers (SATW)
 - Fifteen 1:1 media appointments, leading to potential stories and FAM trips in the upcoming year
- Two Tampa TV appearances & two radio interviews for Caladium Festival.
- Total caladium promotion by Visit Sebring:
 - 68 pieces of media coverage; 508,000 estimated views, 121 million estimated audience

Public Relations Update/Much PR



Caladium Festival returns to Lake Placid

Public Relations Update/VISIT FLORIDA

- Canada Winter Campaign- Partnered with St. Joseph Communications spotlighting Florida's hidden gems via a [digital hub](#) on Chatelaine, with 4 native articles that live on [Chatelaine](#), [Chatelaine \(French\)](#), Toronto Life and [HELLO! Canada](#), all featuring [Sebring](#). The campaign ran from February 15-April 11 and was supported with social posts, digital ads and an online contest, including a giveaway to Sebring, a four-night stay at Inn on The Lakes, a gift card to Chicanes Restaurant and admission to Highlands Hammock State Park.
- Hosted Canadian Chatelaine Editor Maureen Halushak on an individual press trip (IPT) for St. Joseph Communication's Winter Campaign
- Visit Sebring was selected to participate in VISIT FLORIDA's Domestic Media Mission to New York City
- Hosted German Journalist Karl Kaltnegger - individual press trip (IPT)

HELLO!

CELEBRITIES ▾ ROYALTY ▾ U.S. FASHION ▾ LIFESTYLE ▾ BEAUTY ▾ ENTERTAINMENT ▾

16 hidden gems that make Florida a memorable vacation destination

Bragging rights are yours when you eat, stay or play at these unique spots across the Sunshine State.



VF re-reported and restructured two Highlands County city pages to be more helpful, useful:

- VISIT

FLORIDA

BEACHESPLACES TO GO

THINGS TO DO

DEALS

MORE

SHARE
- Lake Placid
- [Lake Placid](#), situated near the center of Florida between [Sarasota](#) and [Fort Pierce](#), is a picturesque small town boasting [27 freshwater lakes](#), [nearly 50 outdoor murals](#), and a bustling downtown of [boutique shops and diverse restaurants](#).

Known as the [Caladium Capital of the World](#), Lake Placid is where nearly all of the world's caladiums are grown, a fact that is celebrated during the town's annual [Caladium Festival](#), a multi-day event that includes a car and bike show, art competitions, entertainment, and more.

Lake Placid offers a plethora of outdoor adventures, from [fishing](#) and boating on its many [lakes](#), including 28,000-acre [Lake Istokpoga](#), to exploring the [hiking trails](#) at [Lake June-in-Winter Scrub Preserve State Park](#), which is home to the endemic [Florida scrub-jay](#), as well as other rare plants and animals. [Highlands Hammock State Park](#), a quick 30-minute drive from Lake Placid in nearby [Sebring](#), offers the chance to see more rare and endemic species than any other state park in Florida. There, visitors can stroll the elevated boardwalk, [bike](#), [hike](#), or take a [narrated tram tour](#) of the park.

In downtown Lake Placid, visitors can see colorful [murals](#), visit boutique [shops and restaurants](#), check out the [Lake Placid Historical Society Depot Museum](#), and on Saturday mornings, buy plants, local goods, and fresh produce at the [Lake Placid Farmers Market](#).

Plan your trip at [Visit Sebring](#).
- Lake Placid Weather

90°F
scattered clouds

Tue

90°F
77°F

Wed

91°F
77°F

Thu

93°F
77°F

Fri

95°F
77°F

Sat

91°F
77°F
- Quick Facts

Freshwater lakes and downtown murals

Nearest Airport
- PLAN YOUR VISIT

Sports Tourism & Facility Development

2023-2024 Sports Tourism Events

- 29 recruited sports tourism events
- 15,000+ room nights
- \$16.2 million in economic impact

Facility Development

- Indoor facility development
- Evaluation and enhancements at “tournament friendly” venues
- Enhancements at current Sports Complex
- Possible third-party management at Sports Complex

Water-Based Experience Grant Program

Shellie Phelps Visit ~Wetumpka, AL

- Shellie hosted four stakeholder meetings and served as Keynote Speaker at Tourism Luncheon
- "Success is relational." Visitors do not see city lines.
- Coordinate on regional tourism efforts for maximum ripple effect.
- "Your job is to make them [tourists] fall in love with you, so they come back. You must figure out how to create sustainable tourism and make these people love this place."
- "HGTV is going to bring them here, but you need to know who you are and have positive branding and be secure, cohesive, and consistent so they want to come back."



Getting Ready for HGTV

1. Collateral Materials
 1. Digital maps – CRA & TDC
 2. Printed maps - CRA
 3. 2025 Visitor Guide w/HGTV insert - TDC
 4. Printed county map - three Chambers
2. Kiosks in all three downtowns - TDC
3. Websites: HGTV dedicated web pages – TDC & CRA
4. Customer Service: Hospitality training – SFSC, TDC & CRA
5. Media/influencers: Much PR (TDC) & VISIT FLORIDA
6. Marketing Campaign
 1. Madden Media (TDC): Circle Campaign
7. Print postcards of our three postcard murals - TDC
8. Hashtags, QR codes, signage & Bandwango pass – TDC & CRA
9. Town Open Houses/Community caravan – Each town leadership (Sebring, LP, AP) visit each other, communicate, knows what is going on in each city. Sebring Mayor John Shoop
10. Coordinate bus tours - VISIT FLORIDA & Shellie Phelps/Chambers





What is Next?

Make time spent here, whether visiting, living, or working, more valuable to all.



Leadership

Facility planning & development, how our destination is perceived, how to leverage opportunities & overcome challenges



Stewardship

Product development, pilot programs, resource management & education



Development

Use community engagement and new product development to create a more valuable place for everyone.



Experience

Tourism marketing is no longer just advertising, websites and hotel occupancy. Successful destinations are focused on more.

Q1: Public Relations Update/Much PR

- Continue building off the opportunity of HGTV's Hometown Takeover with all media outreach
 - Much PR participates in ongoing calls
- In conjunction with VISIT FLORIDA, TDC staff worked with local tourism partners to develop a 3-day itinerary for two German media in January
- Coordinated with the destination in hosting Fred Altvater (golf media) in January
- Much PR prepared and attended the International Media Marketplace (IMM) in January 2025 in NYC.
- Help host the International Network of Golf (ING) fall conference. ING are golf media from throughout the U.S.



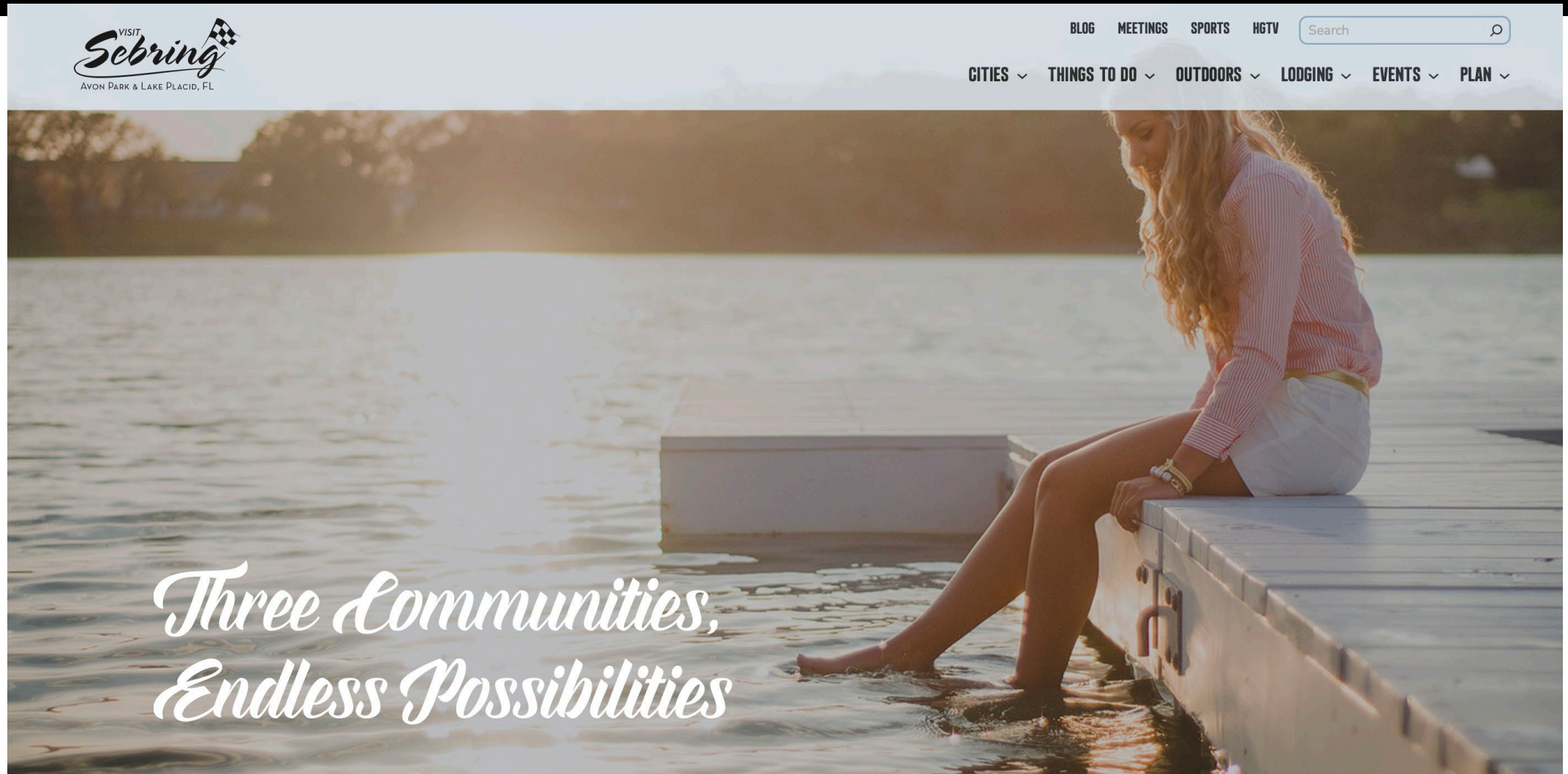
International Media Marketplace (IMM) in NYC. This is the largest media marketplace in America. This is the first time Visit Sebring is attending due to the HGTV show coming soon, which is providing a way for us to get the attention of many high-level media.

International Media Marketplace

- Tampa Bay – Fox 13
- CNN Travel (based in London)
- AAA Publications
- Former Nat Geo editor based in DC who now freelances for top outlets
- Miami Herald Travel Writer
- Good Housekeeping
 - They own HGTV Magazine
- French writer based in Quebec
- Several freelance travel writers



New Website thanks to Madden Media



*Three Communities,
Endless Possibilities*

Have Three Times the Fun in Sebring

Stakeholder Outreach, Meetings & Events

- **Tourism development does not happen over night**
- **Relational process**
- **Nature/Ecotourism Stakeholders**
- **Hotel Meetings**
- **Parks & Facilities** – Ongoing meeting re: current Sports Complex
- **HGTV** – Regular calls and ongoing meetings
- **Airstream Ventures** – Group calls at least 1x/month
- **Madden Media – Monthly calls**
 - Digital marketing, Visitor Guide re-design, website re-design
- **Monthly Highlands County Tourism Column**
 - Highlands News Sun & Destinations Florida Newsletter
- Ongoing meetings with stakeholders re: **Facility Development**
- **County Welcome Monument Re-design** moving forward



2024-2025 Budget to Date*_{As of 1.21.25}

	Approved Budget	Earmarked/Spent	Balance Remaining
Advertising/SEO/SEM/ Website	525,000	256,552	268,448
Experience Enhancement (Water-based Grant)	50,000	0	50,000
Promotions/PR	65,000	39,723.50	25,276.50
Sports Marketing	82,000	81,000	1,000
Visitor Services	40,000	0	40,000
Industry Relations	20,000	5,953	14,047
Event Grants	575,000	194,200	380,800
Special Projects	63,000		63,000
FSF Income	(+20,000) Not included in total below		
TOTAL	1,420,000	577,428.50	842,571.50

Tourism Award Winners

- **Hotel Service Champion:** Sophie Holland, Inn on the Lakes
- **Attractions Service Champion:** Randee Baker, Wet Dog Brewing
- **Restaurant Service Champion:** Cindy Pollaro, The 301 & Sugar Sand Distillery
- **Sports Champion:** Sebring Youth Baseball for Dixie Youth Baseball State Tournaments
- **Rising Star Champions:** Chris and Robert Adams, Sebring Soap Co.
- **Innovation Champion :** Kristie Vazquez, Sebring Community Development Agency (CRA)
- **Volunteer Champion:** Bob Hoffman, Alan Jay Wildstein Center
- **Humanitarian Champion:** Kristen Smoyer, Lake June Pontoons

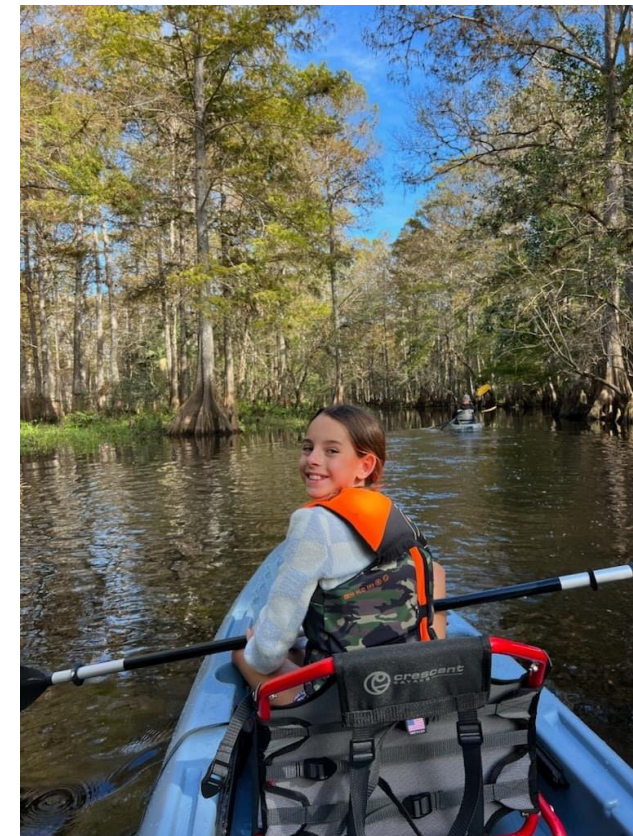


Nominate for Tourism Awards

Deadline:
March 10

- **Hotel Service Champion**
- **Attractions Service Champion**
- **Restaurant Service Champion**
- **Sports Tourism Champion**
- **Rising Star Champions**
- **Tourism Innovation Champion**
- **Volunteer Tourism Champion**
- **Humanitarian Champion**





“This is not just about tourism dollars. This is about forever changing our community for future generations.”

Any Questions?
Casey@VisitSebring.com

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Dawn Ritter, Natural Resource Manager

SUBJECT/TITLE: Request approval of the construction contract between Highlands County Board of County Commissioner and Douglas N. Higgins, Inc for the Lake June-in-Winter Catfish Creek Best Management Practices, Project #21062.

STATEMENT OF ISSUE

The Highlands County Board of County Commissioners approved a cooperative funding agreement with Southwest Florida Water Management District (SWFWMD) January 18, 2022, for the Lake June-in-Winter Catfish Creek Best Management Practices (BMPs) project. The overall project and partnership with SWFWMD started in 2017 to include evaluating water quality impacts, identify stormwater improvement BMPs, and natural system restoration projects in the Lake June-in-Winter watershed. Studies first established areas of highest nutrient loads into the lake, the watershed information and analysis, suggested BMPs to implement, and finally the current phase, the implementation phase, in which our Board suggested the best two (2) BMPs continue construction. Douglas N. Higgins, Inc., will be constructing five (5) wetland islands and placement of one (1) baffle box in culvert to improve water quality in Lake June-in-Winter in the contracted amount of \$366,375.50. Once project is completed and approved by all entities, a total of \$195,000 will be reimbursed by SWFWMD to the County.

RECOMMENDED ACTION

Move to approve the construction contract between Highlands County Board of County Commissioner and Douglas N. Higgins, Inc for the Lake June-in-Winter Catfish Creek Best Management Practices, Project #21062.

FISCAL IMPACT

The fiscal impact of \$366,375.50 is included in the current budget in cost center 6303 (Natural Resources), Project #21062 (Lake June-in-Winter Catfish Creek Best Management Practices).

Attachments: [Douglas Higgins Legal Agreement Contractor Signed.pdf](#)

HIGHLANDS COUNTY STANDARD CONSTRUCTION AGREEMENT

This Standard Construction Agreement (hereinafter referred to as the "Agreement") is made by and between Highlands County, Florida (hereinafter referred to as the "Owner") and Douglas N. Higgins, Inc. (hereinafter referred to as the "Contractor") for construction services for Lake June-in-Winter Best Management Practices (BMP's) for Catfish Creek-Floating Islands and Baffle Box Construction, Highlands County Project No. 21062 (hereinafter referred to as the "Project").

WITNESSETH:

WHEREAS, Highlands County issued a formal solicitation under ITB#24-020-KSB, for completion of the Project ("ITB"); and

WHEREAS, the Contractor submitted the lowest, most responsible bid for performance of the Project, in conformance with the ITB and all applicable federal, state, and local rules and regulations; and

NOW, THEREFORE, in consideration of the terms and conditions, as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE - 1.00 CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Contractor accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Contractor covenants with the Owner to furnish its skill and judgment and to cooperate with the Owner, Owner's employees, consultants, and other contractors, in furthering the interests of the Owner. Contractor agrees to furnish efficient business administration and superintendence and use its efforts to complete the Project in the most expeditious and economical manner, consistent with the interest of the Owner.

1.01 The Construction Team

The Owner, County Contact Person, Engineer, and Contractor, called the "Construction Team", shall work jointly through Final Construction Completion and shall be available thereafter should additional services be required related to the Project. The Engineer and the Contractor shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Contractor shall copy the Owner on all correspondence sent to or received from the Engineer or any other of the Owner's contractors or consultants to which the Owner was not copied.

The specific representatives of the Construction Team are set forth in **Exhibit "A"** attached hereto.

1.02 Extent of Agreement

This Agreement between the Owner and the Contractor is for construction of the Project and shall

supersede any prior negotiations, representations or agreements, oral or written.

1.03 Definitions

The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

1. Application for Payment – Contractor’s monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Construction Documents. The Application for Payment shall accurately reflect the progress of the Work of the Project and shall be itemized based on the Schedule of Values, and bears the notarized signature of the Contractor.
2. Change Order - A written order agreed to by the Contractor approved by the County Contact Person and the Architect, and authorized by the Owner, or a written order issued by the Architect and approved by the Owner and the Contractor after execution of this Agreement, authorizing a change in the Project or an adjustment in the Contract Sum or time frames in this Agreement.
3. Construction Documents - This Agreement, the construction Drawings and Specifications for the “LAKE JUNE-IN-WINTER BEST MANAGEMENT PRACTICES (BMP’S) FOR CATFISH CREEK FLOATING ISLANDS AND BAFFLE BOX CONSTRUCTION, Highlands County Project No, 21062”, dated June 2023, consisting of ten (10) sheets, any related modification documents, and any other documents incorporated herein by reference, including but not limited to the Technical Specifications attached hereto as **Exhibit “B”**, the Resource Benefit Calculations attached hereto as **Exhibit “C”**.
4. Contractor - The Contractor is the person(s) or entity identified as such in this Agreement.
5. County Contact Person - The County Contact Person is the County staff person(s) designated to represent the Owner and provide direct interface with the Contractor and the Engineer with respect to the Owner’s responsibilities.
6. Engineer - The Engineer is the person(s) or entity identified as such in this Agreement.
7. Final Completion - The following items have been completed or satisfied:
 - a. Construction of the Project is totally complete, including all work on the Construction Documents and certified as such by the Owner and Engineer.
 - b. The Project is suitable for full use and occupancy as determined by the Owner and Engineer.

- c. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
 - d. As built plans have been accepted and all other permits and approvals required have been legally and validly issued.
 - e. Final executed Releases of Lien have been delivered to the Owner by Contractor.
8. General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.
 9. Notice to Proceed – The notice given by the Owner to the Contractor stating that the Project Site is available to the Contractor and directing the Contractor commence construction of the Project.
 10. Owner - Highlands County, a political subdivision of the State of Florida.
 11. Plans - Any and all drawings that may be furnished or approved by the Owner during the progress of the Project.
 12. Pre-construction Conference - Prior to the Specified Date of Commencement, the Construction Team shall meet to ensure that the Construction Documents are complete, the necessary documents have been exchanged, the necessary designations have been made, and to otherwise discuss the expectations of the Construction Team members.
 13. Project - The Project is the total Work to be performed under this Agreement. The Project consists of the construction of the Lake June-in-Winter BMP's for Catfish Creek-Floating Islands and Baffle Box Construction as presented in the Plans.
 14. Project Materials - Materials prepared by or at the direction of the Engineer that may include but are not limited to the following items: the schedules, notes, details, bidding requirements, bidding forms, general requirements, general conditions, supplementary conditions.
 15. Punch List – List of items of work to be completed for the Project and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.
 16. Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the work of the Project will be judged.
 17. Subcontractor - A Subcontractor shall also include a sub-subcontractor and is a

person or entity with a direct or indirect contract with the Contractor to perform any of the work on the Project.

18. Surety - The corporate body which is bound with and for the Contractor and which engages to be responsible for payment of all debts pertaining to, and for acceptable performance of the Work on the Project in accordance with this Agreement.
19. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, a Sub-subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work of the Project and as required by the Construction Documents.
20. Specifications - The directions, provisions, and requirements contained in the Construction Documents or other materials for the Project together with all written agreements made, or to be made, pertaining to the method and manner of performing the Work, or the quantities and qualities of material and which are to be furnished for the Project.
21. Specified Date of Commencement - The date established to commence work on the Project in the Notice to Proceed.
22. Substantial Completion Date - The date, certified by the Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents, so that the Owner can conduct a substantial completion inspection. Prior to the substantial completion inspection, the Contractor shall issue a Punch List of incomplete items. After the substantial completion inspection, the Contractor shall supplement the Punch List at the request of either Owner and/or the Architect and prepare a schedule of the completion of all Punch List items.
23. Work – The Work described and depicted in the Construction Documents.

ARTICLE - 2.00 CONTRACTOR SERVICES AND RESPONSIBILITIES

2.01 Basic Services and Responsibilities

The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described and specified herein shall not be deemed to be comprehensive, having the effect of excluding services not specifically listed.

1. Review Construction Documents and bring discrepancies, errors, and omissions to the attention of the Engineer and County Contact Person.
2. Acquaint subcontractors and sub-subcontractors, if any, with the Project Schedule and stress items of work and materials that are critical to the Project.
3. Discuss the schedule of work with potential subcontractors before awarding any

subcontracts and review each potential subcontractor's submission and qualifications with regard to the ability of each to perform the work in a good and workmanlike manner and to complete the work in the time required under this Agreement.

4. Require Subcontractors as a term of their respective Subcontracts to agree to meet the Project schedule which applies to each of them.

5. If applicable, advise the Engineer and County Contact Person of the separation of the Project into subcontracts for various categories of work and provide a schedule of work coordination and assignment for proper completion of the Project.

6. Provide administrative, management, supervision, and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the Construction Team to complete the Project. Provide sufficient organization, personnel, management, and supervision to carry out the requirements of the Project.

7. Provide cash flow forecast report and updates as needed for the Contract Sum and incorporate any approved changes as they occur.

8. Maintain cost accounting records on authorized Work performed under unit costs, any additional Work performed on the basis of actual costs of labor and materials, all other Work requiring accounting records, and allowance costs for materials and any associated labor.

9. Provide a safety program prior to starting construction on the Project.

10. Be responsible for construction means, methods, techniques, sequences, and procedures employed by it and Subcontractors in the performance of the work in accordance with this Agreement and for the failure of it or of any Subcontractor to carry out work in accordance with the requirements of this Agreement. Consult with the Engineer and County Contact Person for interpretations of the meaning and intent of the Plans and Specifications. The Engineer will be the interpreter of the requirements of the Plans and Specifications and the judge of the performance of the Contractor.

11. Provide the Owner, Engineer, and the County Contact Person with access to the Project site at all times wherever it is in preparation and progress. The Contractor shall provide facilities for such reasonable access so the Engineer and the County Contact Person may perform their functions under the Construction Documents.

12. Receive, review, and approve all Samples and other submittals from the Subcontractors. Compare any submittals with information contained in the Project related Plans and Specifications and transmit approved submittals to the Engineer. Samples will be provided by the Contractor to the Engineer for final approval. Thereafter, approved Samples will be maintained by the Contractor.

13. The Contractor shall maintain at the site for the Owner one record copy of all Project Materials, Shop Drawings, Plans, Specifications, Addenda, Change Orders, and other

Modifications, in good order and marked regularly to record all changes made during construction. These shall be available to the Engineer and County Contact Person during the Project and upon completion of the Project shall be delivered to the Engineer for review. The Engineer shall then deliver them to the County Contact Person for the Owner.

2.02 Permits and Fees

The Contractor shall obtain and pay for permits legally required for the proper execution and completion of the Project unless otherwise specified in the ITB (Invitation to Bid No. 24-020-KSB).

2.03 Supervision of Work

1. The Contractor must be personally present at the job site at all times during completion of Work on the Project or have a responsible agent present who has been designated by the Contractor in writing to the Engineer prior to beginning Work on the Project. Any such agent shall have full authority to act for the Contractor in all cases, and to carry out any instructions relative to the Project which may be given by the Engineer. The Contractor may, during the course of the Project, change the designated site agent by written notice to the Engineer and Owner.

2. The Contractor shall have a responsible person available near the work site on a 24-hour basis, seven days a week, in order that he or she may be contacted in case of emergencies.

3. The Contractor shall see that its activities and the activities of its Subcontractors shall meet any applicable noise abatement performance standards for dewatering pumps, air compressors and other construction equipment as set forth in the Highlands County Noise Ordinance.

4. In an effort to reduce utility conflicts, the Contractor shall be solely responsible for locating all storm water drainage structures, piping, and equipment in relation to existing utilities. Contractor is responsible for locating any and all underground utilities affected by the Work.

5. Quality Control – The Contractor shall assure quality control of the construction of the Project. The Contractor shall supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Plans and Specifications and the Contractor shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as not to affect the efficient progress of the Work of the Project. Should disagreement occur between the Contractor and Engineer over acceptability of Work of the Project and conformance with the requirements of the Specifications and Plans, the Owner shall be the final judge of performance and acceptability.

6. Subcontractor Interfacing – The Contractor shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives. The Contractor shall negotiate all Change Orders, field orders and requests for proposal, with all affected Subcontractors, and shall review the costs of those proposals and advise the Owner and Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of any Change Order from the Owner. Before any Work begins on any Change Order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the

Contractor shall act immediately to remove the threat to health and safety. The Contractor shall carefully review all shop drawings and forward the same to the Engineer for review and action. The Engineer shall transmit them back to the Contractor who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Engineer via the Owner to make interpretations of the Drawings or Specifications requested of the Contractor by the Subcontractors and shall maintain a suspense control system to promote timely response. The Contractor shall advise the Owner and Engineer when timely response is not occurring on any of the above.

7. Upon completion of all required Work under this Agreement, the Contractor shall be responsible for having a professional land surveyor, licensed in the State of Florida, submit a set of signed and sealed Record Drawings (As-Built) to the Owner, which reflect any and all changes, as well as existing conditions.

2.04 Shop Drawings, Product Data and Sample

1. The Contractor shall review, approve, and submit, with reasonable promptness and in such sequence as to cause no delay in the Project, all Shop Drawings, Project Materials and Samples required by the Construction Documents.

2. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Construction Documents unless the Contractor has specifically informed the Engineer and Owner in writing of such deviation and the Engineer and Owner have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions related to deviations by virtue of the Engineer's approval thereof.

3. No portion of the Project requiring submission of a Shop Drawing, product data or Samples shall be commenced until the submittal has been approved by the Engineer.

2.05 Use of Site

1. The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Construction Documents, and shall not unreasonably encumber the site with any materials or equipment.

2. The Contractor shall confine its equipment, apparatus, the storage of materials and the operation of its workmen to the limits indicated by law, ordinances, permits, or direction of the Engineer, and shall not unreasonably encumber the premises or private property outside of the limits of the Project or permissions secured therefore.

2.06 Cleaning Up

Upon completion of the Project and before acceptance and final payment is made, the Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the Project, and shall leave the Project area in a neat and presentable condition. If the Contractor fails to clean up at the completion of the Project, the Owner may do so and the cost thereof shall be charged to the Contractor.

2.07 Protection of Project

Until the acceptance of the Project by the Owner, the Project site shall be under the control and care of the Contractor, and the Contractor shall take every necessary precaution against injury or damage to any part thereof or from any other cause whatsoever, arising from the execution or non-execution of the work on the Project. The Contractor shall rebuild, repair, and make good, at its own expense all damage to any portion of the Project area or surrounding area caused by any act or omission of the Contractor before Project completion and acceptance by the Owner.

2.08 Project Schedule Using Microsoft Excel Format

1. Within ten (10) days of the County Contact's approval, but no later than at the Pre-Construction Conference, the Contractor shall submit a Project Schedule for the Project. The Contractor's Project Schedule shall consist of the parameters as described herein. In preparing this system, the scheduling of the construction is the responsibility of the Contractor.

2. The Contractor acknowledges and agrees that its Project Schedule must be flexible in order to accommodate and allow for coordination with operations of the Owner and the Work of separate contractors relating to the Project. Contractor agrees to hold meetings with the Owner and separate contractors to resolve any conflicts and to revise its Project Schedule as reasonably required. Activities or events where the contractors are dependent on each other shall be identified and reflected in the Project Schedule.

3. The Contractor shall utilize Microsoft Excel software for scheduling.

- a. The format of the schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the systems software, as outlined below.
- b. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 11 inches by 17 inches with title block on each sheet, unless otherwise approved by the Engineer.
- c. The computer-generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing the prior month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:
 - Predecessor and successor activity numbers
 - Activity description
 - Original duration of activity (work days)
 - Early start date
 - Early finish date
 - Actual start date
 - Actual finish date
 - Total float (work days)
 - Percentage of activity completed
 - Station number identifying the area in the project for each activity.

- An example of station numbers might be Sta. 15 + 00 to Sta. 90 + 00
- Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the Contractor directly
- Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etc.

4. All schedule submittals including revisions and updates shall be electronically submitted, both in pdf format and the scheduling software format.

5. Required Reports: The following reports are to be furnished by the Contractor with each required submission including updates:

- a. Schedule Report listing the current status of all activities sorted by the activity number
- b. Total Float Report listing all uncompleted activities sorted first by the total float then by early start date
- c. Successor/Predecessor Report
- d. A time scaled logic diagram
- e. Early Start Report listing all activities sorted by early start then early finish
- f. Area Report listing activities within specific areas sorted by area, early start, and then early finish.

6. Once the Project Schedule has been reviewed and accepted, it shall then be used by the Contractor for planning, organizing, and directing the work of the Project, reporting progress, demonstrating the impact of changes, and requesting payment for work accomplished. If the Contractor thereafter desires to make changes to activity data or the schedule logic or to add or delete activities other than the routine changes made monthly to update progress, the Engineer and Owner shall be notified in writing prior to the next schedule update, stating the reasons for the changes. If the Engineer considers these changes to be major in nature, the Contractor may be required to submit reviewed, time-scaled network logic diagrams, required reports and other data for review by the Engineer at no cost. A change is considered major in nature if it is not readily apparent that the change could have no effect in the projected completion date for all or any portion of the Project.

As a condition precedent to processing the monthly progress payment, the Contractor shall submit an acceptable schedule update. The Contractor shall make entries on the preceding schedule report to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated duration (in work days) required to complete each activity started but not yet completed, to indicate the percentage of the activity's cost payable to the Contractor and to reflect any changes in the network diagrams. Change Orders shall be shown on the updated report. The Contractor shall submit a narrative describing the major items of progress and the changes to the Project Schedule. Contract sums shall be evaluated on the basis of projected completion date relative to the contractual completion date.

2.09 Public Construction Bond

The Contractor shall, prior to the commencement of the Project, provide a Public Construction Bond to the Owner for the benefit of the Owner in amount equal to the Contract Sum plus Change Orders with a Surety, and in the form, acceptable to the Owner. If Change Orders occur to increase the Contract Sum, the amount of the bond must be increased to the new Contract Sum at or before the time the new Change Order becomes effective.

2.10 Stormwater Pollution Prevention Plan (SWPPP)

The Contractor is responsible for submitting the Notice of Intent (NOI) and the Stormwater Pollution Prevention Plan (SWPPP) to the Florida Department of Environmental Protection. A copy of the required application is available online at <http://www.dot.state.fl.us/specificationoffice/DEEPPermit.pdf>. The Contractor shall submit a copy of the NOI and the SWPPP at the pre-construction conference for review. The Contractor will be required to have all erosion control devices in place prior to commencing other work. Costs associated with the Notice of Intent and SWPPP are the responsibility of the Contractor. Contractor shall provide the project manager with a copy of the notice of intent (NOI) and the approved storm water pollution prevention plan (SWP3) in compliance with the Florida Department of Environmental Protection and Highlands County Division of Natural Resources-NPDES program guidelines and criteria prior to the start of construction. Contractor shall be responsible for the fees listed below: CGP Permit (1 – 5 acres): \$250.00 MSGP permit (5+ acres): \$500.00 All pollution prevention control measures shall be inspected weekly and after any rainfall event(s) greater than ½ inch in a 24-hour period. All pollution prevention control measures shall be maintained in proper working order. All repairs shall be initiated immediately, but no later than twenty-four (24) hours after discovery. All pollution prevention control measures shall be maintained during construction and until all disturbed areas have been suitably stabilized. All sodding on slopes greater than 2.5(h):1(v) shall be staked in place.

2.11 Dewatering permitting and operation

The Contractor is responsible for dewatering permitting and operation. Costs associated with the dewatering are the responsibility of the Contractor.

2.12 Signage

The Contractor shall construct informational project signs at each project location recognizing the Southwest Florida Water Management District as the funding entity. The contractor shall submit signage details to Highlands County in accordance with local sign ordinances that specify the sign form, content, and location. The County will gain written approval from the Southwest Florida Water Management District before providing sign approval and installation at each project site. Payment for the project signs shall be included in General Conditions pay item for the Baffle Box and Floating Treatment Wetlands.

2.12 Coordination and cooperation

Coordination and cooperation are required with the adjacent Placid Lakes Golf Course operation while working on the Project area.

ARTICLE - 3.00 **COMMENCEMENT, TIME, AND SUBSTANTIAL COMPLETION**

3.01 **Duration Days**

The Work to be performed under this Contract shall commence on the Specified Date of Commencement and, subject to authorized adjustments, Substantial Completion shall be achieved no later than two hundred fifteen (215) consecutive calendar days after the Specified Date of Commencement. Final Completion shall be achieved not later than two hundred forty-five (245) consecutive calendar days after the Specified Date of Commencement.

Contractor achieving Final Completion prior to two hundred forty-five (245) consecutive calendar days after the Specified Date of Commencement, shall not be the basis for any claim for additional compensation by Contractor.

3.02 **Time**

Time is of the essence with respect to each referenced time frame in this Agreement and/or the Construction Documents and failure to perform timely will constitute a material breach of contract.

3.03 **Start**

The Contractor shall begin the work on the Specified Date of Commencement as set forth in the Notice to Proceed issued for the Project.

3.04 **Delays**

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by changes ordered in the Work, or by labor disputes not caused by the Contractor, or beyond the Contractor's control, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, unforeseen soil, subsurface, or other such conditions, or by delay authorized by the Owner, or by any other cause not the fault of the Contractor which the Engineer determines may justify the delay, then the duration of the Project shall be extended by Change Order for a reasonable time. The Contractor shall provide written documentation to the Engineer with a narrative of the nature of the delay and the total number of delayed days. Notwithstanding any provision in the Construction Documents to the contrary, an extension of time shall be the Contractor's sole and exclusive remedy for damages, including by way of illustration and not limitation loss of profits, loss of use, home office overhead expenses, equipment rental and any and all other claims, including delays attributable to breach of contract or tort.

3.05 **Notice to Proceed**

The Notice to Proceed shall be issued within fifteen (15) days after the Pre-construction Conference held by the Construction Team. Following the issuance of the Notice to Proceed by the Owner, the Contractor shall begin the Project on the Specified Date of Commencement as set forth in the Notice to Proceed.

ARTICLE - 4.00 **CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work in the amount of Three Hundred Sixty-Six Thousand Three Hundred Seventy-Five Dollars and Zero Cents. (\$366,375.00),

subject to approved additions or deductions incurred during the progress of the Project and duly documented by Change Orders as provided for in the Construction Documents.

ARTICLE - 5.00 PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor to the Engineer with a copy to the County Contact Person, and Certificates for Payment issued by the Engineer pursuant to this Article, the Owner shall make progress payments on account of the Contract Sum. All such payments will be in accordance with Florida Statutes, section 218.70, Florida's Local Government Prompt Payment Act.

5.01 Schedule of Values and Work Schedule

Before submission of the first Application for Payment, the Contractor shall submit to the Engineer and Owner a Schedule of Values allocated to the various portions of the Project, prepared in such form, and supported by such data to substantiate its accuracy as the Engineer or Owner may require. This Schedule, unless objected to by the Owner or the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

5.02 Payment Application - Submittal and Disposition

By the twenty-fifth of each month, the Contractor will submit to the Engineer with a copy to the County Contact Person an Application for Payment completed, signed, and notarized by the Contractor covering the Work performed during the month covered by the Application for Payment and supported by such data as the Owner, Engineer, or the County Contact Person, may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner and the Engineer, as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The Engineer will within ten (10) days (excluding Saturdays, Sundays and holidays) after receipt of each Application for Payment do one of the following: 1) indicate in writing his approval of payment and present the Application for Payment together with a Certificate for Payment to the Owner; 2) submit to the Owner a Certificate for Payment for partial payment recommending payment by the Owner of such other amounts as the Engineer shall consider is due the Contractor, informing the Contractor, the Owner and the Engineer of the reason for his recommendation; or 3) return the Application for Payment to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter two instances, the Contractor may make the necessary corrections and resubmit the Application for Payment. The Owner will within ten (10) days of approval by the Engineer of an Application for Payment, pay the Contractor a progress payment on the basis of the Application for Payment.

5.03 Issuance of Certificate for Payment

The issuance of a Certificate for Payment by the Engineer will constitute a representation to the Owner, that the Project has progressed to the point indicated in the Construction Documents. Issuance of a Certificate for Payment does not constitute a waiver of the Owner's rights under any other term of this Agreement.

5.04 Retainage

Except as State Law otherwise provides, the Owner shall retain five percent (5%) of the amount

requested in each Application for Payment until Final Completion and acceptance of all Work covered by the Construction Documents. When the Project is Substantially Complete as set forth herein, the retained amount may be further reduced below five percent (5%) to only that amount necessary to assure completion as provided for in the Construction Documents. Owner reserves the right, in its sole discretion, to further reduce or release any portion of such retainage prior to final payment. Provided, however, nothing in this Section shall preclude or limit the Owner's right to withhold payment which is based on a claim, demand, or dispute, as otherwise permitted by the terms of this Agreement, or as permitted by law. The Owner shall also have the right to withhold additional retainage from progress payments upon receipt of updated schedules if any projected completion date is beyond the required completion date, pending receipt of an acceptable revised schedule showing completion within the contract time. This provision shall not apply if the services provided hereunder are paid for in whole or in part with federal funds, which subject the Owner to federal laws, regulations or requirements that are contrary to the terms and conditions hereof.

5.05 Payments Withheld

Engineer Declining to Issue Certificate for Payment. The Engineer may decline to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Contractor, County Contact Person, and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Engineer may decline to certify payment for including but not limited to:

1. defective work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or another contractor;
6. reasonable evidence that the work will not be completed within the Contract Time;
7. persistent failure to carry out the Work in accordance with the Construction Documents; or failure of Contractor to maintain records pursuant to the Construction Documents.

5.06 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the anticipated costs of project-related delays and inconveniences to Owner and the

public. Accordingly, in the event that the Contractor fails to complete the Project in the time allotted for completion under this Agreement, as modified by appropriate Change Order or extension, there will be due the Owner from the Contractor, as liquidated damages for delay (and not as a penalty), the daily charge per calendar day of One Thousand One Hundred Seventy Dollars (\$1,170.00), until the Work is completed and ready for final payment. Liquidated damages pursuant to this paragraph may, at the option of the Owner, be withheld from the Contract Sum to be paid to the Contractor or enforced as a claim, counterclaim, set-off, or defense, as appropriate. Any claim by Owner against Contractor for unpaid liquidated damages shall be paid by Contractor within thirty (30) days after the Owner's invoice for same is sent to Contractor.

Owner does not waive its right to liquidated damages under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

5.07 Inclusion of Materials and Equipment in Applications

Payments may be made on account of materials or equipment not incorporated in the Project but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall be responsible for proper storage of the material and for providing protection from loss of materials or any damage.

5.08 Liens

The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

5.09 Payments to Subcontractors

The Contractor shall be required to submit a completed certification of previous payment to subcontractors form with each Application for Payment. Failure to submit the required certification will result in the Application for Payment being rejected and returned to the Contractor.

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work less any back charges or other items specified in the agreement between the Contractor and Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner. Nothing hereby shall be deemed to make subcontractors, materialmen, or other suppliers of labor or materials to be parties to this contract, third party beneficiaries thereof, or create privity in any way with the Owner, either equitable or legal in nature.

The Owner shall not have any obligation to pay or to see to the payment of any fund to any Subcontractor or Sub-subcontractor secured by the Contractor.

5.10 Procedures for Final Completion Certificate for Payment

Following Final Completion of the Project, and the Engineer's issuance of the Certificate of Final Completion, the Contractor shall forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make any necessary evaluations, and will make necessary inspection. When the Engineer finds the Work acceptable under the Construction Documents and the Work fully performed, the Engineer will issue a Certificate for Payment which will approve the final payment due the Contractor.

5.11 Reject Work

The Engineer will have authority to reject Work which does not conform to the Construction Documents. Whenever, in the Engineer's opinion, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the Engineer will have authority to require special inspection or testing of the Work. The authority of the Engineer, or the Engineer's good faith determination to exercise or not exercise such authority shall not, however, give rise to a duty or responsibility of the Engineer, County Contact Person, Contractor, any subcontractor, or any of their agents or employees, or any other person performing any of the Work of the Project to exercise or not to exercise such authority.

ARTICLE - 6.00 OWNER'S RESPONSIBILITIES

6.01 Rights of Way and Easements

The Owner shall provide necessary rights of way or easements for the Project. Contractor does not have the authority to secure right of way or easements on behalf of the Owner.

6.02 Furnish Information

Information under the Owner's control shall be furnished to the Contractor upon request with reasonable promptness to avoid delay in the orderly progress of the Project.

ARTICLE - 7.00 INSURANCE

7.01 Contractor's Liability Insurance

1. The Contractor shall not commence any Work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any Work, nor shall the Contractor allow any subcontractor to commence Work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

2. The Contractor and any and all of its subcontractor(s) shall maintain the following types of insurance, with the respective minimum limits:

- a. AUTOMOBILE LIABILITY
One Million Dollars (\$1,000,000.00) Combined Single Limit
- b. GENERAL LIABILITY - One Million Dollars (\$1,000,000.00) any single occurrence;
 - 1) Damage to Rented Premises – Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 - 2) Medical Expense – Five Thousand Dollars (\$5,000.00) Any one person;
 - 3) Personal & Advertising Injury – One Million Dollars (\$1,000,000.00)
- c. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000.00);
- d. EXCESS/UMBRELLA COVERAGE – Five Million Dollars (\$5,000,000.00);
- e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000.00); and
- g. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each of its subcontractors to provide, adequate insurance, satisfactory to the Owner, for the protection of its employees not otherwise protected.

3. Certificates of Insurance: The Contractor shall provide the Highlands County Purchasing Department with a Certificate of Insurance evidencing such coverage for the duration of the Project. Said certificate shall be dated and show:

- a. The name of the insured Contractor,
- b. The specified job by name and job number,
- c. The name of the insurer,

- d. The number of the policy
 - e. The effective date
 - f. The termination date
 - g. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
4. County as Additional Insured: The Contractor shall name Highlands County as Additional Insured and Highlands County as certificate holder, to the extent of the service to be provided under the Agreement, on all required insurance policies, and provide Highlands County with proof of same.
 5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by Highlands County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.
 6. Loss Deductible Clause: Highlands County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy described herein. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
 7. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

7.02 Property Insurance

1. The Contractor shall purchase and maintain Builders Risk Insurance for all Work at the Project site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost shall affect and maintain similar property insurance for materials or other equipment for the Project which are stored off site or in transit for use as part of the Project or to be included in an Application for Payment.

2. Any loss insured under the property insurance policy required by this section is to be made payable to the Owner as Trustee for the insured.

3. The Owner as Trustee shall deposit in a separate account any money received as a result of an insured loss and it shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered through Change Order if necessary.

4. The Owner as Trustee shall have power to adjust and settle any loss with the

insurers.

7.03 Notice of Occurrence, Accident, Injury or Damage

The Contractor shall promptly notify the County Contact Person, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction of the Project. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. The Contractor shall also provide any supporting documentation reasonably requested by the Owner or the County Contact Person.

ARTICLE - 8.00 CHANGES IN THE WORK

8.01 Contract Time/Sum

The Contract Sum and the Contract performance time may be changed only by Change Order.

8.02 Claims for Additional Costs and/or Additional Time

Claims for additional time or costs shall be determined as follows:

1. If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall give the County Contact Person written notice thereof, with a copy to the Engineer, within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to complete the Work related to the request for increase, except in an emergency situation endangering life or property. Such a claim will be waived unless made in accordance herewith. If the County Contact Person and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer after consultation with the County Contact Person and the Contractor. The decision of the Engineer shall be final and binding regarding the amount of the adjustment, however any change in the Contract Sum resulting from such claim shall only be authorized by the Owner via approval of the Change Order reflecting same.

2. If the Contractor claims that additional cost is involved because of, but not limited to: a) unreasonable delay in any written interpretation on the part of Owner; b) any order by the Owner to stop the work pursuant to terms hereof where the Contractor was not at fault; c) any written order for a Minor Change in the work; or d) failure of payment by the Owner the Contractor shall make such claim as provided for herein.

3. Claim for Extension of Time - Any claim for extension of time shall be made in writing to the Engineer not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise, such claim for additional time shall be waived. In the case of a continuing delay, only one claim shall be necessary. Denial of a claim for additional costs and/or time shall not be grounds for the Contractor to suspend the work or terminate the Agreement.

8.03 Minor Changes in the Work

The Owner will have authority to order minor changes in the Project not involving an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Construction Documents. Such changes shall be included in a Change Order to be approved by the

Architect and Owner. The Contractor shall carry out such orders promptly.

8.04 Revision to Drawings and Specifications

The right is reserved for the Engineer either before or after the Specified Date of Commencement, to make alterations in the Plans, or in the character of the Project, as may be considered necessary or desirable to complete fully the proposed construction of the Project, provided such alterations do not change materially the Project scope nor the Contract Sum. Such alterations shall not be considered as a waiver of any conditions of this Agreement nor to invalidate any of the provisions hereof.

1. Should such alterations in the Plans result in an increase in the scope of the Project to be performed, a fair and equitable change in the Contract Sum and Contract time shall be agreed upon in writing by the Contractor, Architect, and Owner before such work is started. Such change shall be affected by a Change Order.

2. Should such alterations result in a decrease in the scope of the Project, such change shall be affected by a Change Order.

ARTICLE - 9.00 UNCOVERING WORK, CORRECTION OF WORK AND DEFECTIVE MATERIALS

9.01 Uncovering of Work

If any portion of the Work on the Project should be covered contrary to the request of the Engineer or contrary to requirements specifically expressed in the Construction Documents, such Work must be uncovered, at the Contractor's expense, if required for observation, and shall thereafter be replaced at the Contractor's sole cost and expense.

9.02 Correction of Work, Right to Cure

1. Correction of Work:

- a. The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Construction Documents whether observed before or after Substantial or Final Completion and whether or not installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for any additional inspection or testing services made necessary thereby.
- b. If, within one (1) year after the Date of Certification of Final Completion of Work, or within such longer period of time as may be prescribed by law any of the Work on the Project is found to be defective or not in accordance with the Construction Documents, the Contractor shall correct said defect promptly after receipt of a written notice from the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination or natural expiration of this Contract and shall not prejudice any other remedy available to the Owner. The Owner shall provide notice promptly after discovery of the defective condition.
- c. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have

under the Construction Documents. The establishment of the time period of one (1) year after the Date of Final Acceptance or such longer period of time as may be prescribed by law relates only to the specific obligation of the Contractor to correct defective Work, and has no relation to the time within which the Contractor is obligated to comply with the Construction Documents, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations under this Agreement. Additionally, Contractor's liability to pay for the cost to remedy Work not done in accordance with the Construction Documents shall not be limited by this Section.

2. Defective Materials: All materials not conforming to the requirements of the Construction documents or submittal approved by the Engineer shall be considered defective and, whether in place or not, shall be rejected and immediately removed from the Project by the Contractor at the Contractor's sole cost and expense, unless otherwise permitted.
3. Removal by Owner: If the Contractor does not proceed with the correction of defective or nonconforming Work or with the removal of defective or nonconforming materials within a reasonable time fixed by written notice from the Engineer, the Owner may remove the same and store any such material or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days of notice related to the same and retrieve said materials or equipment, the Owner may upon ten (10) additional days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost of removal, correction and storage that should have been borne by the Contractor, including compensation for any additional inspection or testing services made necessary thereby. If such proceeds of sale do not cover all costs which should have been paid by the Contractor, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.
4. Owner's Right to Carry Out Work: If the Contractor defaults or neglects to carry out the Project in accordance with the Construction Documents and fails within fourteen (14) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, correct any such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional inspection or testing services made necessary thereby. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner or the Owner may recover the costs from the Surety.

9.03 Acceptance of Defective or Nonconforming Work

If the Owner prefers to accept defective or nonconforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. The Contractor shall not be eligible to share

in any cost savings resulting from such Change Order. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE - 10.00 TERMINATION AND SUSPENSION OF WORK

10.01 Suspension of Work by Owner

All Work which has been rejected shall be remedied or, if deemed necessary, shall be removed or replaced in a manner acceptable to the Owner, by the Contractor, at Contractor's sole expense. In addition to the other remedies provided herein, should the Contractor fail to remove rejected materials or fail or refuse to remedy or replace defective Work, the Owner may suspend the affected Work until such orders are rectified. Such withholding of payments or suspension of Work shall not be grounds for termination of this Contract by the Contractor. Any delay caused by such a suspension shall not be cause for extending the time for completion of the Project.

10.02 Suspension of Work by Contractor

The Contractor shall not suspend Work without written permission of the Owner except as provided for in this Section. The Contractor may suspend Work upon written notice to the Owner if:

1. The Work is stopped pursuant to an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or the agents, employees, or any other person thereof, performing any of the Work under a contract with or for the Contractor; or
2. The Work is stopped as a result of an act of government, such as a declaration of a national emergency making materials unavailable; or
3. After thirty (30) days' notice to the Owner of the Engineer's failure to act on an Application for Payment; or
4. After thirty (30) days' notice to the Owner of its failure to make timely payment on an approved Certificate for Payment. Timely as used herein means within the time periods provided in this Contract.

10.03. Termination by the Contractor

If the Work is suspended by Contractor for a period of sixty (60) days for any permitted reason other than a declared state of emergency by a governmental entity, the Contractor may give written notice to the Owner with copies to the Engineer of his intention to terminate this Contract at a date thirty (30) days from the delivery of said notice. If the Owner cannot or does not cure the reason for the suspension within said thirty (30) day period, the Contractor may then terminate the Contract by giving written notice to the Owner.

10.04 Termination by the Owner for Cause

Procedure: In the event of breach of the provisions of this Agreement by the Contractor or any of its subcontractors or if the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided

for in the Construction Documents, to supply enough properly skilled workmen and proper materials to keep the Project on schedule, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if it fails to cure the reason for a suspension invoked by the Owner, after said suspension has been in effect for fifteen (15) days, then the Owner may serve written notice upon the Contractor, and the Surety, of termination of this Agreement. If within five (5) days after the serving of such notice, the breach or violation ceases or arrangements for correction, satisfactory to the Owner, have been made, this Agreement shall not terminate; however, upon expiration of the five (5) day period without correction or arrangements for correction, the Owner shall immediately serve notice upon the Surety and the Surety shall have the right to take over and perform this Contract through forces other than by use of the Contractor; provided however, that if the Surety does not commence performance thereof within five (5) days from the date of notice to the Surety, the Owner may take over the Project and continue the same to completion in accordance with the Agreement for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the Project such materials, equipment, tools, and Plans as may be on the site of the Project and necessary therefor.

Costs: In the event that the Owner terminates this Agreement, and the costs of finishing the Project exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified upon application, in the manner provided for in this Agreement. In the event the Owner terminates this Agreement pursuant hereto, and the costs of finishing the Work do not exceed the unpaid balance of the Contract Sum, the Owner may retain any such unpaid balance.

10.05 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause take possession of all Construction Documents and records related to the Project, owned by the Contractor, and may finish the Project by whatever means and method the Owner may deem expedient without prejudice to any other right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a. Cease operations as directed by the Owner in the notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the completed work on the Project, and
- c. Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination as stated in the notice.

3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for completed and acceptable Work executed in accordance with the Construction Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

10.06 Suspension Causing Termination

Should the Owner be temporarily prohibited or enjoined from proceeding with the Project, the Contractor shall not be entitled to any claim for damages and shall not be entitled to withdraw from the Agreement except by and with the consent of the Owner. The Contractor shall, however, be entitled to an extension of time for completion of the Project equal to the time of such interruption or delay as determined and certified by the Engineer. If the Project is not resumed within ninety (90) days, the Agreement may be terminated by the Contractor upon the Contractor giving seven (7) days' notice and opportunity to cure, to the Owner. If this Agreement is so terminated, the Contractor shall be entitled to payment on the same terms as provided in Section 10.05(3) above.

ARTICLE - 11.00 MISCELLANEOUS PROVISIONS

11.01 Indemnification

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless Highlands County, including its officers, agents and employees, against any and all losses, expenses, actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s)/and or omissions of the Contractor, or any of its officers, agents, employees, subcontractors, representatives, volunteers, or the like, acting within the scope of their office or employment, in connection with the services provided by this Agreement. The foregoing indemnification shall not constitute a waiver of the Owner's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive the termination or natural expiration of this Agreement.

11.02 Sovereign Immunity

The Owner expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Owner for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Owner which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies specifically contained in this Agreement or otherwise available under Florida law.

11.03 Applicable Law, Venue and Jury Trial

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

11.04 Press Releases and Confidentiality of Information

The Contractor agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made, or generated by the Contractor or its officers, agents, employees, subcontractors, representatives, volunteers, or the like without the Owner's prior written consent. The Contractor shall require all subcontractors and suppliers to agree in writing to be bound by the provisions of this Section.

11.05 Entire Agreement

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

11.06 Conflict of Interest

The Contractor warrants that the Contractor 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 the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Furthermore, Contractor warrants that neither it, nor any of its subcontractors, shall enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, and no member, officer or employee of the Owner, during his or her tenure with the Owner or for a period of two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For the breach or violation of this Section, the Owner shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

11.07 Binding Effect and Assignment

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns. This Agreement shall only be assignable by the Contractor upon the express written consent of the Owner.

11.08 Headings

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

11.09 Notice

All written notices shall be deemed to have been duly given if delivered in person, or within seven (7) days after depositing in the United States Mail, postage prepaid, certified with return receipt requested or otherwise actually delivered by hand to the persons named below.

Contractor:

Douglas N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Arbor, MI 48108
ATTN: Matthew DeLuca, Vice-President

Owner:

Highlands County
600 S. Commerce Avenue
Sebring, FL 33870
ATTN: Laurie Hurner, County Administrator

Engineer:

AIM Engineering & Surveying, Inc.
2161 Fowler Street
Fort Myers, FL 33901
ATTN: Daniel W. Schroeder, P.E.

Copy to:

Highlands County Office of the County
Attorney
ATTN: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, FL 33870
ssutphen@roperpa.com

County Contact Person:

Dawn Ritter, Natural Resources Manager
4344 George Blvd.
Sebring, Florida 33875

The representatives of the parties and the addresses for representatives may be changed at any time by notifying the other party in writing of the change.

11.10 Public Entity Crimes

As required by Florida Statutes, Section 287.133, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that in connection with this Agreement it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant which is within thirty-six (36) months of the date of being placed on the convicted contractor list.

11.11 Joint Authorship

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

11.12 Severability

In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph, or section has been omitted from the Agreement.

11.13 Equal Opportunity Employer

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity

employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this Agreement, the Construction Manager agrees as follows:

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: 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. The Construction Manager 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.
2. 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.
3. 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.
4. The Contractor will send to each labor union or representative of workers with which he/she/it 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.
5. 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.
6. 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.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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.
8. The Contractor will include the provisions of paragraphs (1) through and including paragraph (7) of this section 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 necessary.

11.14 Auditing, Records, and Inspection

In the performance of this Agreement, Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by Contractor, for a period of three years after termination or completion of the Agreement or until the full Owner audit is complete, whichever comes first. The Owner shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Owner also has the right to conduct and audit within sixty (60) days from the effective date of this Agreement to determine whether Owner has the ability to fulfill its contractual obligations to the satisfaction of the Owner. The Owner has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

11.15 Public Records

1. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:**

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

2. Contractor agrees to comply with public records laws, specifically to:
 - a. Keep and maintain public records required by the Owner to perform the services set forth herein.
 - b. Upon request from the Owner's custodian of public records, provide the Owner 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
 - c. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
 - d. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services set forth herein. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

11.16 Fund Availability

The Owner's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. The Owner will endeavor with all due diligence to appropriate sufficient funds to defray expenses associated with this Agreement throughout its duration and will not engage for similar services upon the loss of appropriations for a one (1) year subsequent period.

11.17 Applicable Licensing

The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

11.18 Compliance with all Laws

The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

11.19 Waiver

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be

construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

11.20 Bankruptcy or Insolvency

If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the Owner may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

11.21 Modification

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

11.22 Administrative Documentation Conflict

In the event the Owner issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the Owner's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the Contractor shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

11.23 Independent Contractor

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the Owner for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

11.24 Employment Eligibility Verification (E-Verify)

Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing Work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing

Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Contractor's breach of this provision, any and all such costs shall be paid by the Contractor immediately upon receipt of notice of the same from the Owner. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 12.00 **PROJECT MANAGERS.**

The Owner and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the Work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the Owner. If the Owner or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The Owner will notify the Contractor, in writing, if the current Owner Project Manager is replaced by another individual.

1. The Owner Project Manager's contact information is as follows:

Highlands County
ATTN: Dawn Ritter
4344 George Blvd.
Sebring, Florida 33875
(863) 402-6529
dritter@highlandsfl.gov

2. The Contractor Project Manager's contact information is as follows:

Matthew DeLuca, Vice-President
Douglas N. Higgins, Inc.
3390 Travis Pointer Road, Suite A
Ann Arbor, MI 48108
(941) 465-8358

ARTICLE 13.00 **ATTACHMENTS**

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's solicitation for the Project. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the Owner.

ARTICLE 14.00 USE OF COUNTY LOGO, NAME, SEAL AND/OR FLAG

The Contractor may only use the Owner's name, logo seal, and/or flag with the express written permission of Owner and consistent with any Owner policy related to use of the same.

ARTICLE 15.00 FOREIGN COUNTRY OF CONCERN.

- A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.
- B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

ARTICLE 16.00 FORCED LABOR OR HUMAN TRAFFICKING.

- A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.
- B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk of Court

DOUGLAS N. HIGGINS, INC.

By: _____

Print: Michael Lobello

Title: Vice President

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Michael Lobello, as Vice President of Douglas N. Higgins, Inc., who is personally known to me or who produced Personally Known as identification, and who did/did not take an oath this 11th day of February, 2025.

Tamara Ludwig
NOTARY PUBLIC

(stamp)

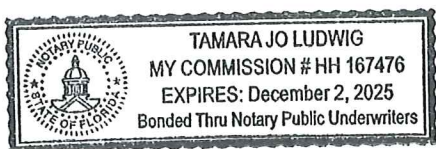


EXHIBIT "A"
Construction Team

The Construction Team for the Project shall consist of the following:

- Owner's Representative: Dawn Ritter, Natural Resources Manager
- Engineer: Daniel W. Schroeder, P.E., AIM Engineering & Surveying, Inc.
- Contractor: Matthew DeLuca, Vice-President, Douglas N. Higgins, Inc.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of the Affordable Housing Advisory Committee's (AHAC) Review and Approval of the Local Housing Incentive Strategy Report and authorize submittal to the Florida Housing Finance Corporation.

STATEMENT OF ISSUE

This agenda item seeks Board approval of the recommendation of the Affordable Housing Advisory Committee's (AHAC) 2024 Local Housing Incentive Strategies Report. The State Housing Initiative Partnership Program (SHIP) was created pursuant to the William E. Sadowski Affordable Housing Act of 1992 for the purpose of providing funds to local governments as an incentive for the creation of partnerships to produce and reserve affordable housing. During the 2007 Legislative session, House Bill 1375 was approved resulting in an amendment of section 420.9076, Florida Statute, requiring the County to reestablish the Committee. The Committee is tasked with reviewing current affordable housing incentives and provided recommended changes to the incentives in the Report. The Affordable Housing Advisory Committee (AHAC) met to review the current Local Housing Incentive Report and to discuss potential revisions to this plan. AHAC members approved the Local Housing Incentive Report on October 2, 2024. Approved meeting minutes are included. A Public Hearing was held on Wednesday, January 22, 2025, as required. As required by Florida Statutes, the Report will be forwarded to the Florida Housing Finance Corporation.

RECOMMENDED ACTION

Move to approve the Affordable Housing Advisory Committee's (AHAC) Review and Approval of the Local Housing Incentive Strategy Report and authorize submittal to the Florida Housing Finance Corporation.

FISCAL IMPACT

The fiscal impact of submitting the Housing Incentive Strategy Report will help ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocations.

Attachments: [Incentive Strategy Report FINAL 2.4.2025.pdf](#)

Affordable Housing Advisory Committee
Report to Highlands County Board of County
Commissioners

Local Housing Incentive Strategies
Recommendation Report

2024

The Sadowski Affordable Housing Act, as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes, requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Section 420.9076 of the Florida Statutes, effective July 1, 2007, requires cities and counties receiving State Housing Initiatives Partnership (SHIP) funds to establish an Affordable Housing Advisory Committee (AHAC) by June 30, 2008. The Highlands County AHAC was established by Ordinance No. 93-11 (amended in Ordinance 21-22-08). The composition, responsibilities and reporting requirements for the AHAC, are outlined in Section 420.9076(2) F.S. and Chapter 67-37.010 F.A.C, as follows. **AMENDING CHAPTER 5.4, HOUSING, ARTICLE II, STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM, SECTION 5.4-37, CREATION OF AFFORDABLE HOUSING ADVISORY COMMITTEE**

Committee Composition

The AHAC shall consist of at least 8 but not more 11 members. The AHAC shall include at least one local elected county official and the remaining members shall be representatives from the following categories, with only one member filling the following categories: (1) The banking or mortgage industry in connection with affordable housing; (2) An advocate for low income persons in connection with affordable housing; (3) Actively engaged in the residential home building industry in connection with affordable housing; (4) Actively engaged as a real estate professional in connection with affordable housing; (5) A representative of those areas of labor actively engaged in home building in connection with affordable housing; (6) One citizen who represents employers within the jurisdiction of Highlands County; (7) One citizen who resides within the jurisdiction of Highlands County; (8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174; (9) One citizen who represents essential services personnel, as defined in the local housing assistance plan; (10) One citizen who is actively engaged as a for-profit provider of affordable housing; (11) One citizen who is actively engaged as a not-for-profit provider of affordable housing.

Bill Stephenson - advocate for low-income persons in connection with affordable housing

Jimmie Fuller - engaged in the residential home building industry in connection with affordable housing.

Audrey Asciutto - engaged as a real estate professional in connection with affordable housing.

Matt Griffin - representative of those areas of labor actively engaged in home building in connection with affordable housing.

June Bateman - One citizen who represents employers within the jurisdiction of Highlands County

Brittany McGuire - One citizen who resides within the jurisdiction of Highlands County

Stefanie von Paleske-Bush - One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174

Anthony Cruz - One citizen who is actively engaged as a for-profit provider of affordable housing

Tod Schwingel - One citizen who is actively engaged as a not-for-profit provider of affordable housing.

Responsibilities

AHAC shall review the established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan of the city and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, the committee shall submit a report for local housing incentive strategies to the mayor and city commission that includes recommendations on, and every three years thereafter evaluates the implementation of, local housing incentive strategies in the following areas:

Committee Reporting Requirements

The AHAC report must address the implementation of affordable housing incentives in at least the following eleven (11) areas: 1). Processing approvals of development orders or permits; 2). Modification of impact fee requirements; 3). Density flexibility; 4). The reservation of infrastructure capacity; 5). Affordable accessory residential units; 6). Reduction of parking and setback requirements 7). Flexible lot configurations, including zero-lot-line configurations 8). Modification of street requirements; 9). A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing; 10). A printed inventory of locally owned public lands suitable for affordable housing; and 11). Policies which support development near transportation hubs and major employment centers and mixed-use developments.

PROPOSED AFFORDABLE HOUSING ADVISORY COMMITTEE RECOMMENDATIONS

Highlands County SHIP Affordable Housing Incentive Strategies 2022 Report

1. **Incentive:** The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the Land Development Regulations include a formal expedited process for affordable housing projects.

2. **Incentive:** The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the adopted Impact Fee Ordinance include provisions for modifications of impact fee requirements.

3. **Incentive:** The allowance of flexibility in densities for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the Land Development Regulations include development districts that provide a 15% increase in the authorized number of dwelling units.

4. **Incentive:** The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive.

5. **Incentive:** The allowance of affordable accessory residential units in residential zoning districts.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Location in Land Development Regulations (LDRs) for Special Exceptions.

6. **Incentive:** Reduction of parking and setback requirements for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Land Development Regulations (LDRs) of Highlands County includes the process that address this incentive. Although these provisions are not specific to affordable housing, they still achieve the goal of reducing parking and setback requirements for affordable housing.

7. **Incentive:** The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Article 5 Section 12.05.260 of the County's Land Development Regulations enables the creation of "Traditional neighborhood development district" (TNDs) specifically to allow the optional development and redevelopment of land within the unincorporated areas of Highlands County consistent with the above incentive.

8. **Incentive:** The Modification of street requirements for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Article 5 Section 12.05.260 of the County's Land Development Regulations enables the creation of "Traditional neighborhood development district" (TNDs) specifically to allow the optional development and redevelopment of land within the unincorporated areas of Highlands County consistent with the above incentive.

9. **Incentive:** A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County and the Local Housing Assistance Plan (LHAP) include objectives and policies which address this incentive

- 10. Incentive:** The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Current Status: Affordable Housing Surplus Inventory approved by Highlands County Board of County Commissioners on February 20, 2024.

Review Synopsis:

Encourage Highlands County Government and encourage Highlands County municipalities to have their Printed Inventory of vacant properties published on line and accessible via the internet to the public.

- 11. Incentive:** Policies which support development near transportation hubs and major employment centers and mixed-use developments.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive.

- 12. Other affordable housing incentives identified by the advisory committee.**

Current Status: Housing Strategies including down payment assistance (with and without rehabilitation), owner occupied rehabilitation, emergency home repairs, foreclosure prevention, and rental development currently require repayment with no interest. Rapid rehousing/rental assistance is a grant with no repayment required.

Review Synopsis: The advisory committee recommends the Board of County Commissioners consider no revisions to the loan terms for the various incentive strategies that are currently provided.

Parcel Number	Zoning Code	Future Land Use Code	Acres		OwnerName1	Site Address	Assessed Value	Tax	Vacant or Improved	Total Land Value	
C01332801000012928	R1	RM	0.18	YES	HIGHLANDS COUNTY BOARD OF C	1627 W FONDULAC RD AVON PARK 33825	7000	0	V	7000	DIRT ROAD - TD
C01332801000012455	R1	RM	0.29	YES	HIGHLANDS COUNTY BOARD OF C	385 CALUMET RD AVON PARK 33825	7000	0	V	7000	DIRT ROAD - TD
C01332801000011734	R1	RM	0.18	YES	HIGHLANDS COUNTY BOARD OF C	2349 N MONTEREY RD AVON PARK 33825	9000	0	V	9000	TD
C24352814001800240	R1	AG	0.32	YES	HIGHLANDS COUNTY BOARD OF C	9233 S ORANGE BLOSSOM BLVD SEBRING -33875	10170	0	V	10170	WARRANTY DEED
C14372918018900020	R1A	RM	0.23	YES	HIGHLANDS COUNTY BOARD OF C	203 TOBLER TER NW LAKE PLACID 33852	10400	0	V	10400	DIRT ROAD - TD
C24352814001600010	R1A	AG	0.74	YES	HIGHLANDS COUNTY BOARD OF C	9236 S ORANGE BLOSSOM BLVD SEBRING -33875	23040	0	V	23040	WARRANTY DEED
C21362903016900050	R1	RM	0.56	yes	HIGHLANDS COUNTY BOARD OF C	943 LARKSPUR ST LAKE PLACID 33852	23145	0	V	23145	TD

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Tiffany Gunn, Capital Projects Manager

SUBJECT/TITLE: Request approval of CSA 1-1, to the Professional Services Agreement between Highlands County and CMHM Architects, Inc. (CSA 1) that was Board approved on February 15, 2022, to include additional scope of work that includes electrical and mechanical engineering and revised drawings.

STATEMENT OF ISSUE

The Board approved the Professional Services Agreement, CSA 3, between Highlands County and CMHM Architects, Inc. for the EOC Expansion project # 19040, on February 15, 2022, (ARPA). Recently during further review of the plans and equipment needed, it was determined that additional drawings, electrical and mechanical engineering load calculations were needed to complete the kitchen (123) and serving room (122). The additional scope of work will ensure that there is sufficient power to utilize equipment and appliances. If approved, the associated costs for the scope of work will not fall under ARPA funding as those funds have been encumbered per mandate. The EOC Expansion project is dual funded with ARPA and General Fund.

RECOMMENDED ACTION

Request approval of CSA 1-1, to the Professional Services Agreement between Highlands County and CMHM Architects, Inc. (CSA 1) that was Board approved on February 15, 2022, to include additional scope of work that includes electrical and mechanical engineering and revised drawings.

FISCAL IMPACT

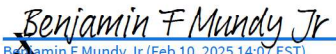
The fiscal impact is \$11,000.00 which is currently budgeted in project number 3991 56200Z 19040.

Attachments: [CSA for agenda.pdf](#)

HIGHLANDS COUNTY, FLORIDA AMENDED AUTHORIZATION FORM

Select One of the following	
☐ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#
☒ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	#1-1
Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement between Highlands County (COUNTY) and CMHM Architects, Inc., (CONSULTANT) dated March 16, 2021 (Agreement). In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.	Project Amount: \$208,190.00 + \$11,000.00 = \$219,190.00
	Budget Account Number: Fund or cost enter/account/project #, if applicable. 3991 56200Z 19040
	RFP# 20-024 Category 1 Architecture
	Master Contract Date: 3/16/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☒ Exhibit A – Scope of Work ☒ Exhibit B – Compensation	☒ Exhibit C – Sub-Consultants
DEPARTMENT APPROVAL	
Recommended by Print Name: Tiffany Gunn, Capital Projects Manager	Reviewed by Print Name: JD Langford, Assistant County Administrator
 Feb 10, 2025	 Feb 10, 2025
1. Project Manager Signature	2. Director or Designee Signature
Date	Date
CONSULTANT ACCEPTANCE	
Consultant's Designated Agent Print Name: Benjamin F. Mundy, Jr. AIA, LEED AP ben@lkdarch.com	Consultant Project Manager: Print Name: C. Keith Hunnicutt, AIA
 Feb 10, 2025 Benjamin F Mundy Jr (Feb 10, 2025 14:07 EST)	Consultant Project Manager Email & Telephone#: keith@lkdarch.com 863-688-8882
3. Consultant Signature	
Date	
PURCHASING REVIEW	
Purchasing Manager or Designee Print Name: Stacy D. Quillen, Procurement Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)
 Feb 10, 2025	 Feb 10, 2025 Chantel Strahan (Feb 10, 2025 14:13 EST)
4. Purchasing Manager or Designee Signature	5. County Attorney or Designee Signature
Date	Date
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Arlene Tuck, Chair
X to be executed by chair	X
6. County Administrator or Designee Signature	7. Board Chair or Designee Signature
Date	Date

**Exhibit “A”
Scope of Work**

Project: Emergency Operations Center Expansion – Additional Scope of Work

The CONSULTANT is to provide the following additional services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1. Design Development – Coordinate with Electrical and Mechanical Engineers to assess electrical loads. Revise and add additional requirements and design and permit drawings to revise Kitchen (123) and Serving (122) to accommodate various new commercial appliances per owner’s requirements.

Deliverables

Coordinate site visits with engineers.

Design and permit drawings.

TASK 2: Construction Administration - To provide additional construction administration duties relative to this new work as necessary.

Deliverables

Documents as necessary to properly communicate with all team members during the construction phase of the work.

TASK 3: Close Out Services- To include the scope of this new work in the closeout of the project.

Deliverables

Review all close out manuals and warranties for compliance with the construction contract.

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within three-hundred sixty calendar days from the final execution of the Authorization in accordance with contractor’s final completion date.

**Exhibit “B”
Compensation**

Emergency Operations Center Expansion – Additional Scope of Work		
TASK	DESCRIPTION	FEE
1	Design Development	9,000.00
2	Construction Administration	1,000.00
3	Close Out Services	1,000.00
FIXED FEE (Including Reimbursable Expenses)		\$ 11,000.00

**Exhibit “C”
Sub-Consultants**

Type/Service: Electrical Engineering
Name: NewPower Consulting Engineers
Address: 15520 High Bell Place, Bradenton, FL 34212
Contact: Don Newman
Contact Phone: 813-489-9850
Contact E-mail: don.newman@new-pwr.com

Type/Service: Mechanical Engineering
Name: Pyramid Engineering
Address: 5596 Rio Vista Drive, Clearwater, FL 33760
Contact: Mike Curkan
Contact Phone: 727 531 2989
Contact E-mail: mike.curkan@pyramidengineering.org

0-20-024 CMHM Architects CSA 1-1 1-29-25.sgs

Final Audit Report

2025-02-10

Created:	2025-02-10
By:	Tiffany Gunn (tgunn@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH5a3ky4Q9Xk_kFIBYdUNYxOBVPNe58v7

"0-20-024 CMHM Architects CSA 1-1 1-29-25.sgs" History

-  Document created by Tiffany Gunn (tgunn@highlandsfl.gov)
2025-02-10 - 4:50:17 PM GMT
-  Document e-signed by Tiffany Gunn (tgunn@highlandsfl.gov)
Signature Date: 2025-02-10 - 4:53:19 PM GMT - Time Source: server
-  Document emailed to James Langford (jdlangford@highlandsfl.gov) for signature
2025-02-10 - 4:53:20 PM GMT
-  Email viewed by James Langford (jdlangford@highlandsfl.gov)
2025-02-10 - 5:06:03 PM GMT
-  Document e-signed by James Langford (jdlangford@highlandsfl.gov)
Signature Date: 2025-02-10 - 5:06:15 PM GMT - Time Source: server
-  Document emailed to ben@lkldarch.com for signature
2025-02-10 - 5:06:16 PM GMT
-  Email viewed by ben@lkldarch.com
2025-02-10 - 7:03:55 PM GMT
-  Signer ben@lkldarch.com entered name at signing as Benjamin F Mundy Jr
2025-02-10 - 7:07:35 PM GMT
-  Document e-signed by Benjamin F Mundy Jr (ben@lkldarch.com)
Signature Date: 2025-02-10 - 7:07:37 PM GMT - Time Source: server
-  Document emailed to Stacy Quillen (squillen@highlandsfl.gov) for signature
2025-02-10 - 7:07:39 PM GMT

 Email viewed by Stacy Quillen (squillen@highlandsfl.gov)

2025-02-10 - 7:12:32 PM GMT

 Document e-signed by Stacy Quillen (squillen@highlandsfl.gov)

Signature Date: 2025-02-10 - 7:12:51 PM GMT - Time Source: server

 Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature

2025-02-10 - 7:12:53 PM GMT

 Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)

2025-02-10 - 7:13:16 PM GMT

 Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)

Signature Date: 2025-02-10 - 7:13:28 PM GMT - Time Source: server

 Agreement completed.

2025-02-10 - 7:13:28 PM GMT

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater

SUBJECT/TITLE: Request Approval of Task Order Authorization #3-3 with CivilSurv Design Group, Inc. for assistance with the NPDES program and compliance reporting to the state.

STATEMENT OF ISSUE

The National Pollutant Discharge Elimination System (NPDES) program is a state mandated program in which the county, in conjunction with the City of Sebring and City of Avon Park, participates in on-going efforts to eliminate or reduce the amount of non-stormwater runoff entering storm water sewer system outfalls. We are currently in cycle 2, year 5 of Phase II of MS4 Permit ID# FLR04E148. Each year, pollution information is provided to the public and local businesses through various means such as brochure distribution at community events and the Chamber of Commerce. In addition, in accordance with Ordinance 18-19-08 and the County's adopted Standard Operating Procedures (SOP) contractors are required to follow NPDES guidelines pertaining to illicit discharge, erosion and sediment controls, and waste controls for all new development. Inspections are also conducted annually on existing local businesses such as food industries, lawn care, auto repair shops, car washes, and the County owned maintenance/fleet yards to ensure compliance. CivilSurv Design Group, Inc. has provided their expertise and assistance with meeting the requirements of the NPDES program.

RECOMMENDED ACTION

Move to approve Task Order Authorization #3-3 with CivilSurv Design Group, Inc. for assistance with the NPDES program and compliance reporting to the state.

FISCAL IMPACT

Funds are available in the FY24/25 Adopted Budget in Cost Center 4101 (Engineering Services), Account 53100 (Professional Services) in the amount of \$22,210.00.

Attachments: [20-024 CivilSurv TOA 3-3 v12-2-2024 For Legal Review.sgs.pdf](#)

HIGHLANDS COUNTY, FLORIDA AUTHORIZATION FORM

Select One of the following	
☒ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#3-3
☐ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	
Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement CivilSurv Design Group, Inc. (Agreement) between HIGHLANDS COUNTY and (CONSULTANT) identified by the Master Contract Dated March 16, 2021. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.	Project Amount: \$22,210 (Phase II – year 4 tracking) (Total Project amount to date - \$62,810) Budget Account Number: Fund or cost enter/account/project #, if applicable. 4101-53100 RFP# 20-024 Category 2 Engineering Master Contract Date: 03/16/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☒ Exhibit A – Scope of Work	☐ Exhibit C – Sub-Consultants N/A
☒ Exhibit B – Compensation	☐ Exhibit D – Plans/Drawings/Survey N/A
DEPARTMENT APPROVAL	
Recommended by Print Name: Mitchell Thomas, P.E., Project Manager ☒ Jan 9, 2025 Date	Reviewed by Print Name: James D. Langford, P.E., Assist. County Administrator ☒ Jan 9, 2025 Date
1. Project Manager Signature	2. Director or Designee Signature
CONSULTANT ACCEPTANCE	
Consultant's Designated Agent Print Name: Craig Fuller, P.E. ☒ Jan 9, 2025 Date	Consultant Project Manager: Print Name: Craig Fuller, P.E. Consultant Project Manager Email & Telephone#: <u>cfuller@civilsurv.com</u> , (863) 646 – 4771 x 243
3. Consultant Signature	
PURCHASING REVIEW	
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager ☒ Jan 9, 2025 Date	LEGAL REVIEW County Attorney or Designee Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee) ☒ 1/24/2025 Date
4. Purchasing Manager or Designee Signature	5. County Attorney or Designee Signature
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name: ☒ (Board approval required) Date	Board Chair (over \$50,000) Print Name: Arlene Tuck, Chair ☒ Date
6. County Administrator or Designee Signature	7. Board Chair or Designee Signature

Exhibit “A” Scope of Work

Project: ASSISTANCE TO HIGHLANDS COUNTY AND PARTICIPATING CITIES WITH NPDES PHASE II PERMIT REQUIREMENTS FOR THE PHASE II NPDES IN TRACKING OF PROGRESS AND BMP’S ASSOCIATED WITH AND NEEDED TO IMPLEMENT THE FDEP APPROVED STORMWATER MANAGEMENT PROGRAM (SWMP) FOR ACTIVITIES IN YEAR 4 TRACKING OF CYCLE 2’S NOTICE OF INTENT (NOI) AND DRAFTING AND FINALIZING OF NEW NOI FOR CYCLE 3

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1: Standard Operating Procedure Tracking

The CONSULTANT, in consultation with the County, will track items that would be included in an Annual Report for the NPDES Program, utilized in filing the Annual Report.

The CONSULTANT is to assist the County in tracking of progress and BMP’s associated with and needed to implement the FDEP approved Stormwater Management Program (SWMP) for activities in year 4 tracking of Cycle 2’s Notice of Intent (Project).

The CONSULTANT will prepare supporting documentation required for compliance with and adherence to the FDEP approved SWMP which is part of the Phase II NPDES permit. The documentation to be prepared by the CONSULTANT includes tracking of Year 4 requirements of the latest NOI. Items associated with that include tracking of public education materials, training materials, standard operating procedures (SOP) and updates for program compliance. Additionally, CONSULTANT will present materials for tracking and training of employees in accordance with NOI requirements.

The CONSULTANT will engage in other activities as directed by the COUNTY in support of compliance efforts associated with implementation of the SWMP based on available time and material.

The CONSULTANT shall keep the COUNTY informed of the progress of such work.

Deliverables

- Review, coordinate and provide comments on the Annual Report information for the NPDES Program and file the Annual Report
- Review and apply for the Notice of Intent for year 4, cycle 2 – finalized based on drafting during end of prior year for Cycle 3.
- Review information and prepare Phase II NPDES Permit meeting FDEP and SWMP compliance
- Analyze data and map business inspections performed by the County and provide comments.

TASK 2: Coordination with Municipalities

The CONSULTANT, in consultation with the COUNTY and neighboring municipalities,

will meet with COUNTY staff, City of Sebring and/or Avon Park staff to coordinate agencies providing services to meet goals of NOI, including volunteer organizations and cleaning of lakes or roadway tracking. It is expected that meetings will occur quarterly.

These activities may include meeting with the staff of the COUNTY for agreement with proposed compliance efforts and support in combined volunteer groups.

Deliverables

- Attend meetings with the County and/or neighboring municipalities
- Review and coordinate volunteer clean-up event tracking and provide comments.

TASK 3: Training, and Explanation of Various Documents

The CONSULTANT, in consultation with the County and FDEP, will update and define Standard Operating Procedures for adoption and use during the Cycle 2 permit. The intent will be to provide defined goals based on the development of the Notice of Intent documents for furthering the tracking of water quality improvement procedures being developed by COUNTY staff.

Additionally, the task can include training and explanation of the purpose of the NPDES/MS4 documents to COUNTY staff as needed or requested. The task is intended to be a time and materials-based task.

Deliverables

- Review and apply updates to the Standard Operating Procedures
- Coordinate and assist with annual training and NPDES/MS4 documents

TASK 4: Notice of Intent Drafting and Finalizing

The CONSULTANT, in consultation with the County and FDEP, will update and define Notice of Intent for use during the Cycle 3 permit. The intent will be to provide defined goals based on the development of the Notice of Intent documents for furthering the tracking of water quality improvement procedures being developed by COUNTY staff. The document is a new format loosely based on prior but with additional goals.

Deliverables

- Review and apply updates to the Notice of Intent
- Coordinate and assist with updates based on both County and FDEP comments
- Finalize NOI, during period if possible, based on markups and resolution to NOI

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within **three hundred and sixty-five (365) calendar days** from the final execution of the Authorization.

The Annual Report will be submitted on or about November 11, 2025, with a potential request

for extension for 30 calendar days. The overall completion is to not exceed 365 calendar days.

The above constitutes a time and materials, not to exceed cost. Invoices will be provided monthly based on time expended with the maximum Not To Exceed overall budget defined. Contingency will only be utilized with authorization from County Project Manager and Total Budget will remain the maximum cost without a change order from the County.

**Exhibit “B”
Compensation**

ASSISTANCE TO HIGHLANDS COUNTY AND PARTICIPATING CITIES WITH NPDES PHASE II PERMIT REQUIREMENTS FOR THE PHASE II NPDES IN TRACKING OF PROGRESS AND BMP’S ASSOCIATED WITH AND NEEDED TO IMPLEMENT THE FDEP APPROVED STORMWATER MANAGEMENT PROGRAM (SWMP) FOR ACTIVITIES IN YEAR 3 TRACKING OF CYCLE 2’S NOTICE OF INTENT		
TASK	DESCRIPTION	FEE
1	SOP Tracking	4,320.00
2	Coordination	5,610.00
3	Training	2,330.00
4	NOI Finalizing	9,950.00
Not to Exceed FEE (Including Reimbursable Expenses)		\$ 22,210.00

Hourly Breakdown in accordance with RFP 20-024		
1	Clerical - Processing paperwork, documentation. \$75.00/hr at 4 hours	\$300.00
2	Planner - Report Editing, Creation of NOI, Training Updates. \$120.00/hr at 52 hours	\$6,240.00
3	Engineer 1 - Annual Report Drafting and Comparison to Goals. \$135.00/hr at 36 hours	\$2,970.00
4	Project Manager 3 - Project Management, Completion of Reports, Meetings and Coordination, Updates and Review of NOI. \$200.00/hr at 61 hours	\$12,200.00
5	Principal Engineer - QC Review. \$250.00/hr at 2 hours	\$500.00
Not to Exceed FEE (Including Reimbursable Expenses)		\$ 22,210.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Lisa Vanecek, Chief Probation Counselor

SUBJECT/TITLE: Request approval of RiteTrack Software Hosting Agreement, Order Quote for RiteTrack Software Hosting Agreement, and Monthly Hosting Quote.

STATEMENT OF ISSUE

RiteTrack is the web-based case management platform used by the Highlands County Board of County Commissioners Misdemeanor Probation Office. Upgrade will include data conversion to the new upgraded product, and customization to meet the needs of the Probation Office. Reports generated include: active client lists, upcoming appointments by individual probation counselors, community service compliance reports, upcoming terminations, cases without activity, monthly statistics, and mid-point case reviews.

RECOMMENDED ACTION

Move to approve RiteTrack Software Hosting Agreement, Order Quote for RiteTrack Software Hosting Agreement, and Monthly Hosting Quote.

FISCAL IMPACT

The Fiscal Impact is a net increase of \$27,773 in Cost Center 1052. The software hosting agreement is an increase of \$29,000 and the monthly hosting & support service fee of \$409.20/mo. is \$1,227 less than the \$6,138 that was included in the adopted budget. This results in the net increase of \$27,773.

Attachments: [2025 Highlands RT Hosting Agreement_Final.pdf](#)
Attachments: [2025 Upgrade to RiteTrack System_signed.pdf](#)
Attachments: [2025 Handel Monthly Hosting Quote_signed.pdf](#)

RITETRACK SOFTWARE HOSTING AGREEMENT

This RITETRACK SOFTWARE HOSTING AGREEMENT ("Agreement") is entered into by Handel Information Technologies, Inc. ("Licensor") and the Licensee identified in the Order Quote to which this Agreement is attached ("Licensee"). The terms and conditions of all Exhibits attached to this Agreement and the Order Quote are incorporated herein by reference. For good and valuable consideration, the legal sufficiency and receipt of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A.
2. **LICENSE AND RESTRICTIONS.**
 - 2.1. **License Grant.** During the Term and subject to the terms and conditions of this Agreement and the Order Quote, including prompt payment of all Fees, Licensor grants to Licensee a non-exclusive, non-transferable right and license, either as a Per Named User, Concurrent User, or Server as identified on the Order Quote, without the right to sublicense, to use the RiteTrack Software (the "Software") in conformance with the Documentation on Licensor's application server(s) over the Internet.
 - 2.2. **License of Licensee Information.** Licensee shall be solely responsible for providing, updating, uploading and maintaining any and all of the Licensee Information. Licensor shall provide the required space on the application server for Licensee to use for storage of data necessary for use of the Software. Licensee grants to Licensor a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet, as applicable, the Licensee Information solely in connection with Licensor's performance or enforcement of this Agreement.
 - 2.3. **Restrictions on Use.** Licensee shall not, nor shall it permit, assist or encourage any third party to: (a) copy, modify, adapt, alter, translate, or create derivative works from the Software or Documentation; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (c) merge the Software with other software or use the Software to develop any application or program having the same primary function as the Software; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (e) remove the Software from the Licensed Site, (f) directly or indirectly encumber the Software, (g) transmit or share identification or password codes to persons other than authorized users, (h) permit the identification or password codes to be cached in proxy servers and access by individuals who are not authorized users, (i) permit access to the software through a single identification or password code being made available to multiple users on a network, or (j) otherwise exercise any rights in or to the Software or the Documentation, except as expressly permitted under **Section 2.1 (License Grant)**.
 - 2.4. **Licensee Responsibilities, Password Protection.** As part of the registration and account creation process Licensee will create User Identification Names and Hosting Passwords. Licensee may not elect a User Identification Name which is in the sole opinion of Licensor offensive or inappropriate. Licensee shall be solely responsible for maintaining the confidentiality of the Hosting Passwords. Licensee is solely responsible for all usage or activity on Licensee's Licensor account, including but not limited to use of Licensee's accounts, Licensee's User Identifications, Licensee's Hosting Passwords by any third party users, or conduct by Licensee's customers. Licensee, on behalf of itself, its employees and agents, and its customers agrees not to engage in unacceptable use of the Software, which includes, without limitation, use of the Software to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (g) disseminate, store or transmit viruses, Trojan horses, or any other malicious code or program; (h) violate any party's privacy or (i) engage in any other activity deemed by the Licensor to be in conflict with the spirit or intent of this Agreement. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Licensee's account, in Licensor's sole discretion, and Licensor may refer Licensee to appropriate law enforcement agencies.

3. **INSTALLATION AND ACCEPTANCE.** The Software will be deemed accepted ("Live") as of the earliest of the following dates: a) the date that Licensee begins loading data and/or b) the date that Licensee begins using the Software in Licensee's daily operations and/or c) the date that Licensee's end-users begin using or accessing the Software for purposes other than testing.
4. **MAINTENANCE.**
- 4.1. **Maintenance.** Licensor shall provide system maintenance during the License Term, consisting of resolution of errors, end user support, and updates to the RiteTrack framework as described below.
- 4.2. **Resolution of Errors.** Licensor shall use commercially reasonable efforts to provide an initial response acknowledging Errors reported by Licensee. Thereafter, Licensor shall use commercially reasonable efforts to provide a Resolution to the Error in accordance with Documentation of the Software. Modifications, enhancements, or any other changes not explicitly described in the Software Documentation are specifically excluded and must be handled via a separate, written Customization agreement, the terms and conditions of which shall be mutually agreed upon by the parties.
- 4.3. **End User Support Hours.** Licensor shall provide support and assistance to Licensee's designated Contact Person during Licensor's normal business hours only, weekends and holidays excepted.
- 4.4. **Updates to the RiteTrack Framework.** Licensor will provide Updates for the Software during the License Term as and when developed for general release in Licensor's sole discretion so long as Licensee is current on its payment of Hosting Fees. Licensor shall not be obligated to provide Major Releases for the Software during the License Term unless the provision of Major Releases is specifically indicated on the Order Quote and all applicable Hosting Fees have been paid by Licensee. Only Updates that pertain to the Version of the RiteTrack Framework indicated on the Order Quote shall be provided.
- 4.5. **Exceptions.** Licensor shall have no responsibility under the Agreement to fix any Errors arising out of or related to the following causes: a) Licensee's modification or combination of the Software (in whole or in part) with hardware, software or other materials not expressly recommended for use in the Documentation; b) use of the Software in an environment other than a Supported Environment; or causes other than ordinary use. Any corrections performed by Licensor for such excepted Errors shall be made, in Licensor's reasonable discretion, at Licensor's then-current time and material charges.
- 4.6. **Backups.** Licensor shall be responsible for continuous backups of the Licensee system and data in the format as outlined below. Complete backups shall be performed daily at or around midnight. This shall be a complete backup of the licensee data and shall include SQL database as well as all related files to maintain functionality of the solution. Daily complete backups shall be stored for fourteen (14) days on a rotating fourteen (14)-day schedule. This is defined that on the fourteenth (14th) day, the oldest complete backup shall be overwritten with the most current complete backup. Therefore, fourteen (14) days of complete backups shall be available from current date and time.
- Every four (4) hours an incremental backup shall be completed on the licensee SQL database. Incremental backups shall be stored for five (5) days on a rotating five (5)-day schedule. This is defined that on the 5th day, the oldest incremental backup shall be overwritten with the most current incremental backup. Therefore, five (5) days of incremental backups at four (4)-hour intervals are available from current date and time.
- All backups shall be stored within the secure hosting facility. Restoring to a complete or incremental backup shall be done upon official request from a Licensee certified representative to Licensor. Some charges may apply.
- 4.7. **Licensee Responsibilities.**
- 4.7.1. **Supervision and Management.** Licensee is responsible for undertaking the proper supervision, control and management of its use of the Software, including, but not limited to: (a) appointing a single Designated Contact Person to work directly with Licensor and to act as a point of contact between Licensee's staff and Licensor, and (b) following industry standard procedures for the security of data, accuracy of input and output in the event of hardware or software error or malfunction.
- 4.7.2. **Training.** Licensee is responsible for proper training of all appropriate personnel in the operation and use of the Software and associated equipment. If requested by Licensee, Licensor, in its discretion, may provide such training services, which shall be billed at Licensor's then current rates and prices in

effect from time to time. Unless explicitly specified in the Design Document, no Training or Training materials prepared or made available by Licensor are included in the scope of this Agreement.

5. CONSULTING AND CUSTOMIZATION

- 5.1. Consulting and Customization.** Licensor shall perform Customization as summarized in the Order Quote for the purpose of providing additional functionality to the RiteTrack Framework and Application Software, according to specifications jointly agreed upon by the parties as described in Section 5.5 and 5.6. Consulting and Customization shall consist of programming only; no equipment or hardware is included unless explicitly described in the Design document.
- 5.2. Termination.** Consulting and Customization may be terminated by either party with 30 days notice (which notice may be in e-mail form). If Consulting and Customization services are terminated prior to the Acceptance of the project, regardless of which party terminates or the reason for termination, the Licensor shall render a final invoice covering all Consulting and/or Customization fees and associated expenses previously approved by Licensee, completed up to and including the date of notice of termination and submit it to Licensee, and Licensee shall pay invoice in accordance with Section 6 of this Agreement.
- 5.3. Costs.** Costs for Consulting and Customization provided under this Agreement and summarized on the Order Quote attached to this Agreement shall be charged on an hourly basis and shall be consistent with the current hourly costs in the Licensor's Consulting Price List as of the date of the Order Quote.
- 5.4. Scope of Work.** The scope of work summarized in the Order Quote is for purposes of estimation only. The final Scope of Work shall be determined following the Joint Application Development (JAD) session at which the final specifications are defined and developed and jointly agreed to by both parties. The final Scope of Work, based on the JAD session, shall be defined completely and solely by the Design Document. No function, operation, capability, report, input, embedded data, or output not described explicitly in the Design document is included in the Scope of work.
- 5.5. Joint Application Development (JAD).** Prior to Licensor undertaking any Customization or Consulting, Licensor and Licensee shall collaborate to define precise system specifications, including system inputs, outputs, functions, operations, capabilities, and reports in a Joint Application Development session. The result of this collaboration shall be a complete Design Document, to be jointly agreed to by both parties, containing exact and detailed specifications for the Customization and/or Consulting. The cost of the Joint Application Development, including per-hour consulting costs, travel, living, and other expenses, shall be paid by Licensee.
- 5.6. Licensee Responsibilities.** Licensee shall provide Licensor with access to Licensee's personnel, business flow information, requirements, forms, and processes as they pertain to the Consulting and/or Customization project being undertaken, and provide other data and supporting information as needed to allow successful completion of the Consulting and/or Customization project.
- 5.7. Project Acceptance.** Project shall be deemed "Accepted" when Licensor and Licensee jointly determine that the Consulting and/or Customization results meet the specifications set out and detailed in the Design Document plus any mutually accepted amendments to the Design Document. No functional requirements of any kind not explicitly defined in the Design Document shall be required for Project Acceptance.
- 5.8.** Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the Licensee. In its sole discretion, the Licensee reserves the right to forego use of the Licensor for any work which may fall within the Scope of Services listed herein. In the event the Licensee is not satisfied with the services provided by the Licensor, the Licensee will hold any amounts due until such time as the Licensor has appropriately addressed the problem, so long as the Licensee has provided notice of defect to the Licensor.

6. FEES.

- 6.1. Fees.** Licensee shall pay all Fees to Licensor in accordance with the payment schedule and payment terms set forth in the Order Quote. If at any time during the License Term, Licensee desires to modify and/or increase its licensed scope of use of the Software beyond that specified in the Order Quote, Licensee may not use the Software in connection with such modification until Licensor has consented in writing to such modification and Licensee has paid additional Fees to Licensor as mutually agreed by the parties. Licensor may modify Hosting Fees with 30 days notice to Licensee.

6.2. Payment Terms. All Fees are non-refundable except as otherwise provided by the Agreement. All payments must be made in U.S. Dollars. Any portion of the Fees that is not paid when due will accrue interest at 18% per annum or the maximum rate permitted by applicable law, whichever is less, from 15 days after the due date until paid. Licensee will be responsible for the cost of any collection activity, including reasonable attorneys' fees.

6.3. Taxes. The Fees exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs, duties and similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on Licensor's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software to Licensee. Licensee will defend, indemnify, and hold harmless Licensor from all claims and liability arising from Licensee's failure to report or pay any such taxes, fees, duties or charges.

7. LIMITED WARRANTY; DISCLAIMER.

7.1. Limited Warranty. Licensor warrants that the Software will perform substantially in accordance with the functional specifications contained in the Documentation for a period of thirty (30) days from the Effective Date (the "Warranty Period"). In the event of a breach of the limited warranty set forth in this Section, Licensee shall promptly notify Licensor in writing specifying such breach in reasonable detail and provide Licensor with all available information regarding the Error. Licensee's exclusive remedy, and Licensor's entire liability, for any breach of the limited warranty set forth in this Section shall be for Licensor to use commercially reasonable efforts to correct the Error at no additional charge to Licensee, provided that Licensee has given Licensor specific written notice of the Error prior to the expiration of the Warranty Period. Notwithstanding any provision of this Agreement to the contrary, if, after making commercially reasonable efforts to effect the foregoing solutions, Licensor reasonably determines that it would be commercially impractical to cause the Software to conform to the limited warranty set forth in this Section, Licensor may immediately terminate this Agreement by providing written notice to Licensee, without any liability to Licensee, and refund any Fees paid by Licensee to Licensor attributed to the license of the Software. The limited warranty set forth in this Section shall not apply to the extent that the defect or malfunction occurs because (a) the affected Software has not been used in accordance with the Documentation or Licensor's instructions; (b) or the affected Software has been altered or modified by Licensee or any third party. Licensor shall not be required to respond to a warranty claim hereunder to the extent that Licensee has not timely paid amounts due and owing to Licensor under this Agreement.

7.2. Warranty Disclaimer.

7.2.1. EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 7.1 (LIMITED WARRANTY), THE SOFTWARE AND/OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS". WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE, OR MEET LICENSEES' EXPECTATIONS. LICENSOR DOES NOT MAKE ANY WARRANTY REGARDING THE SOFTWARE'S RESULTS OF USE OR THAT LICENSOR WILL CORRECT ALL ERRORS. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS EXCLUSIVE AND LICENSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE SOFTWARE AND/OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE AND THE SAME ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.2.2. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) A BREACH OF A PARTY'S OBLIGATIONS SET FORTH IN SECTION 10 (CONFIDENTIALITY), (B) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, AND/OR (C) LICENSEE'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF LICENSOR, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING

FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE AND ANY OTHER SERVICES PROVIDED BY LICENSOR TO LICENSEE HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED TOTAL FEES PAID BY LICENSEE TO LICENSOR HEREUNDER. LICENSEE ACKNOWLEDGES THAT THIS ARRANGEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. LICENSEE ACKNOWLEDGES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2.3. WITHOUT LIMITING THE FOREGOING, LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER THE SOFTWARE NOR ANY SERVER PROVIDED BY LICENSOR (IF APPLICABLE) IS AN ARCHIVE AND LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY OTHER PERSON FOR LOSS, DAMAGE OR DESTRUCTION OF ANY LICENSEE INFORMATION OR DATA USED, TRANSMITTED THROUGH OR STORED ON OR IN CONNECTION WITH THE SOFTWARE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE SHALL BE SOLELY RESPONSIBLE FOR: (I) UPLOADING, INPUTTING, LOADING OR OTHERWISE USING ALL OF LICENSEE'S INFORMATION OR DATA IN CONNECTION WITH THE SOFTWARE; (II) PREVENTING ANY LOSS OR DAMAGE TO SUCH INFORMATION OR DATA; (III) MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL SUCH INFORMATION OR DATA; (IV) ENSURING THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF ALL SUCH INFORMATION OR DATA; AND (V) ENSURING THE CONFIDENTIALITY OF LICENSEE'S ACCESS IDS AND/OR ACCOUNTS, WHICH SHALL BE ISSUED BY LICENSOR FOR THE LIMITED PURPOSE OF USING THE SOFTWARE PURSUANT TO THE TERMS HEREIN (IF APPLICABLE).

8. INDEMNITY.

8.1. **IP Indemnification.** Licensor warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret, or other proprietary or property right of any person or entity. In the event of a claim against Licensee asserting or involving such an allegation, Licensor will defend, at Licensor's expense, and will indemnify Licensee and hold Licensee harmless against any loss, cost, expense (including attorneys' fees), or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Licensor's opinion the Software is likely to become the subject of such a claim of infringement, Licensor will, at its option and in its expense, (i) procure for the Licensee the right to continue using the Software; (ii) replace or modify the same so that it becomes non-infringing (such as modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) or (ii) is practicable, terminate this Agreement.

8.2. **Procedures.** The obligation of the indemnifying party to indemnify the indemnified party hereunder is predicated upon the indemnified party: (a) providing the indemnifying party prompt written notice of any such claim; (b) allowing the indemnifying party to control the defense and any settlement of any such claim, provided that the indemnified party may, at its own expense, participate in such defense and settlement negotiations with counsel of its own choosing; and (c) reasonably cooperating with the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of such claim.

9. TERM AND TERMINATION OF LICENSE.

9.1. **Term.** This Agreement shall become effective as of the latest date of signature on the Order Quote and shall continue in perpetuity, unless terminated by either party as provided herein.

9.2. **Termination.** Either party may terminate this Agreement and the license granted hereunder with or without cause, within 30 days after being provided with written notice thereof (unless a longer period of time is mutually agreed to by the parties). Notwithstanding anything herein to the contrary and without prejudice to any other rights available to Licensor at law or in equity, upon any breach of this Agreement by Licensee,

Licensor reserves the right, in its sole discretion and upon notice (which notice may be in e-mail form), to suspend Licensee's access to or use of the Software, in which case Licensor shall have no liability of any kind for such suspension.

9.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Licensor under this Agreement prior to such expiration or termination will be immediately due and payable; (b) all licensed rights granted under Section 2.1 of this Agreement will immediately terminate and revert to Licensor, and all licensed rights granted under Section 2.2 of this Agreement will immediately terminate and revert to Licensee; and (c) Licensee shall promptly discontinue use of the Software, (d) Additionally, Licensor shall erase all copies of the Software from the computers of Licensor, return to Licensee or, at Licensee's request, destroy all copies of the database in the possession or control of Licensor and certify in writing to Licensee that it has fully complied with these requirements within 7 days. **Sections 6 (Fees), 7 (Limited Warranty; Disclaimer), 8 (Indemnity), 9.3 (Effects of Termination), 10 (Confidentiality) and 12 (General),** together with any accrued payment obligations and any other provisions which by their nature are intended to survive, will survive expiration or termination of this Agreement for any reason.

10. CONFIDENTIALITY.

10.1. Licensor Information; Right to Disclose. Except as otherwise expressly provided in this **Section 10**, Licensee shall protect and keep confidential all Licensor Information. Licensee shall use the Licensor Information only for the purposes contemplated by this Agreement. Licensee may disclose Licensor Information only (a) as necessary for its use of the Software in accordance with this Agreement to Licensee's employees or third party contractors who have agreed in writing to maintain such information in confidence, or (b) if required to do so by subpoena, court order or legal process, provided that Licensor is provided sufficient notice to request a protective order.

10.2. Licensee Information; Right to Disclose. Except as otherwise expressly provided in this **Section 10**, Licensor shall protect and keep confidential all Licensee Information, and shall use Licensee Information only for the purposes contemplated by this Agreement and for purposes of improving and enhancing the Software. Licensor may disclose Licensee Information only (a) as necessary to support Licensee's use of the Software in accordance with this Agreement to Licensor's employees or third party contractors who have agreed in writing to maintain such information in confidence, or (b) if required to do so by subpoena, court order or legal process, provided that Licensee is provided sufficient notice to request a protective order.

10.3. Exceptions. **Sections 10.1 and 10.2** shall not apply to information of the disclosing party that (a) is or becomes generally available to the public other than through a wrongful act of the receiving party, (b) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the receiving party, or (c) is independently developed by the receiving party, its employees or third party contractors without access to or use of the disclosing party's confidential information.

11. GENERAL.

11.1. Proprietary Rights. The Software including Updates and Customization is licensed, not sold. The Software and Documentation, and all Intellectual Property rights therein, are the exclusive property of Licensor and/or its licensors. All rights in and to the Software, the Documentation and Licensor's other Intellectual Property not expressly granted to Licensee in this Agreement are reserved by Licensor and nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any of Licensor's existing or future Intellectual Property. If Licensee or any of its Affiliates is deemed to have any ownership interest or other rights in the Software or any Documentation, including any and all derivative works, enhancements or other modifications thereto, then Licensee shall assign and/or cause such Affiliate to assign, and Licensee does hereby assign, irrevocably and royalty-free, all of such ownership interest or other rights exclusively to Licensor and Licensee shall, at Licensor's reasonable request and expense, complete, execute and deliver any and all documents necessary to effect or perfect such assignments. Licensee will not remove, alter, or obscure any proprietary notices (including without limitation copyright notices) of Licensor on the Software or the Documentation or any copy thereof.

11.2. Amendments. Amendments to this Agreement must be in writing and signed by both parties.

- 11.3. Press Release; Licensee Reference.** Licensor may issue a press release announcing the relationship between the parties, the content of which shall be subject to Licensee's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Licensor may refer to Licensee as a licensee in sales presentations, marketing vehicles and related activities and may include Licensee's trademarks and logos on Licensor's website(s) for the sole purpose of identifying Licensee as a customer of Licensor.
- 11.4. Compliance with Laws.** Licensee will not export or re-export the Software without all required United States and foreign government licenses.
- 11.5. Audit Rights.** Licensee shall permit Licensor or its representatives to review Licensee's relevant records and inspect Licensee's facilities and books or accounts and records to verify Licensee's compliance with this Agreement. Licensor will give Licensee at least ten days advance written notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations. Any such audit will be conducted at Licensor's expense, unless the audit reveals that Licensee has materially breached any provision of this Agreement, in which case Licensee will (a) reimburse Licensor for all reasonable costs and expenses incurred by Licensor in connection with such audit, and (b) at Licensor's discretion, pay additional Fees to Licensor for any use of the Software outside the License Scope. The rights described in this Section shall be in addition to any other remedies available at law or in equity.
- 11.6. Assignment.** Licensee may not assign or transfer, by operation of law or otherwise, this Agreement and/or any of its rights or obligations under the Agreement to any third party without Licensor's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void.
- 11.7. Notices.** All notices, consents, and approvals under this Agreement must be delivered (a) in writing by reputable overnight courier, or certified or registered United States mail, (postage prepaid and return receipt requested) to the other party at the following addresses of record:

Licensee: Highlands County
Attn: Laurie Hurner
600 S. Commerce Avenue
Sebring, Florida 33870

Licensor: Handel IT
P.O. Box 1453
Laramie, WY 82073

or to such other address or as such Party may have specified in a written notice to the other Party) and shall be effective upon receipt or three business days after being deposited in the mail as set forth above, whichever occurs sooner. Either party may change its address and/or facsimile number by giving written notice of the new address and/or facsimile number to the other party.

- 11.8. Governing Law.** Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be governed by and construed in accordance with the laws of the State of Florida. Each party hereby agrees that such courts shall have in personam jurisdiction and venue with respect to such party, and each party hereby submits to the in personam jurisdiction and venue of such courts and waives any objection based on inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 11.9. Remedies.** Licensee acknowledges that the Software contains valuable Intellectual Property of Licensor, that any actual or threatened breach of **Section 2 (License and Restrictions)** or **10.1 (Licensor Information)** constitutes immediate, irreparable harm to Licensor for which monetary damages would be an inadequate remedy. Therefore, in the event of any breach or threatened breach of such Sections, Licensor shall be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction, without the necessity of posting bond or other security.
- 11.10. Waivers.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11. Federal Acquisitions - Restricted/ Commercial Rights:** This paragraph applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor, of any tier, under

any contract, grant, cooperative agreement or other activity with the federal government. By accepting delivery of this Software the government hereby agrees that this software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The Software is a "Commercial Item" as that term is defined in 48 CFR 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation as such terms are used in 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, as applicable (for DoD acquisitions). The Software is licensed to the government end-users only as a Commercial Item and with only those restricted rights granted all other end-users pursuant to the terms and conditions herein. The terms and conditions of this License shall pertain to the government's use and disclosure of this Software, and shall supersede any conflicting contractual terms or conditions. If this License fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused, to the Seller.

- 11.12. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. Without limiting the generality of the foregoing, Licensee acknowledges that **Sections 7.2.2 and 7.2.3 (Limitation of Liability)** will remain in effect notwithstanding the unenforceability of any provision in **Section 7 (Warranty)**.
- 11.13. Force Majeure.** Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.
- 11.14. Waiver and Modification.** The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
- 11.15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. In no event will pre-printed terms and conditions of sale printed on a separate purchase order be considered part of this Agreement or be binding on either party. In the event of a conflict between this Agreement, on the one hand, and the terms of the Order Quote and/or a separate purchase order, on the other hand, the terms of this Agreement shall control to the extent of such conflict.
- 11.16 Public Records.** Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION
OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC
RECORDS:**

**COUNTY RECORDS MANAGER:
GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

1. Licenser agrees to comply with public records laws, specifically to:
2. Upon request from the Licensee's custodian of public records, provide the Licensee 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 Florida Statutes, Chapter 119, or as otherwise provided by law.

3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Licensor does not transfer the records to the Licensee.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, 6 of 16 upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- 11.17 Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.
- 11.18 Assignment.** This Agreement shall only be assignable by the Licensor upon the express written consent of the Licensee.
- 11.19 Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.
- 11.20 Modification.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
- 11.21 Headings.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.
- 11.22 Administrative Documentation Conflict.** In the event the Licensee issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the Licensee's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the Licensor shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.
- 11.23 Conflict of Interest.** The Licensor warrants that the Licensor has not employed or retained any company or person, other than a bona fide employee working solely for the Licensor, to solicit or secure this Agreement, and that the Licensor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the Licensee shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.
- 11.24 Public Entity Crimes.** As required by section 287.133, Florida Statutes, the Licensor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Licensor further warrants that it will neither utilize the services of, nor contract with, any

supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

11.25 Sovereign Immunity. The Licensee expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Licensee for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Licensee which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

11.26 Use of Licensee Name, Logo, Seal, and/or Flag. The Licenser may only use the Licensee's name, logo, seal and/or flag with the express written permission of the Licensee and consistent with any Licensee policy related to the same.

11.27 Foreign Country of Concern. (A) Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the Licenser certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the Licenser; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern. (B) The Licenser understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

11.28 Forced Labor or Human Trafficking. (A) Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the Licenser certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06. (B) The Licenser understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

LICENSOR

By: Josh Becker

Print: Josh Becker

Title: CEO

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of Handel Information Technologies, Inc., who personally swore or affirmed that he or she is authorized to execute this Agreement and thereby bind Handel Information Technologies, Inc., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2025.

(stamp)

NOTARY PUBLIC, State of Florida

**EXHIBIT A
TO
RITETRACK SOFTWARE HOSTING AGREEMENT**

DEFINITIONS

"Affiliate" means an entity that controls, is controlled by, or is under common control with Licensee, where "control" means ownership of 50% or more of the outstanding voting securities.

"Agreement" means this Software License Agreement together with the Order Quote and all Exhibits and Addenda thereto.

"Concurrent" license means a Software license purchased for a finite number of simultaneous users, and not limited by the number of computers on which the Software is installed or from which the Software is accessible, with the specific users themselves remaining undefined. For example, in a 50-user Concurrent license, after 50 users are simultaneously using the Software, the 51st user is blocked.

"Consulting" and "Customization" means additional application programming or other services provided under a separate Consulting Agreement, intended to work together and in conjunction with the RiteTrack Framework software and/or the Application Software.

"Design Document" means the Documentation that describes proposed system functions, inputs, outputs, and constraints. This document is produced and signed off on by the Licensee prior to Customization.

"Designated Contact Person" means the individual appointed by the Licensee to manage Licensee's RiteTrack application and to be the main point of contact between Handel Information Technologies and Licensee.

"Documentation" means the system specifications and/or manuals provided to Licensee with respect to the Software, in hard copy or electronic form. In the event of a conflict between various documents regarding how the system is expected to function, the System Design Specifications document will take precedence over all other documents.

"Effective Date" means the date set forth in the Order Quote as the "Effective Date."

"Error" means a reproducible defect in the RiteTrack Application Software which causes the

Software not to operate substantially in accordance with the application system Documentation or Specifications.

"Fees" means, collectively, the License Fees paid by Licensee to Licensor for the license of the Software as set forth on the Order Quote.

"Intellectual Property" means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary and intellectual property rights.

"Laws" means all applicable laws, statutes, regulations, rules, ordinances, and judicial precedents.

"License Fee" means the fees paid by Licensee to Licensor for the license of the Software as set forth on the Order Quote.

"License Scope" means the specific restrictions and/or other conditions of use for the Software set forth in the Order Quote, if any.

"License Term" means the term of Licensee's license to use the Software as set forth in the Order Quote. If no term is specified for recurring Maintenance charges, the License Term is renewed monthly unless terminated by either party as provided herein.

"Licensee Information" or "Licensor Information" means the confidential and proprietary information of Licensee or Licensor, as the case may be, pertaining to such party's business or technologies that is marked "Confidential" or "Proprietary" and/or which a reasonable person would conclude is proprietary and confidential given the nature of the information and the disclosure thereof. The Licensor Information shall include, without limitation, the Software and the Documentation.

"Major Release" means a release of the Software that represents a significant change from a previous release, as evidenced by a change in the most significant digit of the release number (e.g., 6.3 to 7.0).

“Order Quote” means the document entitled “Order Quote for Software License Agreement” entered into between Licensor and Licensee, which shall be subject to and governed by the terms and conditions of this Agreement.

“Per Concurrent User” license means a Software license purchased for a pool of defined users and not limited by the number of computers on which the Software is installed. For example, 50 Per Concurrent User licenses would mean that up to 50 individually named users can access the Software from any computer on which the Software is installed or from which the user can access the Software at any one time, although the total number of Per Concurrent Users in the pool may exceed 50. Licensee may assign an additional Per Concurrent User license at its discretion, as long as the total number of users with Per Concurrent licenses signed on to the Application Software at any time does not exceed the total available number of Per Concurrent User licenses purchased.

“Per Named User” license means a Software license purchased for a finite set of defined users and not limited by the number of computers on which the Software is installed. For example, 50 Per Named User licenses would mean that up to 50 individually named users can access the Software from any computer on which the Software is installed or from which the user can access the Software. Licensee may re-assign a Per Named User license to a different user at its discretion, as long as the total number of users does not exceed the number of Per Named User licenses purchased.

“RiteTrack Framework” means the basic application software program or programs which Licensor has indicated on the Order Quote are to be licensed to Licensee.

“Scope of Work” means a complete definition of work to be performed by Licensor under a Consulting or Customization Agreement, as specified in the Design Document. Work not explicitly defined in the Design Document, including but not limited to reports, functions, operations, data input, data conversion, or

outputs of any kind, is excluded from the Scope of Work and can only be included with an amendment to the Consulting Agreement or must be handled within a separate Consulting Agreement under hourly prices in effect at the time that the Order Quote for that Agreement is produced.

“Server” license means the RiteTrack software and databases that runs on the web and database servers.

“Software”, “Application Software” and “RiteTrack Application Software” mean the software program or programs which Licensor has indicated in the Order Quote are to be licensed to Licensee, together with any Customizations or Updates of such programs that Licensor may provide to Licensee pursuant to this Agreement during the License Term.

“Update” means any modifications, updates, enhanced versions, or subsequent releases of the Software which Licensor generally makes available for Software licensees at no additional license fee other than shipping and handling charges, provided Licensee is current in its payment of Fees. The term Update shall not include any Major Release, option or future product which Licensor licenses separately. Under no circumstances shall Licensor be obligated to provide any Updates under the terms of this Agreement.

“Version” means a major release of the RiteTrack Framework, as indicated by the first digit of the RiteTrack Framework. For example, RiteTrack 3 is a different version of the RiteTrack Framework than RiteTrack 4.

ORDER QUOTE FOR RITETRACK SOFTWARE HOSTING AGREEMENT

Date of Quote: January 29, 2025

Quote No: 1087953

This is a quote for the RiteTrack Software from Handel Information Technologies, Inc., a Wyoming corporation with an address of PO Box 1453, Laramie, WY 82073 ("Licensor") provided to ("Licensee"), as further identified below. Licensee will license from Licensor the following Software described in this Order Quote including the License Fees and Hosting Fees as set forth below.

LICENSEE:

Highlands County Florida

Upgrade to Newest HTML5 System (Costs)

This upgrade quote below includes the one-time licensing costs to the new system, data conversion to the new product, and then customization to meet the following reports:

- Active client list
- Upcoming appointments by counselor
- Community service compliance report- hours worked/location
- Upcoming terminations- set parameters date range
- Cases without activity- set parameters based on location, name, date range- 30 days
- Monthly STATS- FCC- total incoming, cos, new cases, termed successful, termed unsuccessful, revoked, total cases active, total clients active and total vop's – this is for the Judge, monthly.
- Mid-point case review

INITIAL LICENSE FEES FOR HOSTED SOFTWARE				
Software and Modules	Qty	Rate	License Scope (Per Named User, Concurrent User, or Server)	Total
One Time License Fees				
Ritrack Probation Module	1	\$30,000.00	Per Server	\$ 30,000.00
User Licenses (Waived for Upgrade - Existing Customer)	8-Jan	\$ 1,390.00	Per Named User	\$ -
Data Conversion, Consulting relating to defined scope, Project Management	1	\$28,000.00		\$ 28,000.00
Existing Customer Discount with Highlands County	1	50%		\$ (29,000.00)
TOTAL NET Cost (to be invoiced upon execution of this Order and net due 30 days following date of invoice)				\$ 29,000.00

Cost per Hour for Consulting is based on the current Price List as specified in the attached Agreement(s). Handel Information Technologies, Inc., reserves the right to modify the Cost per Hour without notice after 30 days following the date of this Order Quote.

*Travel expenses to be billed at actual cost. This is an estimated cost only.

For licensed software hosted by Licensor, Licensee will ensure an environment consisting of at least the following minimum requirements in which to operate the RiteTrack software application:

Workstation Requirements:

(continued on page 2)

- OS: Windows 7 or higher
- Screen Resolution: 1280 x 1024 (17" monitor or greater suggested)
- Network: 100 mbps
- RiteTrack application

HANDEL INFORMATION TECHNOLOGIES, INC.

LICENSEE

By: Josh Becker

By: _____

Name: Joshua Becker

Name: Arlene Tuck

Title: CEO

Title: Chair

Date: 2-4-2025

Date: February 4, 2025

THIS QUOTE IS VALID FOR A MAXIMUM OF 30 DAYS FOLLOWING THE DATE OF THE QUOTE. AFTER THAT PERIOD, A NEW QUOTE MUST BE FURNISHED BY HANDEL INFORMATION TECHNOLOGIES, INC. HANDEL INFORMATION TECHNOLOGIES, INC. RESERVES THE RIGHT TO MODIFY ANY COST QUOTED ABOVE AFTER 30 DAYS FROM THE DATE OF THIS QUOTE. THIS QUOTE MAY NOT BE MODIFIED BY HAND. THE RITETRACK SOFTWARE IS GOVERNED BY THE RITETRACK HOSTING AGREEMENT.

1/29/2025

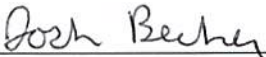
Highlands County BCC

Handel IT, Inc. is tasked to continue to provide hosting and support services for the RiteTrack Application to the Highlands County Board of County Commissioners for 12 months.

Costs for the period of performance from February 1st, 2025 through February 1st, 2026 are outlined below:

Hosting Agreement (12 x \$409.20)	\$4910.40
-----------------------------------	-----------

We agree to extend these services for the costs outlined above.



Joshua Becker
CEO
Handel Information Technologies, Inc.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Gail T. Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: Request adoption of Resolution 24-25-066 for Budget Amendment 24-25-039 to reduce grant funds in Project 24030, a subcontract between VOCA and the Highlands County Children's Advocacy Center.

STATEMENT OF ISSUE

The Victim of Crimes Act (VOCA) funding allocation for the Children's Advocacy Center for FY24-25 has been reduced from \$10,000.00 by \$5,249.00 to \$4,751.00. The funds are to be used for cost reimbursement of salaries of the CAC's mental health therapists who provide direct services to CAC clients and their non-offending caregivers.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-066 for Budget Amendment 24-25-039 to reduce grant funds in Project 24030, a subcontract between VOCA and the Highlands County Children's Advocacy Center.

FISCAL IMPACT

The fiscal impact will be a reduction to the General Fund (005), Cost Center 3995 (The Children's Advocacy Center), Project 24030 in the amount of \$5,249.00.

Attachments: [24-25-039R Project 24030 VOCA 24-25 CAC Grant Reduction BA 2.07.25.pdf](#)
Attachments: [24-25-039R Project 24030 VOCA 24-25 CAC Grant Reduction Resolution 2.07.25.pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED

O.M.B DEPARTMENT

February 7, 2025

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 1/14/2025

SUBMITTED BY: Gail T. Werley

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3995

PROJECT(S) #: 24030 PROJECT TITLE(S): VOCA 24.25 (CAC) COST CENTER TITLE(S): Children's Advocacy Center

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA Grant	24030	10,000.00	0.00	5,249.00	4,751.00
E	005	3995	51200Z	Project Regular Salaries	24030	8,468.00	0.00	4,468.00	4,000.00
E	005	3995	52100Z	Project FICA Taxes	24030	545.00	0.00	494.00	51.00
E	005	3995	52200Z	Project Retirement Contributions	24030	975.00	0.00	275.00	700.00
E	005	3995	52400Z	Project Workers' Comp	24030	12.00	0.00	12.00	0.00
									0.00
									0.00

REASON: Budget amendment to change the allocation of VOCA funds used for cost reimbursement of one CAC Mental Health Therapist's salary and fringe benefits.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-039

TRANSFER TYPE:

Approval
Denial

ACTION:
Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 24-25-066

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-039 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Budget Amendment. Budget Amendment 24-25-039 is hereby approved and authorized to appropriate VOCA Grant awarded funding for the CAC for Mental Health Therapists' salaries and fringe benefits to Project #24030 for FY24-25. The net fiscal impact is an decrease in the amount of \$5,249.00.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of February, 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 18, 2024

PRESENTER: Mitchell D. Thomas, P.E.

SUBJECT/TITLE: Request to submit the grant application for The Florida Division of Emergency Management (FDEM) County wide Watershed Planning Program.

STATEMENT OF ISSUE

The FDEM is accepting proposal applications with the Hazard Mitigation Grant Program, Watershed Planning Program. This program includes Watershed Master Plan and Stormwater Master Plan. The grant amount is \$400,00 with a 25% match requirement (\$100,000). The 25% match will be 100% in-kind services which includes staff time and surveying. The deadline for submitting the proposal form is February 28, 2025. Stormwater Division of Engineering has been communicating with members from Florida Atlantic University (FAU) and would like to partner with them on this effort. FAU has worked with over 20 counties in developing Watershed Master Plans and Stormwater Master Plans.

RECOMMENDED ACTION

Move to approve the submission of the grant application for The Florida Division of Emergency Management (FDEM) County wide Watershed Planning Program.

FISCAL IMPACT

The fiscal impact in Fund 110 (Transportation Trust) is the \$100,000 match requirement that is currently included in the FY24/25 budget in Project 23116 (Stormwater Conveyance Projects).

Attachments: [Highlands County - Watershed Planning Program Notice of Proposal Form \(2024\) \(1\).pdf](#)



Hazard Mitigation Grant Program Watershed Planning Program Notice of Proposal Form

Subapplicant	Highlands County		
Subapplication Title	FDEM Watershed Planning Grant		
Subapplication Type	Watershed Master Plan		
Total Project Cost	\$ 400,000	Federal Share	\$ 300,000
If a subapplication for this planning activity has been submitted under a previous grant cycle, please list the program, date, and disaster (if applicable)			

1. Contact Information

Application Prepared by:					
Name	Mitchell D. Thomas, P.E.				
Title	Assistant County Engineer - Stormwater				
Agency/Organization	Highlands County Board of County Commissioners				
Primary Phone	863-402-6877	Type	X Work ☐ Mobile		
Secondary Phone	863-388-0446	Type	☐ Work X Mobile		
Email	mdthomas@highlandsfl.gov				
Address line 1	505 S Commerce Ave				
Address line 2					
City	Sebring	State	FL	Zip	33870
Authorized Applicant Agent – individual authorized to sign certifications (<i>proof of authorization required</i>)					
Name	Arlene J. Tuck				
Title	County Commissioner - Chair				
Agency/Organization	Highlands County Board of County Commissioners				



MITIGATION

Primary Phone	863-402-6863	Type	X Work ☐ Mobile		
Secondary Phone		Type	☐ Work ☐ Mobile		
Email					
Address line 1	590 S Commerce Ave				
Address line 2					
City	Sebring	State	FL	Zip	33870
Signature		Date			
Point of Contact (POC) – individual to be contacted for additional information					
Name	Mitchell D. Thomas				
Title	Assistant County Engineer - Stormwater				
Agency/Organization	Highlands County Board of County Commissioners				
Primary Phone	863-402-6877	Type	X Work ☐ Mobile		
Secondary Phone	863-388-0446	Type	☐ Work X Mobile		
Email	mdthomas@highlandsfl.gov				
Address line 1	505 S Commerce Ave				
Address line 2					
City	Sebring	State	FL	Zip	33870



MITIGATION

2. Subapplicant Information

Subapplicant			
Type of Subapplicant	☐ State Government ☒ Local Government		
	☐ Indian Tribal Government ☐ Special Governmental District		
	☐ Private Non-Profit ☐ Other (please specify)		
City/Town/Village	Sebring		
County	Highlands County		
FIPS Code	12055	Unique Entity ID	DVGCMAE96DX5
State Legislative Districts	29	Federal Tax ID Number	59-6000655

3. Local Mitigation Strategy (LMS) Compliance

Local Mitigation Strategy Information					
Does your jurisdiction have a current FEMA Approved Mitigation Plan?					X Yes ☐ No
Attached is a letter of endorsement for this project from the county's LMS Coordinator.					X Yes ☐ No
Plan Approval Date	08-17-2020	Jurisdiction Adoption Date	06-16-2020	Plan Expiration Date	08-17-2025



MITIGATION



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY
EMERGENCY MANAGEMENT**

6850 W. George Blvd., Sebring, Florida 33875
Office (863) 402-7600 Fax (863) 402-7400 www.highlandsfl.gov

January 27, 2025

Mrs. Laura Dhuwe
Acting State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

RE: Watershed Planning Initiative Letter of Support and Acknowledgement

Dear Mrs. Dhuwe:

The Highlands County Local Mitigation Strategy (LMS) Working Group acknowledges and supports Highlands County Engineering's pursuit of FDEM's Watershed Planning Initiative to develop and implement a Watershed Master Plan. These efforts align with our locally adopted LMS Goals and Objectives and the State Hazard Mitigation Plan Goals and Objectives in accordance with 44 CFR 201.6.

Upon completion of the Highlands County Watershed Master Plan, the LMS agrees to adopt this plan as an annex to Highlands County's LMS.

We acknowledge that the LMS Working Group is not required to make any determinations related to funding for the Watershed Planning Initiative.

For further information or inquiry, please contact me at 863-402-7670.

Sincerely,

Corey Amundsen, Emergency Management Manager
LMS Coordinator



4. Project Description

Description					
Project Description	☒	Watershed Master Plan	☐	Stormwater Master Plan	
List the total number of persons that will be protected by the proposed project below					
Total population covered by plan	107,614	# of flood insurance policies covered by plan	969	# of flood insurance policies in SFHA	484

1. Describe the existing problems:

The Subrecipient's community is primarily located in the Kissimmee River and Fisheating Creek TMDL/HUC8 regions of Florida (Figure 1.1). The County (Figure 1.2), is partially in both the South Florida Water Management District and Southwest Florida Water Management District.

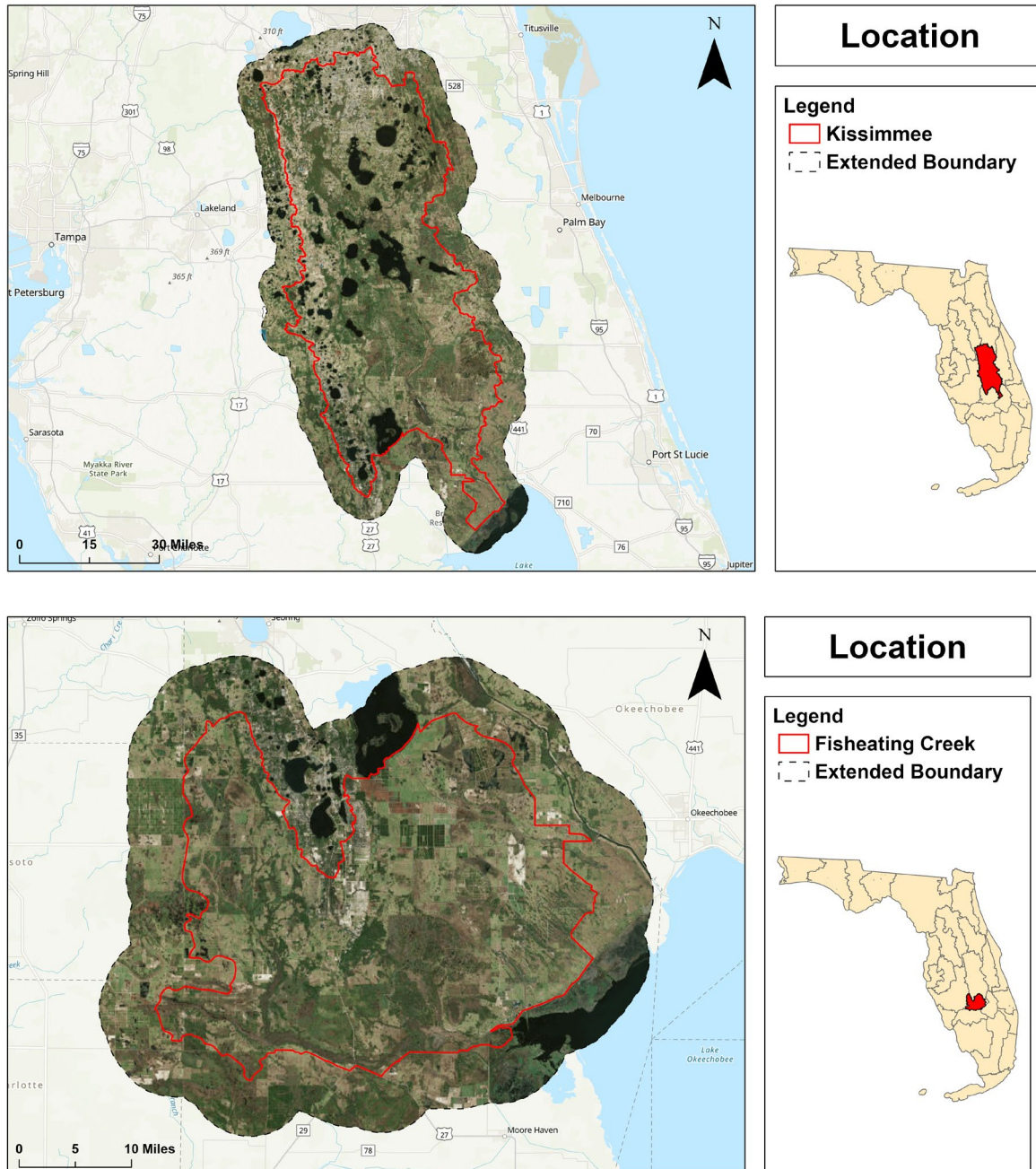


Figure 1.1: The Location of the basin – Fisheating Creek and Kissimmee River HUC8s

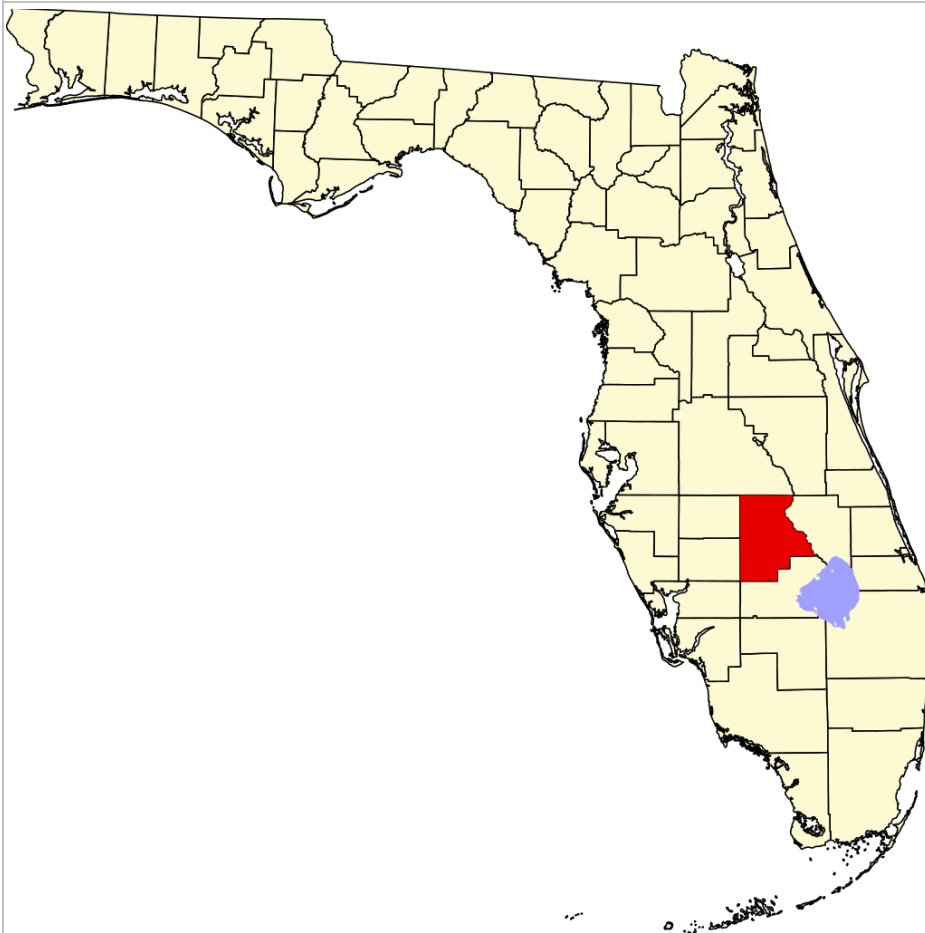


Figure 1.2. Location of Highland County

Highlands County comprises the Sebring, FL Metropolitan_Statistical_Area. The MSA was first defined in 2003 as the Sebring, Florida Micropolitan_Statistical_Area (MSA), consisting of Highlands County. The area's status was changed to a metropolitan statistical area (MSA) in 2013. Highlands County was created in 1921, along with Charlotte, Glades, and Hardee, when they were separated from DeSoto_County. It was named after the county's terrain. According to the U.S. Census_Bureau, the county has a total area of 1,106 square miles (2,860 km²), of which 1,017 square miles (2,630 km²) is land and 89 square miles (230 km²) (8.1%) is water.^{[6][7]} In this area, it is the 14th largest county in Florida. Highlands County is bounded on the east by the Kissimmee_River. Lake_Istokpoga, the largest lake in the county, is connected to the Kissimmee River by two canals: the Istokpoga Canal and the C41 (outflow) canal.

The watershed also affects local flood management. Currently, rain falls on impermeable land where the water collects in pools or runs off rapidly where development has taken place.



Stormwater is collected locally in neighborhoods in swales, ponds, small lakes, ditches and small canals. These are connected through canals and conduits to the secondary system under the jurisdiction of local drainage districts or city or county governments.

The climate of the basin area is humid subtropical. The mean annual temperature is about 72 degrees Fahrenheit. Many lakes subdue the excess temperature; however, these large water bodies add to the area's high humidity. The annual rainfall for this area is 52 inches. The wet season receives 72 percent of annual rainfall from May through October. The dry season generally begins in late October and ends in May. The basin supports the wetland ecosystem with diverse flora and fauna. This river-flood plain system has many fishes and aquatic life with different species. Some of the fishes and turtles found in this basin are unique. Due to the large number of fish available, this region is full of native birds; some even migrate seasonally from different continents.

Portions of the watershed are classified as urbanized areas, which are nearly level lands with poorly drained soils. The Lake Wales Ridge, which stretches along the U.S. 27 corridor and contains prehistoric dunes that sometimes rise to more than 300 feet above sea level, is one of central Florida's most prominent geologic features. It receives and deserves much recognition because of its size and the many rare and endangered species found there.

The inland portion of this watershed is a part of the Floridian aquifer system, which contains a sequence of Paleogene carbonate rock (mainly limestone and dolostone) and can be classified as Upper and Lower Floridian aquifers. The Floridian aquifer system is an important source of freshwater in this area, and the groundwater is mainly near the surface.

Since large urban areas in the watershed's cities contain many impervious surfaces, the increased surface runoff caused by heavy rains must be considered while assessing the watershed's flood response to a rainfall event. The watershed also affects local flood management. Currently, rain falls on impermeable land where the water collects in pools or runs off rapidly where development has taken place.

Numerous tributaries exist throughout both the freshwater and estuarine portions of the watershed and can influence the overall hydrology of the area depending on rainfall and regional hydrological conditions. The health of coastal ecosystems relies on robust communities of seagrasses, oyster beds, and mangroves for juvenile fish and other species. The emergent and submerged lands are important issues to evaluate the health of the watershed in the coastal zone. Despite not directly interfacing with the ocean, the wetlands, and riverine floods pose a significant threat to this sub-watershed, potentially causing adverse impacts within the region.

Wetlands serve many purposes, including acting as recharge areas, filters for contaminants, and buffers that mitigate temperature changes in adjacent areas. In South Florida, due to hydrologic modifications over the past 100 years, the natural storage and buffering capacity of wetland areas in the basin have decreased. As a result, water levels in the watershed can rise substantially in short periods. The water levels occur outside desirable ranges, either too high or too low, with rapid water level fluctuations.

Figure 1.3 shows the prior vulnerability mapping performed by FAU for the TMDL region, compared to the FEMA flood map (Figure 1.4) and a 2004 -2014 repetitive loss map (Figure 1.5). The repetitive loss map shows the concentration of losses in the community along the bay and the barrier islands.

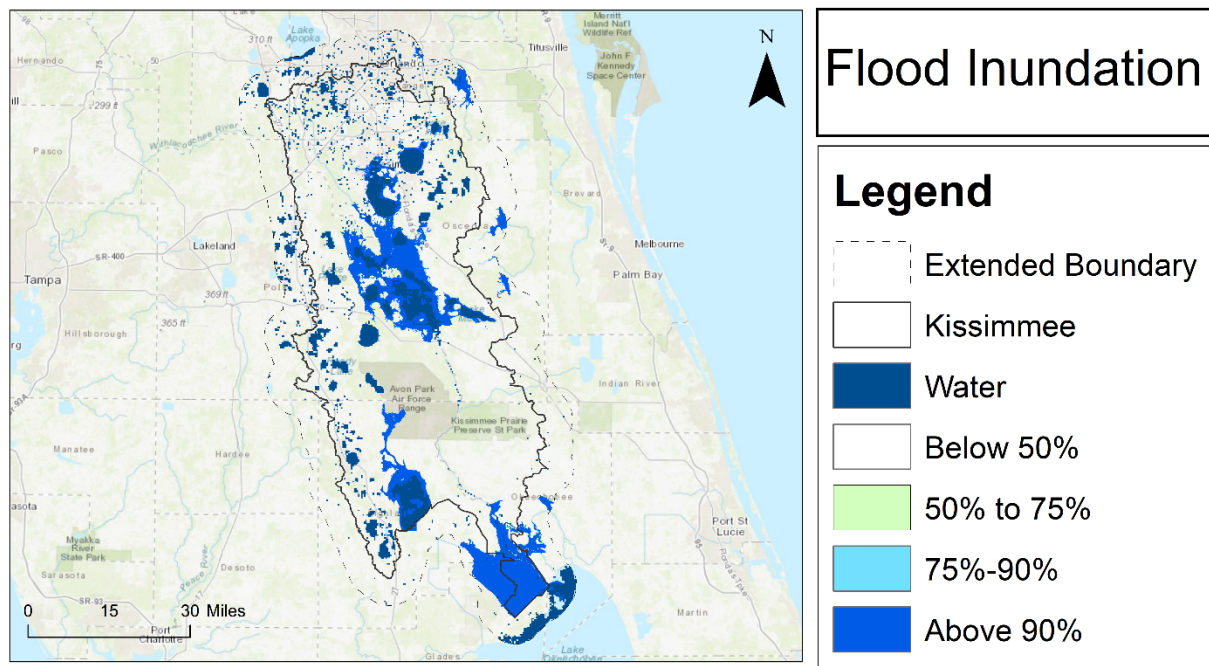


Figure 1.3. Flood Inundation in Kissimmee River Basin.

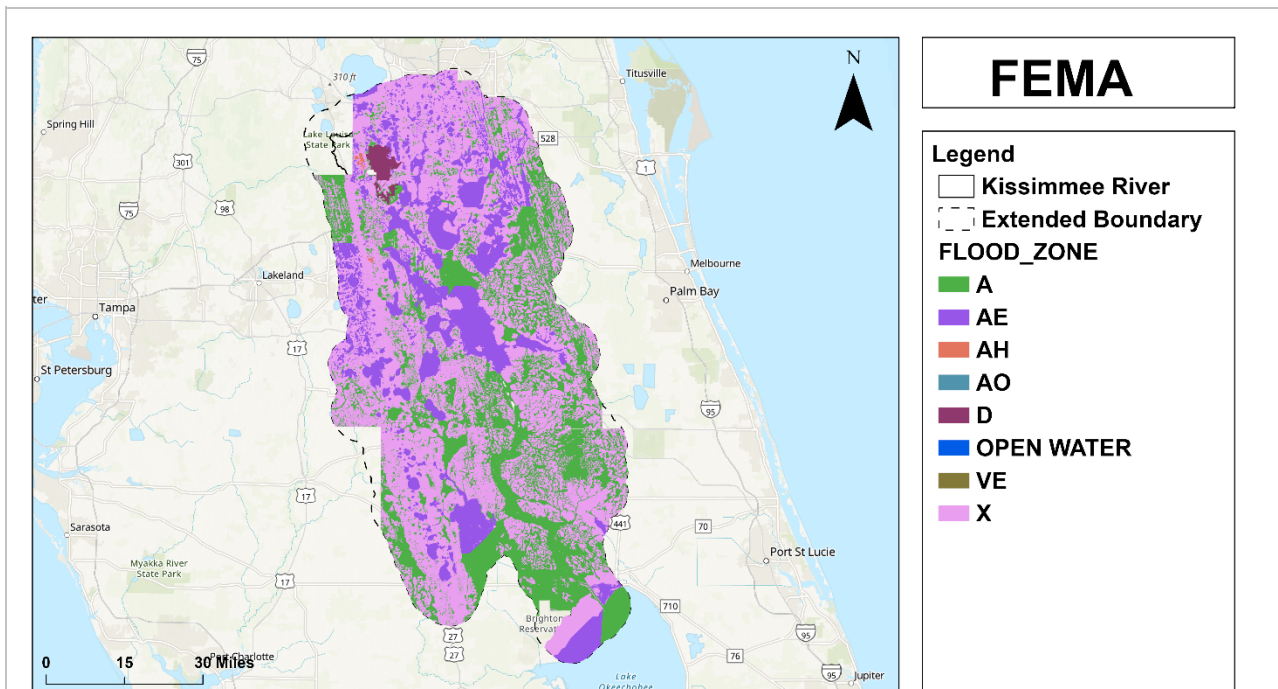


Figure 1.4. FEMA-based Flood areas in Kissimmee River Basin

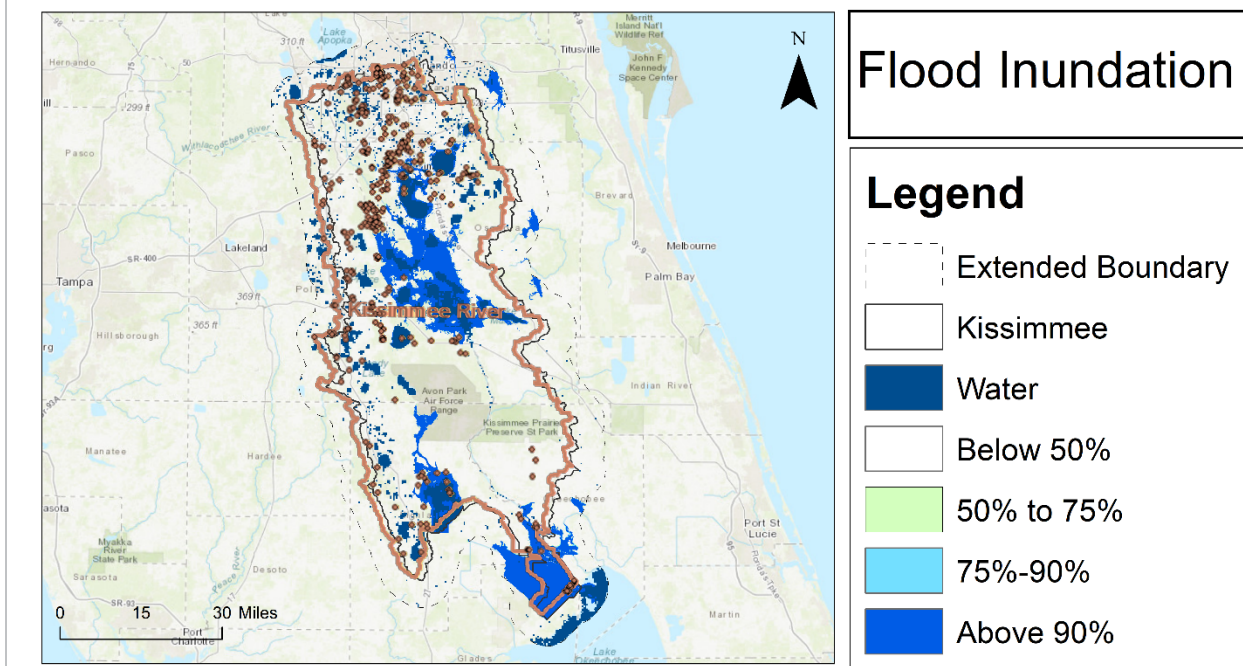


Figure 1.5. Repetitive loss areas from 2004 -2014 superimposed on the flood risk map created by FAU.

The Subrecipient includes multiple HUC 12s (see Figure 1.6). As a result, watershed plans for each HUC will need to be developed and integrated as a part of the 452b submission.

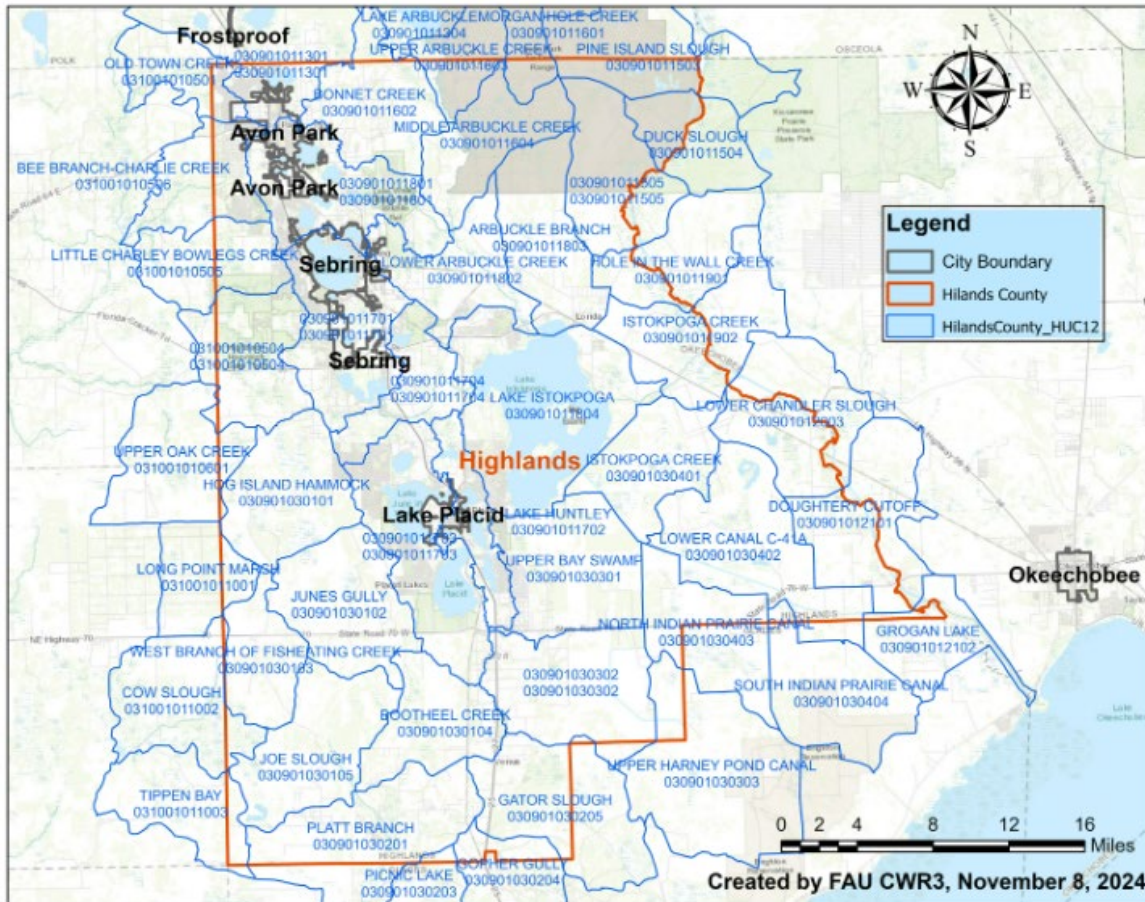


Figure 1.6. HUC12s in Highlands County

The Local Mitigation Strategy Working Group consists of the following 14 agencies:

- Highlands County Board of County Commissioners
- Central Florida Regional Planning Council
- City of Avon Park
- City of Sebring
- Town of Lake Placid
- Florida Department of Health
- Florida Forest Service



- Florida-Georgia District Lutheran Church Missouri Synod
- Orange Blossom Baptist Association
- School Board of Highlands County
- Sebring Airport Authority
- South Florida State College
- Spring Lake Improvement District
- Sun 'n Lake of Sebring Improvement District

The LMS Working Group and program staff also conducted detailed studies to identify the hazards threatening the jurisdictions of Highlands County and to estimate the relative risks posed to the community by those hazards. The LMS Working Group has used this information to prioritize its planning efforts to assess the vulnerabilities of the facilities of Highlands County and the impacts of future disasters involving those hazards. The LMS Working Group has worked to identify, justify, and prioritize specific proposals for projects and programs that will avoid or minimize these vulnerabilities.

The proposed projects and programs to reduce the impacts of future disasters are called “mitigation initiatives” in this document. Mitigation initiatives have been developed and will continue to be developed by the LMS Working Group for implementation whenever the resources and opportunities become available. Implementation of this plan is essentially through the implementation of these mitigation initiatives, and with each implementation effort, the LMS Working Group will continue to ensure that the participating communities become more resistant to the human and economic costs of future disasters.

Many other hazards were eliminated from the Highlands County LMS update scope because of the County’s current conditions, location, climate, and/or topography. There are approximately 19,700 mobile home units/spaces throughout the County, including park model units/spaces. Many of these are in registered mobile homes or RV parks. Residents of mobile homes, including park models, located anywhere in the County are considered at risk during high wind events. Many of these mobile homes are vacant during the summer, representing the most probable time for a tropical cyclone.

In 2017, 18.7 percent of people were in poverty. Over 31 percent of related children under 18 were below the poverty level, compared with 8.8 percent of people sixty-five years old and over. The highest risk hazards throughout the planning area are determined to be:

- Hurricanes/ Tropical storms Hurricanes are large cyclonic storms with counter-clockwise winds of 74 mph or greater based upon the Saffir-Simpson Hurricane Wind Scale. Inland areas typically



receive less catastrophic damage since hurricanes dissipate rapidly to less than hurricane strength after landfall. Inland damage is usually in the form of flooding associated with the exceptionally heavy rains commonly associated with the remaining storm system. ; and

- Wildfires. Fires –Fires result from a lack of timely rainfall – mainly in the mid-spring period of the year. While fires damage property, they also remove vegetation that might help reduce coastal flood migration.
- Flooding - Flooding has been the most frequent occurrence in the County over the past 100 years. Residents can experience flooding from two sources, and they can occur at the same time:
 - Flooding and erosion triggered by tropical storms and hurricanes.
 - Riverine flooding, which is intense and abundant rainfall in our rivers, streams, channels, and numerous low-lying areas. The extent of a flood is generally measured in water levels and the amount of damage done. The County is highly subject to riverine flooding due to heavy rains.

The highest risk hazards by planning jurisdiction are considered to be:

- Dam/ Levee failure for unincorporated Highlands County and the SLID;
- Floods for the City of Avon Park, the unincorporated areas of Highlands County, and the SLID; and
- Wildfires are considered to be *particularly* high-risk hazards for unincorporated Highlands County.

As a result, the subrecipient's goals will be to

- Identify flood-prone areas under the modeling scenarios
- Identify solutions to the flooding that is created by flood modeling

The proposed watershed master planning effort to be conducted under this grant will include prior efforts by the Subrecipient and build of the prior modeling by FAU into the community as it relates to the combination of king tides, storm events, and rainfall, with respect to current and proposed drainage improvements and resilience solutions.

Description



2. WMP Scope of Work

FDEM will coordinate with Sub-recipients to produce a Watershed Master Plan (WMP) for credit under the Community Rating System (CRS). A pilot project was previously completed that consisted of research, the creation of a framework and guidance documents that ensure a consistent statewide approach to WMP development.

Sub-recipients under the Watershed Planning Initiative will use the guidance materials to produce a Watershed Master Plan for credit under CRS. Guidance materials can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative>. The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary for completion include:

Task 1 – Creation of preliminary scope of work, initial flood modeling & submission of draft WMP to CRS officials for approval. The flood modeling should consider evaluations of the watershed's runoff response from design storms under current and predicted future conditions and assessments of the impacts of sea level rise and climate change. Preliminary modeling should include 10-, 25- & 100- year storm events. This initial scope of work and WMP draft should include preliminary modeling of the 10-, 25- and 100-year storm events, an inventory of the ground characteristics and data availability, existing regulations and plans in place, a description of vulnerable areas or areas of interest, a list of potential solutions, and a brief description of future actions plans.

Task 2 – Submit final WMP & CRS submittal. After receiving feedback and approval on the sub-recipient's scope of work and flood modeling submission in Task 1 from FDEM, the sub-recipient will finalize the flood modeling process and complete their WMP. At a minimum, the modeling and WMP must include 10, 25 & 100-year storm events—or model sea level rise—to receive credit through CRS element 452.b. The sub-recipient will submit their documentation of their WMP submittal to CRS to FDEM as well as their final WMP to FDEM for approval.

Based on your project type selected (WMP or SWMP), please describe in detail below (or on a separate page attached to this proposal) how your community plans to complete the above tasks. Please provide any details related to staffing to complete the proposed project, if you will be hiring an outside agency/firm, and what resources you have at your disposal to accomplish the project:



Description

FDEM has two tasks as a part of the grant process, as noted in the prior section. To complete the plan, the subrecipient, and Florida Atlantic University will update their CRS plan and submit the updated perspective point total to CRS to receive points for element 452.b. The sub-recipient will submit the updated CRS plan to CRS for approval simultaneously as they submit their final WMP to CRS for approval. If revisions are necessary, the sub-recipient will correct and re-submit for CRS approval. The FAU contract will be a lump sum.

Task 1 for the subrecipient grant includes Tasks 1.1 – 1.6, which FAU will perform under subcontract.

Task 1.1 - Background Info Gathering FDEM has two tasks as a part of the grant process, as noted in the prior subrecipient, and Florida Atlantic University will update their CRS plan and submit the updated perspective point total to CRS to receive points for element 452.b.

Task 1.2 - Policy Documentation for HUCS

Task 1.3 - Risk Models for HUCS

Task 1.4 - Identifying Critical Areas/Solutions in HUCS

Task 1.5 - Action Plan

Task 1.6 - Submit for Staff Review

Task 2.1 - Submit to NFIP for Review

Task 2.2 - Update CRS submission

Task 2.3 - Commission Approval

Interim documentation will be provided for submission for initial commentary at the 75% stage of Tasks 1.1 to 1.5. FAU will complete Tasks 1.6 based on feedback from NFIP reviewers as a part of Sub-recipient Task 2 in the FDEM RFP and provide support for Tasks 2.1 to 2.3, which are a part of Task 2 in the FDEM guidance. Each work task is outlined in the following paragraphs.

Task 1.1 - Background Information

Watershed Master Plans (WMPs), as conceived by the National Flood Insurance Program (NFIP) Community Rating System (CRS) program, provide an outline for communities to reduce local flood risk. According to the CRS Coordinator's Manual 2021 Addendum (FEMA, 2021), "the objective of watershed master planning is to provide communities within a watershed with a tool they can use to make decisions that will reduce flooding from development on a watershed-wide basis." Successful watershed master plans (WMPs) consist of the following activities (Association of State Floodplain Managers, 2020):

1. Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions
2. Assessment of the impacts of sea level rise and climate change
3. Identification of wetlands and other natural areas throughout the watershed
4. Protection of natural channels
5. Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled
6. Specific mitigation recommendations to ensure that communities are resilient in the future



7. A dedicated funding source to implement the mitigation strategies recommended by the plan

The process begins by first characterizing the watershed. A balanced approach is needed to obtain watershed-related information with the relevant precision. For example, groundwater is relevant when the ground and surface waters are directly connected, and the soil may lack the capacity for infiltration storage. Geology, hydrogeology, land use, canals and other water bodies, and historical changes to the surface may be relevant to create the watershed description. A summary of the local communities involved in each HUC will be developed. Topographic features, uplands, wetlands, and shorelines will be delineated along with current flood maps. Other requirements are growth projections and mitigation strategies at various scales (watershed, regional, and local) to limit increasing flood risk. FAU will collect the necessary data to generate the mapping products needed for watershed master planning activities.

DELIVERABLE: Chapters 1 and 2 of the Watershed plan

Task 1.2 - Policy Documentation for HUCs

A Watershed Master Plan should be cognizant of applicable regulatory guidelines, ordinances, and public policies related to water management within the study area. It is important that the WMP identifies the control actions, management practices, and regulations, as well as the agencies that have authority and jurisdiction as applicable to the study area. These will include regulatory standards for new development such that peak flows and volumes are sufficiently controlled and regulations that prohibit development, alteration, and modification of existing natural channels are in place. Existing regulations include federal, state, tribal, regional, and local rules. FAU, with assistance from the communities in the study area, will identify the necessary documents, including the Local Mitigation Strategy (LMS) plan and previous CRS credit reviews, as well as minimum flows and levels and flow volumes, as applicable.

DELIVERABLE: Chapter 3 of the Watershed plan

Task 1.3 - Risk Models for HUCS

Modeling and assessment of vulnerability focused on the combination of a high-water table, low soil storage, heavy rains, flat topography, and impervious conditions that can lead to localized nuisance flooding events. Modeling at the screening level is needed to identify areas of the watershed that are at risk. FAU will use a screening tool to identify regions with elevated risk of inundation based on multiple collected datasets and hydrological modeling. The screening tool utilizes topographic data from various sources, water table elevations, tidal information for coastal areas from the NOAA Current & Tides website, soil maps from the USDA, and other key datasets. Figure 1 shows how the GIS layers interface in the tool and how they are combined for spatial analysis. The model chosen for this screening tool is Cascade 2001, a multi-basin hydrologic/hydraulic routing model developed by the South Florida Water Management District. The model permits the investigator to analyze

different storm events and flooding scenarios. The following data layers collected during Task 1 activities are processed to develop the input files for Cascade 2001.

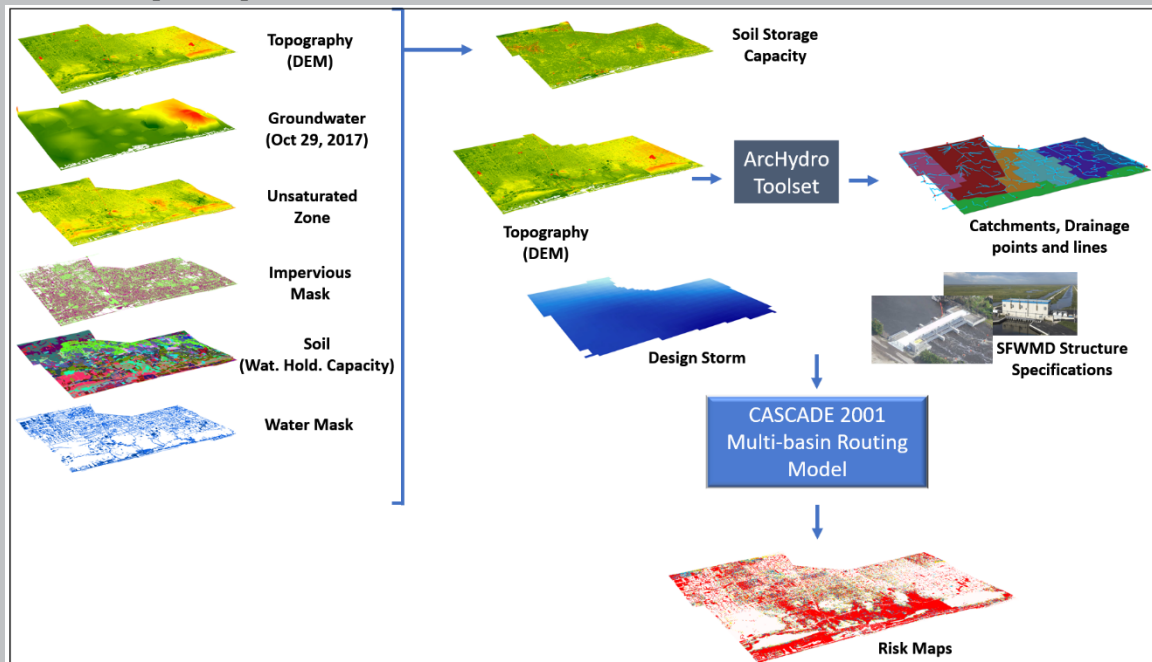


Figure 1. Screening tool methodology for creating flood risk maps

FAU will conduct map development activities that address the required design storms, including 5-, 10-, 25- and 100-year floods, plus the 3-day, 25-year storm event, with 1, 2, 3, 4, and 5 ft of sea level rise and king tides, as applicable. At a minimum, the modeling and WMP must include 10-, 25- & 100-year storm events—or model sea level rise—to receive credit through CRS element 452.b. Note that understanding build-out and the impacts build-out has on drainage are factors that must be considered in modeling and must come from the underlying local communities. This is the watershed master planning assessment.

DELIVERABLE: Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling

Task 1.4 - Identifying Critical Areas/Solutions in the HUCs

Once areas at risk have been identified in the watershed master planning assessment, Task 1.4 is designed to identify potential mitigation measures to improve community resilience and flood protection. The process starts with narrowing down the feasible engineering alternatives using threshold criteria and quantifiable selection criteria that include measures of effectiveness, cost, and added benefit to the community. At the center of these planning efforts should also exist the provision for an adequate drainage system designed to accommodate an increased volume of water and/or increased peak flows. Current capital plans, stormwater master plans, capital projects, etc., will be identified. Local governments have these documents, which will be secured in Task 2. For this document, 35 solutions referred to as the “Periodic Table” menu of green and grey infrastructure technologies (Figure 2) will be referenced as applied as applicable. Issues like pump

stations, changing weir elevations, larger pipes, and coastal sea walls are major hardening efforts that can be modeled in Cascade 2001.

Menu of Green and Grey Infrastructure Technologies

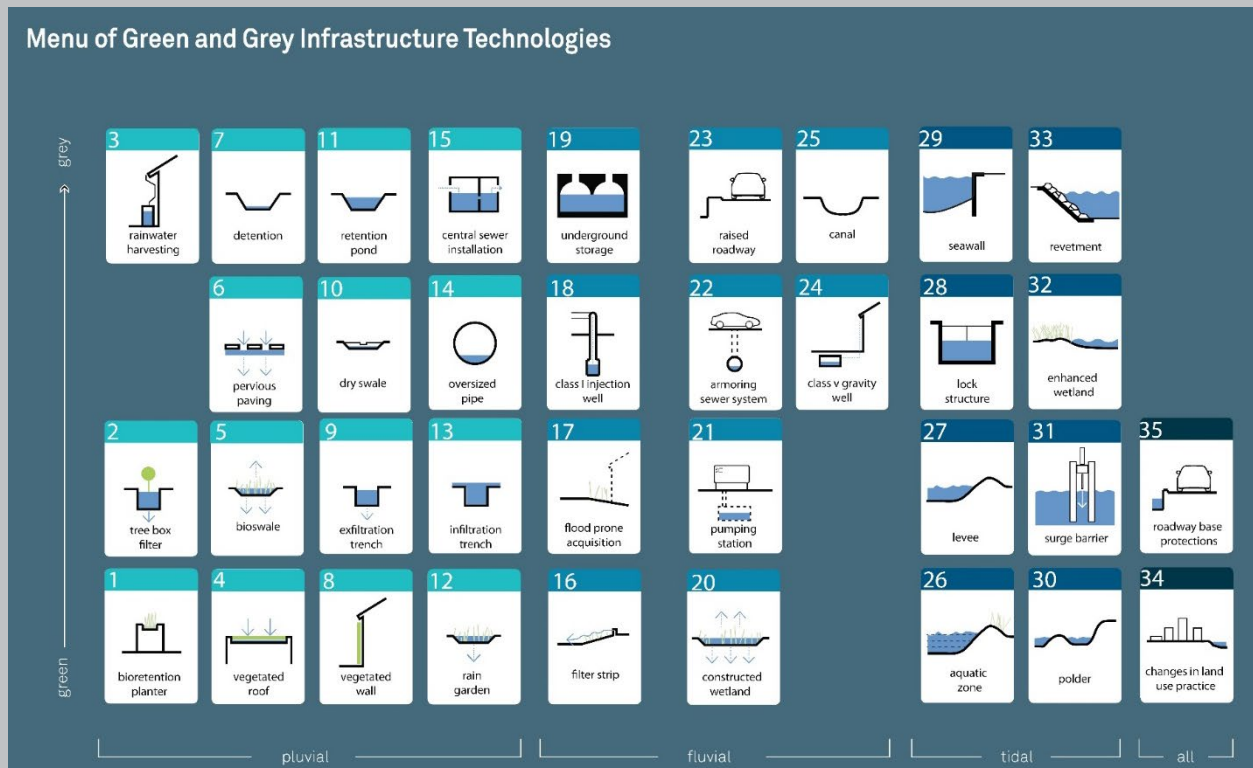


Figure 2. “Periodic table” menu of green and grey infrastructure technology options. The menu is organized to address various flooding types, from *pluvial* (rainfall and runoff mitigation in upland areas), *fluvial* (runoff, high groundwater, and surface water management in low-lying flood-prone areas), *tidal* (flooding associated with storm surge, high groundwater, and tidally influenced), and *all* (applies across the spectrum).

DELIVERABLE: Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC

Task 1.5 - Action Plan

The key components of the implementation phase are: 1) the implementation team, 2) information/education, 3) capital improvement projects, 4) maintenance, 5) monitoring, and 6) evaluation and adjustments. A watershed implementation team comprised key stakeholder partners from the planning team, particularly those whose responsibilities included ensuring the implementation of tasks, reviewing monitoring data, ensuring technical assistance in designing and installing management measures, finding new funding sources, and communicating results to the public.

DELIVERABLE: Chapter 6 of the Watershed plan – this should complete the planning document

**Task 1.6 - Submit Draft Plan to Staff for Review**

FAU will submit the draft WMP to staff for review and comments. Feedback will be addressed in a timely fashion before Task 2.1.

DELIVERABLE: Delivery and receipt of comments from staff on the planning document

Task 2.1 - Submit the Draft plan to FDEM and NFIP Staff for Review

FAU will support the subrecipient's submission of the draft plan to staff at NFIP for review and comments. Feedback will be addressed in a timely manner so that Task 2.2 can be pursued. FAU has no control over the length of time that NFIP and FDEM staff require to review the draft WMP documents.

DELIVERABLE: Chapter 6 of the Watershed plan – this should complete the planning document

Task 2.2 - Update CRS submission

FAU will support the subrecipient's submission of the revised CRS plan to staff at NFIP for review and comments. Feedback will be addressed in a timely manner so that Task 2.3 can be pursued. FAU has no control over the length of time that NFIP and FDEM staff require to review the draft WMP documents.

DELIVERABLE: n/a

Task 2.3 - Commission approval

FAU will support the subrecipient's submission of the draft WMP to its governing board for approval. If the subrecipient desires FAU faculty presence, this will be coordinated with FAU.

DELIVERABLE: n/a

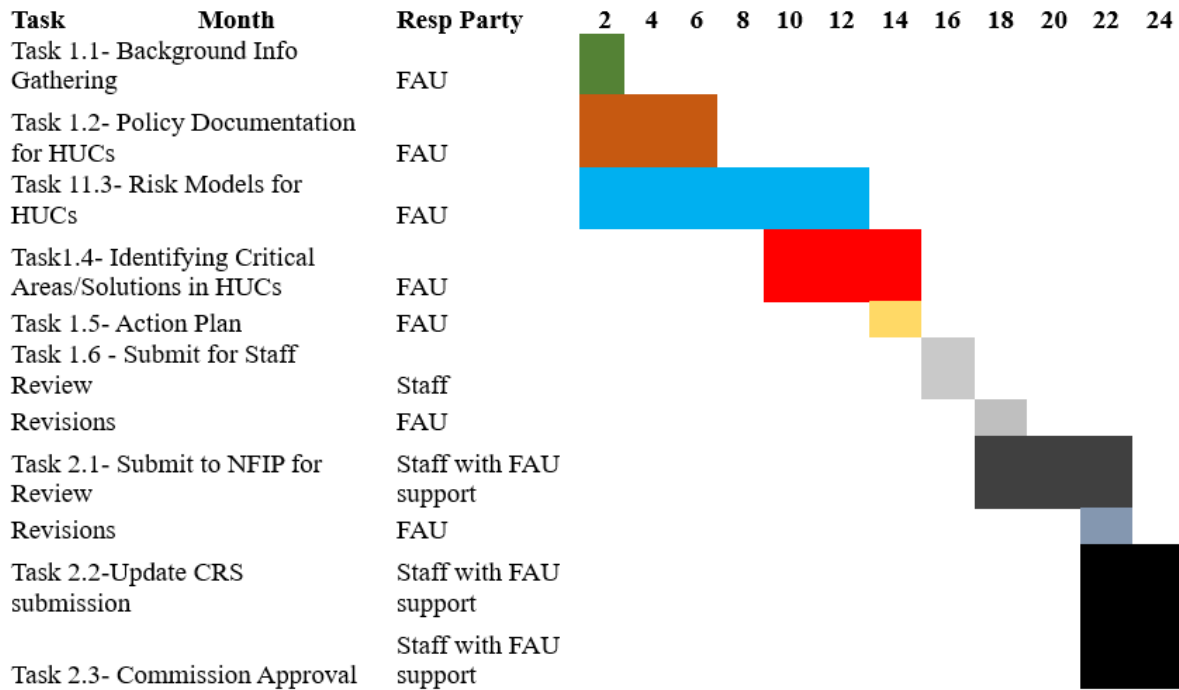
Progress reports to FDEM

FAU will support the subrecipient's submission of quarterly and monthly reports. To this end, FAU will prepare the reports and submit them to the subrecipients as outlined in the subrecipient's grant.



MITIGATION

Schedule



3. Qualifications of the Project Team

The Sub-recipient will engage Florida Atlantic University's team to perform the Florida Division of Emergency Management (DEM)'s Bureau of Mitigation for Hazard Mitigation Grant Program (HMGP) DR-4337-004-P. The team is uniquely qualified to perform this effort given that they created the template document of the watershed master plans, the screening modeling protocol and have already conducted work in the community. The team has previously worked together on 21 watershed plans throughout the state as well as the Phase 1 templates and examples for FDEM.

Florida Atlantic University is a member of the state university system with over 1,000 faculty members and 30,000 students, 600 of which are civil engineering students, and partner with which the City has successfully collaborated previously. Florida Atlantic University is the 5th largest State University with multi-disciplinary areas, such as civil engineering (including water/wastewater treatment, stormwater, GIS and traffic studies), urban and regional planning, environmental planning, coastal processes and the



MITIGATION

Center for Environmental Services (CES). It is the largest economic engine in Palm Beach County, with a significant presence in the area of environmental research at the Davie campus.

In response to the devastating effects of flooding on human safety and home properties, the Center for Water Resiliency and Risk Reduction (CWR3) was established at Florida Atlantic University in 2020 to help local communities develop mitigation strategies and participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS). It is a collaborative project involving a team of faculty and student researchers from multiple colleges and universities. Specifically, CWR3 is a clearinghouse for watershed master planning tools and policies, including best available mapping data, outreach/public education materials for flood risk, incentives to reduce future losses, and mitigation strategies, particularly green infrastructure options. The Center will assist communities with sophisticated modeling tools for assessing stormwater risk and solutions, as well as develop mitigation techniques to maintain water resilience during emergencies. CWR3 also provides technical support to communities that participate in or wish to participate in the CRS. The Center has 21 plans in various stages of completion.

The current project team will be led by Dr. Frederick Bloetscher, P.E., a Professor in the Department Civil, Environmental and Geomatics Engineering, Associate Dean for Undergraduate Studies and Community Outreach for the College of Engineering and Computer Science, and Director for the Center for Water Resiliency and Risk Reduction at Florida Atlantic University in Boca Raton, where his focus is on infrastructure and utility issues, including water resources, water supply sustainability, stormwater (including sea level rise) and wastewater disposal issues. He received his bachelor's degree in civil engineering from the University of Cincinnati and earned his Master of Public Administration degree from the University of North Carolina at Chapel Hill. His Ph.D. is in civil engineering from the University of Miami. Prior to coming to academia, Dr. Bloetscher served as the utility director and deputy director for several large water and sewer systems, and as a city manager in North Carolina. He has consulted for years before joining FAU in 2004.

Dr. Yan Yong is a Professor in the Department Civil, Environmental and Geomatics Engineering at Florida Atlantic University in Boca Raton. While his expertise is in fluid turbulence and structural engineering, he has spent the last 2 years managing the Hazard Mitigation Grant Project. He received his Ph.D. in aeronautical engineering from the University of Illinois at Urbana-Champaign. He is a former Chair in the Department Civil, Environmental and Geomatics Engineering at Florida Atlantic University.

Dr. Hongbo Su, P.S.M., is an Associate Professor in the Department Civil, Environmental and Geomatics Engineering at Florida Atlantic University. His expertise is in geospatial engineering, GIS and watershed analysis. He was integral to the development of the scanning model tools in the initial Hazard Mitigation Grant Project from FDEM. His interests are Land Surface-atmospheric Interactions with an Emphasis on Energy Balance and Water Cycling, Surface Hydrology Quantitative Remote Sensing and



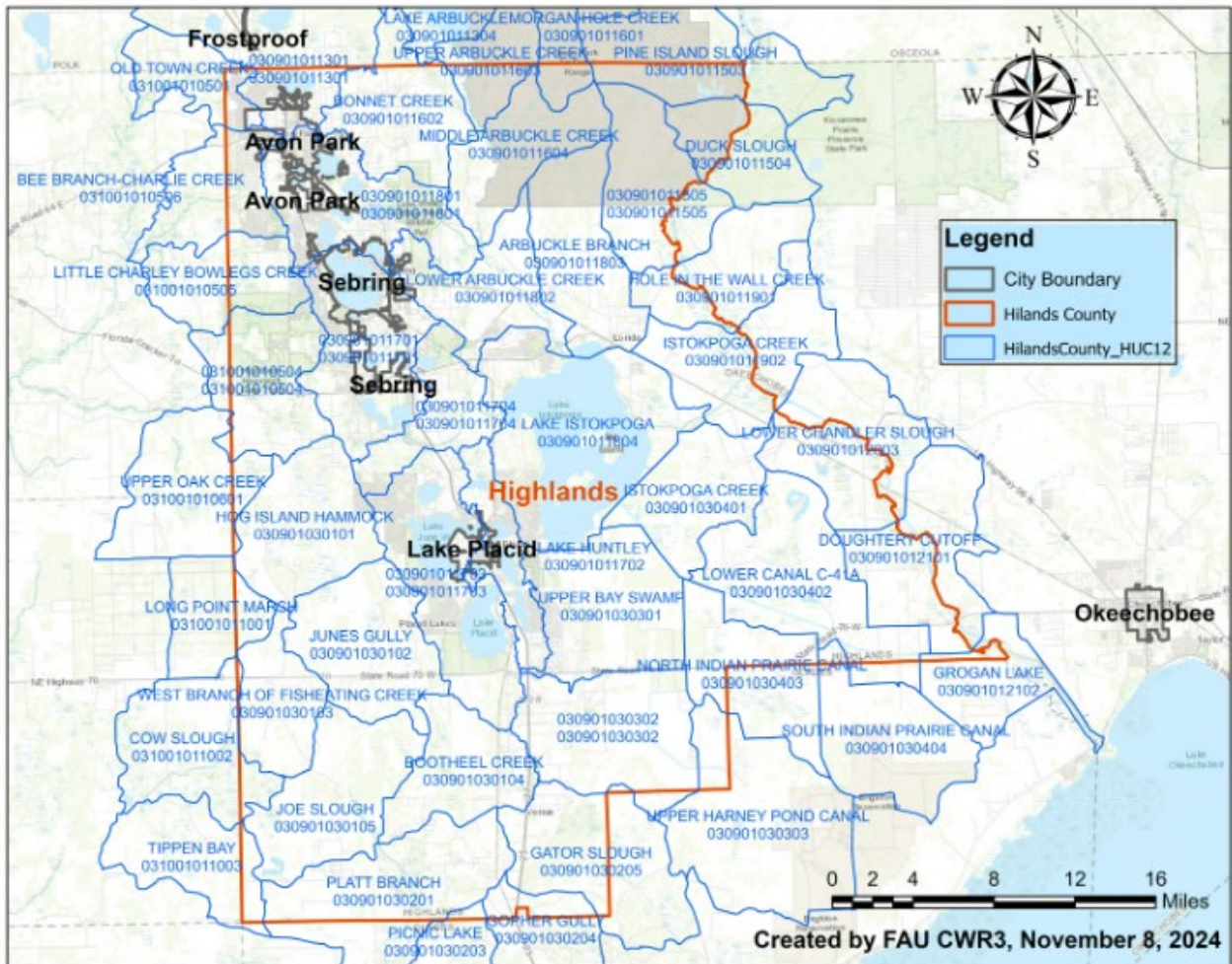
Geographic Information Systems. He is the Director for the Laboratory for Remote Sensing and Hydrometeorology at FAU and a registered professional surveyor and mapper in Florida. He earned his PhD. From Princeton University.

FAU employs graduate and undergraduate students as well as faculty in the Department of Geosciences who participated in the Phase 1 project on an as-needed basis. FAU has more than enough resources to carry out the phase 2 program for the Subrecipient.

For the Subrecipient, numerous staff are engaged in the current CRS planning activities. The community has a CRS coordinator who will act as the program manager for the contract with FAU. As a local government, The Subrecipient retains responsibility for meeting the flood control and stormwater needs for the community and ensures that existing and future systems are constructed, operated, and managed to meet future needs.

The Subrecipient has an elected governing body. The Chief Administrative Officer of the governing entity is the Manager who is appointed by the governing body, and oversees staff that is responsible for finance, public works, land and community development, leisure, and administrative sectors, among many others. As a result, the Subrecipient is fully prepared to implement a program of this magnitude.

3. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:



Map of Highlands County and the 46 HUC12 Watersheds to be modeled

5. Community Information

Answer questions A through H for the community(ies) that is participating in the Watershed Planning Program.

Information can be provided using this proposal form, the attached CRS Points Spreadsheet (for questions g & h) or in a separate document clearly identifying the questions and answers.

- Jurisdiction Name
- Name of LMS Coordinator or Floodplain Coordinator/Manager
- Is the community a participant in good standing with the National Flood Insurance Program (NFIP)?
- The NFIP Community Identification Number (CID)
- Does the community participate in the Community Rating System (NFIP CRS)?
- What is the current CRS Class Rank?



MITIGATION

- g) What is the total # of CRS points accrued at the time of application?
 h) What is the total # of CRS points you expect to receive from completing a WMP?

Jurisdiction Name (a)	LMS and/or Floodplain Coordinator (b)	NFIP Participant (c)	CID # (d)	CRS (e)	CRS Ranking (f)	CRS Total Accumulated Points (g)	Expected Points from WMP (h)
Highlands County	Kelsey Whidden	☒ Y ☐ N ☐ NA	120111	☒ Y ☐ N	8	1113	315

Project Location

- ☐ Attach a copy of a city or county scale map (large enough to show the entire WMP area)
- ☐ Attach a map outlining the total area being modelled for your WMP

Flood Insurance Rate Map (FIRM)

- ☐ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. FIRM maps are required for this application. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at <https://msc.fema.gov/portal>.

- Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area). (See FIRM legend for flood zone explanations) (A Zone must be identified)

☐ VE or V 1-30	☒ AE or A 1-30
☐ AO or AH	☒ A (no base flood elevation given)
☒ B or X (shaded)	☒ C or X (unshaded)
☒ Floodway	
☐ Coastal Barrier Resource Act (CBRA) Zone	

6. Schedule of Work

Using the outline below, estimate in monthly increments how much time will be estimated for each task to complete the Plan. When developing the schedule, please use timeframes from the date of subrecipient agreement execution. Add additional tasks as necessary on a separate sheet and attach to this proposal form.

Task(s)	Number of Months to Complete
Field Work and Data Collection	4
Initial Flood Modeling	12
Preliminary WMP	12



MITIGATION

Revise WMP and Submit Completed WMP	5
Division Approval and Closeout	4
Total Months	24
Total Schedule	
Estimate the total duration of your proposed activities (do not exceed 24 months)	24
Proposed start date (MM/DD/YYYY)	04/01/25
Proposed end date (MM/DD/YYYY)	03/31/27

7. Budget

Cost estimates should be consistent with scope of work items and work schedule. Presented cost estimates in the budget should have sufficient source documentation or justification. Costs must be eligible under HMGP and conform to the requirements set forth in 2 CFR 200 E. Applicants must ensure that cost are reasonable, allowable, allocable, and necessary for the completion of a Watershed Master Plan consistent with the scope of work. Additional justifications related to the budget can be attached to your submitted proposal form.

Cost Item	Unit	Amount	Rate	Total Cost
Personnel				\$100,000 (In-kin)
Fringe Benefits				
Travel				
Equipment				
Supplies				
Contractual				\$300,000 (FAU)
Other				
Total Project Cost				\$400,000

8. Cost share

Maximum Federal Share for the project is 75 percent. Non-federal funding share is that portion of the total project costs provided by the non-federal entity in the form of in-kind contributions (professional services, labor, etc.) or cash match received from third parties or contributed by the entity. In-kind contributions must be provided and/or cash expended during the project period of performance to satisfy matching requirement. Please present the cost-share information for the proposed project below.

Federal and Non-Federal Cost Share Breakdown		
TOTAL PROJECT COSTS	\$ 400,000	
Estimated Federal Share (max 75%)	\$ 300,000	75%



MITIGATION

Estimated Local Share: Cash	\$	%
Estimated Local Share: In-Kind *	\$ 100,000	25%
Estimated Local Share: Third-Party *	\$	%
Date of local share funding availability		
*Provide narrative or description of in-kind or third-party match sources below:		

Federal and Non-Federal Cost Share Breakdown

Provide any additional comments and/or reference to applicable attachments (optional)

Copy of the FIRM panel maps combined in a single pdf is available at:

https://drive.google.com/drive/folders/1Wo084XmS-JJCCZ2r2y546pZeVRn5nrDS?usp=drive_link

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of Pay without PO for Foley Products

STATEMENT OF ISSUE

Pipe Order Discrepancy A request for a quote on pipe was submitted but could not be processed due to it exceeding the approval threshold. Consequently, a Purchase Order (PO) was created for a reduced quantity, and an order was placed accordingly. However, Foley inadvertently shipped the originally quoted quantity to the project job site, which was then partially utilized in the project without our awareness of this error. The original PO has been paid in full, and we are now requesting a remaining balance of \$70,500.88. It's important to note that the pipe is essential for the continuation of the project, as well as maintenance needs, and was intended to be procured under an Invitation to Bid (ITB).

RECOMMENDED ACTION

Move to approve Pay without PO for Foley Products

FISCAL IMPACT

The Fiscal Impact is \$70,500.00. The funds are currently budgeted in FY 24/25 CFS Road Reconstruction Project 24016.

Attachments: [Foley PWOPPO 70,500.88 2.18.2025.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

**REQUEST FOR PAYMENT FOR INVOICE WITHOUT A PURCHASE ORDER
FOR INVOICE GREATER THAN \$10,000.00**

To: Purchasing Manager

From: Road and Bridge
Department / Division Name

Angie McCall
Requesting Employee's

Date: 2/4/2025

Purchase order to Foley Products #25041 [Vendor's Name/Number] was not created for the purchase billed on the attached invoice, for the following reason(s):

Foley did not ship the requested amount of pipe stated on the PO. They shipped the whole quote to the job site, and the pipe was installed without knowledge of error. This has been budgeted in Project #24016 Road Reconstruction. An ITB has been requested to purchase the remaining pipe needed to complete the project and to ensure this error does not occur in the future. \$43,287.20 has been paid on PO# 250624, requesting PWOPPO for remaining invoices totaling \$70,500.88.

By my signature I certify that:

- 1.) The goods or services were ordered by a County employee or volunteer approved to request a PO.
- 2.) The goods or services were received in good order and needed by the Department
- 3.) Funds are budgeted and available to pay for the goods or services.
- 4.) Supporting documentation.

Angie McCall 2/5/2024
Employee's Signature & Date

Jonathan Harrison 2/5/2024
Manager / Director's Signature & Date

Fund/Cost Ctr	Account	Project	Amount
4102A	56301Z	24016	70,500.88

Approval:

No other purchasing rules or procedures would be broken by approving the payment.

[Signature]
Purchasing Division - Signature

Feb 5, 2025
Date

Funds are available for payment and the amount is greater than \$10,000.00.

David Nitz
OMB Division - Signature

Feb 5, 2025
Date

Approved for payment based on the above information.

[Signature]
Assistant County Administrator - Signature

Feb 5, 2025
Date

Date of Board approval

Requesting Employee's Initials



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109499

Invoice Date: 1/14/2025

Office

Sold to: F63596
Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Job Number: 24-27960
Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250
4344 GEORGE BLVD
SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	POCHASE ORDER #	TERMS	PAGE
1/14/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	INVOICE NO
**AM 800141		KAM	85-8013878621C-1	1109499

Qty	Unit	118m	DHcrtption	Weight	Unit Prtce	TX	Extension
Structure: 36E.3				Station:			
56	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	35,000	\$200.20	D	\$11,211.20
7	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	D	\$0.00
Structure Total				\$11,211.20			

Structure: LUBE				Station:			
Each	LUBES		Pipe Lube 8#	0	\$11.00	D	\$11.00
Structure Total				\$11.00			

PlanUD: 320 Tax Code: AvaTax Total Weight 35,000

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

.....
..... NEW REMITTANCE ADDRESS.....
.....

Taxable	\$0.00
Non-Taxable	\$11,222.20
Sub Total	\$11,222.20
Tax	\$0.00
Invoice Total	\$11,222.20
Less Deposit	\$0.00
Invoice Balance	\$11,222.20

Remit to Address:
Foley Products Company, LLC
PO Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109751

Invoice Date: 1/15/2025

Office

Sold to: F63596 Highlands County Board of County Commissioners 600 S Commerce, 2nd Floor Debring, FL 33870		Job Number: 24-27960 Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250 4344 GEORGE BLVD SEBRING, FL 33875	
SHIP DATE 1/15/2025	TRUCK DRIVER Hired Hauler	ASE ORDER # 250624	TERMS NET 30 DAYS
LOAD **AM 800150	TRAILER	LES REP KAM	EXEMPT # 85-8013878621C-1
		PAGE 1	TICKET NO. 1109751

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 15E.3			Type:	Station:			
160	LF	RCPE18123	18" X 12" X 8' Class 3 Elliptical Pipe Solid (15" Round Equiv)	33,600	\$50.02		\$8,003.20
20	Each	15GE	15" Pipe Gasket 18x12 Elliptical	0	\$0.00		\$0.00
Structure Total							\$8,003.20
Structure: 24E.3			Type:	Station:			
32	LF	RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	12,320	\$100.04	0	\$3,201.28
4	Each	24GE	24" Pipe Gasket 30x19 Elliptical	0	\$0.00	0	\$0.00
Structure Total							\$3,201.28
Structure: LUBE			Type:	Station:			
	Each	LUBES	Pipe Lube 8#	0	\$11.00	0	\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 45,920

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS*****

Taxable	\$0.00
Non-Taxable	\$11,215.48
Sub Total	\$11,215.48
Tax	\$0.00
Invoice Total	\$11,215.48
Less Deposit	\$0.00
Invoice Balance	\$11,215.48

Remit to Address:
Foley Products Company, LLC
PO Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number 061100606
Account Number 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109502

Invoice Date: 1/14/2025

Office

Sold to: F63596
Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Job Number: 24-27960
Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250
4344 GEORGE BLVD
SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PIU	NET 30 DAYS	1
1/14/2025	Hired Hauler	250624		
LOP#	TRAILER	KAM	85-8013878621C-1	T KEY NO.
**AM 800144				1109502

Qty	Unit	11am	Description	Weight	Unit Price	TX	Extanalon
Structure: 24E.3				Station:			
120	LF	RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	46,200	\$100.04		\$12,004.80
15	Each	24GE	24" Pipe Gasket 30x19 Elliptical	0	\$0.00		\$0.00
Structure Total							\$12,004.80
Structure: LUBE				Station:			
Each	LUBES		Pipe Lube 8#	0	\$11.00	0	\$11.00
Structure Total							\$11.00

PlantID: 320

Tax Code: AvaTax

Total Weight

46,200

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

.....
..... NEW REMITTANCE ADDRESS
.....

Taxable	\$0.00
Non-Taxable	\$12,015.80
Sub Total	\$12,015.80
Tax	\$0.00
Invoice Total	\$12,015.80
Less Deposit	\$0.00
Invoice Balance	\$12,015.80

Remit to Address:
Foley Products Company, LLC
PO Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109503

Invoice Date: 1/14/2025

Office

Sold to: F63596
Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Job Number: 24-27960
Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250
4344 GEORGE BLVD
SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	AGE
1/14/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAN	TRAILER	SALES REP	CUSTOMER	TICKET NO.
**AM 800145		KAM	85-8013878621C-1	1109503

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 24E.3			Type:	Station:			
120	LF	RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	46,200	\$100.04		\$12,004.80
15	Each	24GE	24" Pipe Gasket 30x19 Elliptical	0	\$0.00		\$0.00
Structure Total							\$12,004.80

Structure: LUBE			Type:	Station:			
	Each	LUBES	Pipe Lube 8#	0	\$11.00	0	\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: **AvaTax** Total Weight 46,200

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

*****NEW REMITTANCE ADDRESS *****

Taxable	\$0.00
Non-Taxable	\$12,015.80
Sub Total	\$12,015.80
Tax	\$0.00
Invoice Total	\$12,015.80
Less Deposit	\$0.00
Invoice Balance	\$12,015.80

Remit to Address:
Foley Products Company, LLC
PO Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109748

Invoice Date: 1/15/2025

Office

Sold to: F63596
Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Job Number: 24-27960
Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250
4344 GEORGE BLVD
SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER	TERMS	PAGE
1/15/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	INVOIC NO
..AM 800147		KAM	85-8013878621C-1	1109748

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 24E.3			Type:	Station:			
120	LF	RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	46,200	\$100.04		\$12,004.80
15	Each	24GE	24" Pipe Gasket 30x19 Elliptical	0	\$0.00		\$0.00
			Structure Total				
							\$12,004.80
Structure: LUBE			Type:	Station:			
	Each	LUBES	Pipe Lube 8#	0	\$11.00		\$11.00
			Structure Total				
							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 46,200

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

.....
***** NEW REMITTANCE ADDRESS-... *****
.....

Taxable	\$0.00
Non-Taxable	\$12,015.80
Sub Total	\$12,015.80
Tax	\$0.00
Invoice Total	\$12,015.80
Less Deposit	\$0.00
Invoice Balance	\$12,015.80

Remit to Address:
Foley Products Company, LLC
PO Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.954.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109749

Invoice Date: 1/15/2025

Office

Sold to:	F63596 Highlands County Board of County Commissioners 600 S Commerce, 2nd Floor Debring, FL 33870	Job Number:	24-27960	Ship to:	HIGHLANDS COUNTY ROAD & BRIDGE PO# 250 4344 GEORGE BLVD SEBRING, FL 33875
SHIP DATE	TRUCK DRIVER	TELEPHONE	IS	PAGE	
1/15/2025	Hired Hauler	250624	NET30DAYS	1	
LOAD	TRAILER	KAM	85-8013878621C-1	INVOICE NO.	1109749
**AM 800149					

Qty	Unit	Item	Description	Weight	Unit Price	TAX	Extension
Structure: 24E.3				Station:			
120	LF	RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	46,200	\$100.04	0	\$12,004.80
15	Each	24GE	24" Pipe Gasket 30x19 Elliptical	0	\$0.00	0	\$0.00
Structure Total							\$12,004.80
Structure: LUBE				Station:			
Each	LUBES		Pipe Lube 8#	0	\$11.00		\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 46,200

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS*****

Taxable	\$0.00
Non-Taxable	\$12,015.80
Sub Total	\$12,015.80
Tax	\$0.00
Invoice Total	\$12,015.80
Less Deposit	\$0.00
Invoice Balance	\$12,015.80

Remit to Address:
Foley Products Company, LLC
POBox96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

QUOTE

Quote #: 24-27960
Order Date: 12/4/2024
BidDate: 12/11/2024

QUOTE

Office

Quote #: 24-27960
Ord&r Date: 12/4/2024
Terms: NET 30 DAYS

Bill to: Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Delivery to: HIGHLANDS COUNTY ROAD & BRIDGE
HIGHLANDS COUNTY, FL

Contact: Lisa McNew

Project Manager:

Phone : (863) 402-6529

Fax:

Phone:

Fax:

Customer ID: F63596

PO:

ShlpVia:

Sales Rep: KAM

PIPE

Structure ID	Structure Type	Weight	Height	Qty	Unit Price	Structure Price/Average	Notes
15E.3						\$8,003.07	
RCPE18123	18" X 12" X 8' Class 3 Elliptical Pipe Solid (15" Round Equiv)	1680		160	\$50.02	\$8,003.07	
15GE	15" Pipe Gasket 18x12 Elliptical	0		20	\$0.00	\$0.00	
24E.3						\$51,219.66	
RCPE30193	30" X 19" X 8' Class 3 Elliptical Pipe Solid (24" Round Equiv)	3080		512	\$100.04	\$51,219.66	
24GE	24" Pipe Gasket 30x19 Elliptical	0		64	\$0.00	\$0.00	
36E.3						\$54,454.40	
36GE	36" Pipe Gasket 45x29 Elliptical	0		34	\$0.00	\$0.00	
RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	5000		272	\$200.20	\$54,454.40	
LUBE						\$110.00	
LUBE	Pipe Lube	0		10	\$11.00	\$110.00	
				1072	\$28,446.78	\$113,787.13	
						Total	\$113,787.13

Applicable taxes will be applied at time of sale.

JobNotii:

- (1) This quotation is only valid in its entirety. Partial acceptance of this quotation is subject to an increase in pricing.



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109276

Invoice Date: 1/13/2025

Office

Sold to:	F63596 Highlands County Board of County Commissioners 600 S Commerce, 2nd Floor Debring, FL 33870	Job Number:	24-27960
		Ship to:	HIGHLANDS COUNTY ROAD & BRIDGE PO# 250 4344 GEORGE BLVD SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
1/13/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	INVOICE NO
**AM 800139		KAM	85-8013878621C-1	1109276

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 36E.3		Type:		Station:			
64	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	40,000	\$200.20	☐	\$12,812.80
8	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
Structure Total							\$12,812.80

Structure: LUBE		Type:		Station:			
1	Each	LUBE8	Pipe Lube 8#	0	\$11.00	☐	\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 40,000

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS *****

Taxable	\$0.00
Non-Taxable	\$12,823.80
Sub Total	\$12,823.80
Tax	\$0.00
Invoice Total	\$12,823.80
Less Deposit	\$0.00
Invoice Balance	\$12,823.80

Remit to Address:
Foley Products Company, LLC
P O Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100806
Account Number: 30080229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109277

Invoice Date: 1/13/2025

Office

Sold to:	F63596 Highlands County Board of County Commissioners 600 S Commerce, 2nd Floor Debring, FL 33870	Job Number:	24-27960
		Ship to:	HIGHLANDS COUNTY ROAD & BRIDGE PO# 250 4344 GEORGE BLVD SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
1/13/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
**AM 800140		KAM	85-8013878621C-1	1109277

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 36E.3		Type:		Station:			
64	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	40,000	\$200.20	☐	\$12,812.80
8	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
Structure Total							\$12,812.80
Structure: LUBE		Type:		Station:			
1	Each	LUBE6	Pipe Lube 8#	0	\$11.00	☐	\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: AveTax Total Weight 40,000

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS *****

Taxable	\$0.00
Non-Taxable	\$12,823.80
Sub Total	\$12,823.80
Tax	\$0.00
Invoice Total	\$12,823.80
Less Deposit	\$0.00
Invoice Balance	\$12,823.80

Remit to Address:
Foley Products Company, LLC
P O Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1110350

Invoice Date: 1/17/2025

Office

Sold to: F63596 Highlands County Board of County Commissioners 600 S Commerce, 2nd Floor Debring, FL 33870	Job Number: 24-27960 Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250 4344 GEORGE BLVD SEBRING, FL 33875
--	--

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
1/17/2025	Hired Hauler	250624	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	INQUIRY #	TICKET NO
**AM 800241		KAM	85-8013878621C-1	1110350

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 36E.3		Type:		Station:			
8	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	5,000	\$200.20	☐	\$1,601.60
8	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	5,000	\$200.20	☐	\$1,601.60
8	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	5,000	\$200.20	☐	\$1,601.60
1	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
1	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
1	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
Structure Total							\$4,804.80

Structure: LUBE		Type:		Station:			
1	Each	LUBE8	Pipe Lube 8#	0	\$11.00	☐	\$11.00
Structure Total							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 15,000

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS *****

Taxable	\$0.00
Non-Taxable	\$4,815.80
Sub Total	\$4,815.80
Tax	\$0.00
Invoice Total	\$4,815.80
Less Deposit	\$0.00
Invoice Balance	\$4,815.80

Remit to Address:
Foley Products Company, LLC
P O Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 878.954.1838
Email Remittance: Remittance@foleyproducts.com



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

INVOICE 1109275

Invoice Date: 1/13/2025

Office

Sold to: F63586
Highlands County Board of County Commissioners
600 S Commerce, 2nd Floor
Debring, FL 33870

Job Number: 24-27960
Ship to: HIGHLANDS COUNTY ROAD & BRIDGE PO# 250
4344 GEORGE BLVD
SEBRING, FL 33875

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
1/13/2025	Hired Hauler	250624	NET 30 DAYS	1
LT/LAD	TRAILER	SALES REP	EXEMPT #	TICKET NO
**AM 800138		KAM	85-8013878621C-1	1109275

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 36E.3			Type:	Station:			
64	LF	RCPE45293	45" X 29" X 8' Class 3 Elliptical Pipe Solid (36" Round Equiv)	40,000	\$200.20	☐	\$12,812.80
8	Each	36GE	36" Pipe Gasket 45x29 Elliptical	0	\$0.00	☐	\$0.00
			Structure Total				
							\$12,812.80

Structure: FL SURTAX			Type:	Station:			
1	Each	FL.COUNTY.TA	Florida Discretionary Sales Surtax (HIGHLANDS)	0	\$50.00	☐	\$50.00
			Structure Total				
							\$50.00

Structure: LUBE			Type:	Station:			
1	Each	LUBE8	Pipe Lube 8#	0	\$11.00	☐	\$11.00
			Structure Total				
							\$11.00

PlantID: 320 Tax Code: AvaTax Total Weight 40,000

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective immediately we charge a 3% processing fee for all credit card transactions.

***** NEW REMITTANCE ADDRESS *****

Taxable	\$0.00
Non-Taxable	\$12,873.80
Sub Total	\$12,873.80
Tax	\$0.00
Invoice Total	\$12,873.80
Less Deposit	\$0.00
Invoice Balance	\$12,873.80

Remit to Address:
Foley Products Company, LLC
P O Box 96458
Charlotte, NC 28296-0458

Wire/ACH Information:
Synovus Bank
Routing Number: 061100606
Account Number: 30090229
Email Remittance: Remittance@foleyproducts.com

Payment by Phone:
Call: 678.854.1838
Email Remittance: Remittance@foleyproducts.com

- 50.00
\$12,823.80

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Brandon Gunn, Parks & Facilities Mgmt. Director

SUBJECT/TITLE: Request approval to waive fees and field deposit for the 2025 Kiwanis Aktion Club Softball Classic at the Highlands County Multi-Sports Complex.

STATEMENT OF ISSUE

The Kiwanis Aktion Club of Highlands County is sponsoring the 24th Annual Softball Classic Tournament for the people in Highlands County with disabilities. The organization desire to have one practice date on March 30, 2025 from 3:00-5:00 pm and the tournament on April 6, 2025 from 12:00-6:00 pm. The fee for practice fields is \$200.00, tournament is \$400.00, and the field deposit would be \$300.00. The Kiwanis Aktion Club of Highlands County will follow rules and regulations for the Sports Complex and will provide insurance as required by Highlands County.

RECOMMENDED ACTION

Move to approve waiver of fees and field deposit for the 2025 Kiwanis Aktion Club Softball Classic at the Highlands County Multi-Sports Complex.

FISCAL IMPACT

The fiscal impact would result in a loss of revenue to Fund 005 (General fund), account 3475100 (Revenue Account) of approximately \$600.00.

Attachments: [Aktion Club 020325.pdf](#)

Attachments: [Aktion Club 020325 History.pdf](#)



Cindy Marshall, Advisor
P.O. Box 1431
Avon Park, FL 33826
(863) 443-0438

February 1, 2025

Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, FL 33870

Dear Commissioners:

Aktion Club of Highlands County would like to once again host the annual Softball Classic Tournament for athletes with special needs at the Highlands County Softball Complex and would like to ask the Highlands County Board of County Commissioners to waive the fees to use the fields. This will be our 24th annual event.

We would like to request all the fields on March 30 and April 6. We will practice from 3-5 p.m. on March 30 and host the tournament from 12-6 p.m., April 6. We will need access to the bathrooms and would only need to use the concession stand on April 6 to serve lunches and snacks to the players. We would need to bring items to the concession stand on April 5 for the tournament to be ready for the event.

If there are any questions, I can be reached at 863-443-0438. Thank you for your consideration in helping some very special athletes in our county.

Sincerely,

Cindy Marshall

Cindy Marshall
Aktion Club Advisor

HIGHLANDS COUNTY FACILITIES - FEES WAIVED							
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 02/03/2025	2021-22	2022-23	2023-24	2024-25
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	16	\$ 3,200.00	\$200.00	\$200.00	\$200.00	\$200.00
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	\$ 14,021.00	\$500.00	\$500.00		\$500.00
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	8	\$ 5,825.00	\$400.00	\$400.00	\$400.00	\$400.00
Kiwanis Aktion Club of Highlands County (<i>formally Ridge Area ARC & Special Stars</i>)	Ag Center - Auditorium	6	\$ 4,715.00	\$380.00	\$500.00		
Kiwanis Aktion Club of Highlands County (<i>formally Ridge Area ARC & Special Stars</i>)	Sports Complex	16	\$ 15,550.00	\$325.00	\$1,025.00	\$600.00	\$400.00
Salvation Army	Sports Complex	3	\$ 1,125.00	Cancelled			
Sebring High School Boys and Girls Soccer Program	Sports Complex	4	\$12,170.00	\$4,150.00	\$4,975.00	\$2,400.00	\$3,720.00
Hill Gustat Middle School Soccer Program	Sports Complex	1	\$330.00				\$330.00
Sebring Middle School Soccer Program	Sports Complex	1	\$1,480.00				\$1,480.00
Sebring Middle School Junior Varsity Football	Sports Complex	1	\$250.00			\$250.00	

2/5/2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Request approval of the Agreement with Steve Davis Topping & Hedging, Inc, for the provision of mowing services for the Avon Park Estates Special Benefit District and County Owned Roadside areas.

STATEMENT OF ISSUE

On October 3, 2024, solicitation ITB 24-036, was issued for Avon Park Estates Special Benefit District and County Owned Roadside areas. Five (5) submissions were received. The award to the lowest responsive and responsible bidder was made to Steve Davis Topping & Hedging, Inc.

RECOMMENDED ACTION

Move to authorize the approval of the Agreement with Steve Davis Topping & Hedging, Inc, for the provision of mowing services for the Avon Park Estates Special Benefit District and County Owned Roadside areas and authorization for the Chairman/Vice-Chairman to execute the Agreement.

FISCAL IMPACT

The fiscal impact for FY24-25 is \$33,775 to Fund 111 (Avon Park Estates SBD) and \$6755 to Fund 110 (Transportation) which are properly budgeted in their respective cost centers.

Attachments: [Steve Davis Agreement Contractor Signed.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Steve Davis Topping & Hedging, Inc., 217 Sunny Acres Road, Davenport, Florida 33837, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for mowing services for the Avon Park Estates Special Benefit District and County owned roadside areas ("Avon Park Estates Mowing"), pursuant to the COUNTY's Purchasing Policy and ITB-24-036-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-24-036-SDQ; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement by the COUNTY and upon mutual agreement of the Parties, for three (3) additional one (1) year terms.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in Exhibit "A" attached hereto. To the extent of any conflict between Exhibit "A" and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, applicable licenses, insurance, and any and all other items or services and

incidentals, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted Work.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "A"**.
- E. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided pursuant to this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. If, at any time during the Agreement term, the service performed, or Work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or Work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or Work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.
- D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any Work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR. Without limiting any other rights to which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.
- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within five (5) business days from

monthly Work completion. A proper invoice must include the following items:

- i. The CONTRACTOR's name as it appears in this Agreement
- ii. The date of the invoice preparation
- iii. An identifying number to facilitate identification of the invoice
- iv. Itemized amounts
- v. Total amount due
- vi. The Purchase Order number
- vii. A description and location of Work performed, including the date(s) of service
- viii. All applicable charges and discounts
- ix. The **Exhibit "B"** line item number for each item being invoiced

D. Invoices shall not request or charge sales tax.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any Work hereunder:

1. COMMERCIAL AUTOMOBILE LIABILITY (including owned,

hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

2. COMMERCIAL GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement,
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement,

on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

- D. 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 than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the COUNTY upon reasonable request.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the

matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 13. PUBLIC RECORDS.

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - 2. Upon request from the COUNTY's custodian of public records, 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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 3. Ensure that public records which are exempt or confidential

and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
5. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
6. ds upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Humer, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Steve Davis Topping & Hedging, Inc.
Attn: Steven Davis, President
217 Sunny Acres Road
Davenport, Florida 33837
Sdavistopping@aol.com

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR 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 the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this

Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with, or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 34. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 35. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. ATTACHMENTS

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR's response to the COUNTY's solicitation ITB-24-036-SDQ. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

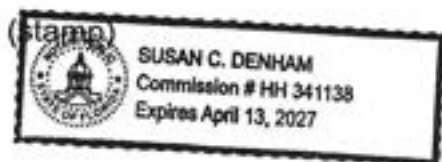
Print: Steven E. Davis Steven E. Davis

Title: President President

STATE OF FLORIDA

COUNTY OF POCK

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Steven E. Davis, as President of Steve Davis Topping & Hedging, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind Steve Davis Topping & Hedging, Inc., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 18th day of February, 2025.



Susan C. Denham

Notary Public, State of Florida

Exhibit "A" SCOPE OF WORK

1) SCOPE OF WORK AND SPECIFICATIONS

CONTRACTOR shall provide mowing services on an "as needed basis" to the Avon Park Estates Special Benefit District and County owned roadside areas as further defined herein. CONTRACTOR shall not proceed with any Work until it receives a COUNTY-issued Purchase Order and the approval of the COUNTY Project Manager. CONTRACTOR will provide right-of-way Large Machine Mowing/Maintenance for the District area that is comprised of approximately 250 acres and provide right-of-way Large Machine Mowing/Maintenance for County Owned area that is comprised of approximately 50 acres. Large Machine Mowing encompasses the routinely mowed areas of the public rights of way and median, **for a total of approximately 300 acres.** This area is generally located from County Road 64 to W Tannen Rd, County Road 64 to W Woodall Rd, County Rd 64 to W Little Rd, S Nitschke Rd to Jurgenson Rd, Harrisburg Rd to Jurgenson Rd, S Reed Rd to S Warfield Rd, and S Cole Ave to W Scott Rd. The median on S Avon Estates Blvd shall also be mowed by CONTRACTOR. See **Attachment "A"** for the list of Roads.

- a) **Failure To Perform:** Failure to complete the Work as scheduled could result in written notice to the Contractor, terminating its rights to proceed as to the Purchase Order. Contractor shall not, however, be responsible for delays in service due to:
- (1) Unavoidable mechanical breakdowns
 - (2) Strikes
 - (3) Acts of God
 - (4) Fire

provided that the Highlands County Purchasing Manager and the County Project Manager are notified in writing by the CONTRACTOR of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

- b) **Frequency of Mowing:** The area and limits of mowing have been previously established and are distinguishable in the field. CONTRACTOR shall mow up to the limits maintained by the COUNTY and around existing appurtenances located within the roadway right-of-way (String trimming and/or weed eating is only required around obstacles, street signs, trees, etc. within the area(s) defined as median mowing). The COUNTY will determine when to begin each mowing cycle and the total number of cycles. CONTRACTOR shall complete each mowing cycle within twenty (20) calendar days of beginning the cycle, weather permitting. There will be an approximate number of seven (7) cycles (six (6) minimum cycles). While it is recognized that some of the actual right-of-way areas may be being mowed by

the adjacent homeowner, the area is the responsibility of the CONTRACTOR and may still require mowing.

- c) Additional Cycles and Acreage may be added: Although this Agreement identifies an estimated number of Cycles and Acreage, it is hereby agreed and understood that additional Cycles and Acreage may be added to this Agreement at the option of the County, at the Agreement price.
- d) Equipment: The CONTRACTOR shall:
 - i) Supply all materials, equipment, vehicles, and personnel needed to provide the service(s) in accordance with the specifications of this Agreement.
 - ii) Equip all mowing equipment with the following:
 - (1) a "slow-moving" vehicle sign located on the rear of the tractor;
 - (2) an amber flashing light or white strobe light mounted on the tractor;
 - (3) 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower;
 - (4) protective devices on the mower to prevent objects from being thrown into traffic; and
 - (5) safety devices installed by the manufacturer.
 - iii) Properly install and maintain safety devices at all times when the equipment is in use. If the COUNTY determines that any equipment is deficient in safety devices, CONTRACTOR shall remove the equipment from service immediately and keep the equipment out of service until the deficiency is corrected.
 - iv) Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used by CONTRACTOR must have the capability of cutting a height from four (4) inches to twelve (12) inches.
 - v) Furnish equipment of a type and quantity to perform the Work satisfactorily within the time specified herein.
 - vi) Be responsible for the supervision and direction of the Work performed by its employees at all times.
 - vii) Repair or replace, at CONTRACTOR's cost and expense, all damage to property resulting from CONTRACTOR's performance of Work under this Agreement.

The COUNTY shall not be responsible nor liable for any damage to or loss of goods, equipment, or property owned, borrowed, or leased by the CONTRACTOR that are used on or stored on COUNTY property. In addition, the COUNTY shall not be responsible for consequential damages, lost profits, or other similar damages. All Work and equipment used to complete the Work shall comply with OSHA standards.

- e) Method of Operation: The CONTRACTOR shall:

- i) Be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the Work, and to maintain all safety precautions programs incidental thereto.
- ii) At all times enforce strict discipline and good order among its employees.
- iii) Notify the COUNTY's Contact Person when a Cycle is started and when Work is interrupted for any reason. Prior to beginning Work on the first Cycle, CONTRACTOR shall provide a pattern or plan for mowing for approval by the COUNTY. Subsequent Cycles will follow the pattern adopted for the first Cycle. CONTRACTOR shall complete each mowing Cycle in its entirety prior to beginning another Cycle.
- iv) Not mow grassed areas saturated with standing water to the point standard mowing equipment may not be used without causing excessive damage to the turf. In this instance, at the COUNTY's discretion, CONTRACTOR may mow the areas during a subsequent cycle, or cut to the surface of the water.
- v) Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped or scattered by the mower and result in an objectionable appearance.
- vi) Exercise the necessary care to preclude any source of litter. All debris, construction scrap, landscape, or tree trimmings created or collected by the CONTRACTOR, shall be disposed of at Highlands County's designated landfill facility at the CONTRACTOR's expense.
- vii) Notify the COUNTY's contact person within twenty-four (24) hours of completion of each Cycle for inspection.
- f) Limitation of Operation: Hours of operations will be from sunrise to sunset, EXCEPT Sundays and County-identified holidays.
- g) Quality: CONTRACTOR shall:
 - i) Mow grass and vegetation to a height of six (6) inches plus or minus one-half ($\frac{1}{2}$) inch.
 - ii) Re-mow areas determined to be unsatisfactory at no additional cost to the COUNTY.
 - iii) Complete areas requiring re-mowing within the mowing Cycle time specified.
 - iv) Complete repairs prior to submission of the invoice for Work accomplished during the Cycle.
 - v) Supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the specification of this Agreement.

- vi) Have and comply with "FDOT Indexes" and the "Manual on uniform Traffic Control Devices" and will maintain safe Conditions at all times. During mowing Operation, traffic shall be maintained in accordance with all state and local rules and regulations.

No streaking or scalping will be allowed in the areas mowed. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment. Negligence that results in damage to turf, curbs, sidewalks, pavements, signs or structures, mailboxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the COUNTY at no additional cost to the COUNTY. CONTRACTOR is not required to remove grass or other vegetation cuttings from the right-of-way nor required to rake or pick up cuttings in rural areas.

- h) Method of Measurement. The quantities to be paid for, will be the area in acres of mowing completed and accepted.

**Exhibit B
PRICING**

Item #	Description	Unit of Measure (UOM)	Price per Acre
1.	Avon Park Estates Roadway Mowing	Per Acre	19.30
2.	Median Roadway Mowing	Per Acre	23.40
3.	Misc Roadway Mowing	Per Acre	19.30
Grand Total (add lines 1-3 written numerically) (for bidding purposes)			\$ 62.00
Grand Total (written in words)		Sixty two dollars and zero cents	

Attachment A

AVON PARK ESTATES MOWING ACRES (TAXING DISTRICT ROW'S)

Street	Route Ahead	Route Back	Maintenance	Length(ft)	Acres
BEAR BRYANT RD	W JOSEPHSON RD	W TANNEN RD	PUBLIC R/W NON-COUNTY UNPAVED	4646.4	6.4
DAVIDSON RD	W LILLY RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	1.25
DAVIDSON RD	W JURGENSON RD	W LILLY RD	PUBLIC R/W NON-COUNTY UNPAVED	2006.4	1.76
FAVRE RD	HARRISBURG RD	S WITCHER RD	PUBLIC R/W NON-COUNTY UNPAVED	2627.7	1.71
HARRISBURG RD	NORTH	W YARBROUGH RD	PUBLIC R/W NON-COUNTY UNPAVED	4828.4	1.54
HOLD RD	S DICKEY RD	END	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.29
KEE RD	END	S AVON ESTATES BLVD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
MAY RD	END	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.87
MEE RD	END	S DICKEY RD	PUBLIC R/W NON-COUNTY UNPAVED	105.6	0.11
MIX RD	END	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	158.4	0.18
NYE RD	S MUNSON RD	END	PUBLIC R/W NON-COUNTY UNPAVED	316.8	0.29
RAY RD	END	W DAWSON RD	PUBLIC R/W NON-COUNTY UNPAVED	158.4	0.11
S BERRY RD	W HAMPTON RD	W LITTLE RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	0.82
S BRODIE RD	W STARR RD	W TANNEN RD	PUBLIC R/W NON-COUNTY UNPAVED	5297.3	7.3
S BRODIE RD	W JURGENSON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	3720.1	5.12
S CSONKA RD	W DAWSON RD	END	PUBLIC R/W NON-COUNTY UNPAVED	1267.2	1.75
S DICKEY RD	HOLD RD	MEE RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
S DICKEY RD	W LYLE RD	HOLD RD	PUBLIC R/W NON-COUNTY UNPAVED	1056	1.45
S DICKEY RD	MEE RD	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.15
S ELLER RD	W TARKENTON RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.61
S GABRIEL RD	W TARKENTON RD	SOUTH	PUBLIC R/W NON-COUNTY UNPAVED	2641.8	1.64
S GABRIEL RD	W SHULA RD	W DAWSON RD	PUBLIC R/W NON-COUNTY UNPAVED	3383.6	1.62
S GABRIEL RD	W TARKENTON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	3609.7	1.49
S GRIESE RD	W TARKENTON RD	END	PUBLIC R/W NON-COUNTY UNPAVED	3482.1	1.8
S GRIESE RD	S GABRIEL RD	W TARKENTON RD	PUBLIC R/W NON-COUNTY UNPAVED	4650.6	1.41
S HADL RD	W SHULA RD	W REEVES RD	PUBLIC R/W NON-COUNTY UNPAVED	1953.6	1.69
S HAYES RD	W SCOTT RD	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	2176.1	3
S JETER RD	W DAWSON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	0.91
S JETER RD	W SHY RD	W DAWSON RD	PUBLIC R/W NON-COUNTY UNPAVED	369.6	0.25
S JURGENSON RD	W STARR RD	W TANNEN RD	PUBLIC R/W NON-COUNTY UNPAVED	5332	1.34
S JURGENSON RD	W JURGENSON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	3644.1	1.01
S KELLY RD	W YEPREMIAN RD	W KIICK RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.3
S KELLY RD	W KIICK RD	W BULAICH RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.3
S KELLY RD	W BULAICH RD	MAY RD	PUBLIC R/W NON-COUNTY UNPAVED	316.8	0.44
S LAMONICA RD	W SMITH RD	W JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95

S LAMONICA RD	S LAMONICA RD	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
S LAMONICA RD	S WARFIELD RD	W SCOTT RD	PUBLIC R/W NON-COUNTY UNPAVED	463	0.32
S LAMONICA RD	W SHULA RD	W SMITH RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.65
S LANDRY RD	W TARKENTON RD	W MACKEY RD	PUBLIC R/W NON-COUNTY UNPAVED	7708.8	7.08
S LANDRY RD	END OF PAVEMENT	W MORRIS RD	PUBLIC R/W NON-COUNTY UNPAVED	1003.2	0.92
S LARSEN RD	W YARBROUGH RD	W HAMPTON RD	PUBLIC R/W NON-COUNTY UNPAVED	3291.8	4.53
S LARSEN RD	END OF PAVEMENT	SOUTH	PUBLIC R/W NON-COUNTY UNPAVED	595.1	0.6
S MCCOY RD	W ROBEY RD	W ROCK RD	PUBLIC R/W NON-COUNTY UNPAVED	810	0.78
S MCCOY RD	W STARR RD	FAVRE RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.25
S MCCOY RD	W ROBEY RD	SW ANDERSON RD	PUBLIC R/W NON-COUNTY UNPAVED	792	0.76
S MCCOY RD	FAVRE RD	W ROCK RD	PUBLIC R/W NON-COUNTY UNPAVED	528	0.51
S MUNSON RD	W BARNEY RD	NYE RD	PUBLIC R/W NON-COUNTY UNPAVED	528	0.73
S MUNSON RD	SW ANDERSON RD	W BARNEY RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
S MUNSON RD	NYE RD	FAVRE RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	1.82
S NAMATH RD	W DAWSON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	2.25
S NITSCHKE RD	W HOWLEY RD	W LITTLE RD	PUBLIC R/W NON-COUNTY UNPAVED	4906.8	6.76
S NOCK RD	W YARBROUGH RD	W TARKENTON RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	1.82
S OLSEN RD	W DAWSON RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	1161.6	1.2
S PAGE RD	END OF PAVEMENT	W LITTLE RD	PUBLIC R/W NON-COUNTY UNPAVED	844.8	1.16
S REED RD	W MACKEY RD	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	792	1.09
S REED RD	W REED RD	W MACKEY RD	PUBLIC R/W NON-COUNTY UNPAVED	792	1.09
S REED RD	W SHULA RD	W MATTE RD	PUBLIC R/W NON-COUNTY UNPAVED	950.4	1.31
S REED RD	SW ANDERSON RD	NORTH	PUBLIC R/W NON-COUNTY UNPAVED	470	0.32
S RIGGINS RD	W SEIPLE RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	1056	1.37
S RIPPLE RD	SW ANDERSON RD	W TARKENTON RD	PUBLIC R/W NON-COUNTY UNPAVED	4276.8	5.89
S SAYERS RD	END OF PAVEMENT	W DUNCAN RD	PUBLIC R/W NON-COUNTY UNPAVED	1343.4	1.85
S SAYERS RD	W YARBROUGH RD	W TARKENTON RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	1.82
S SAYERS RD	END OF PAVEMENT	W LITTLE RD	PUBLIC R/W NON-COUNTY UNPAVED	1003.2	1.38
S SEIPLE RD	W LEE RD	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	528	0.73
S SEIPLE RD	W YEPREMIAN RD	W LEE RD	PUBLIC R/W NON-COUNTY UNPAVED	528	0.51
S SNEAD RD	W DAWSON RD	W STARR RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	2.25
S STAUBACH RD	W DUNCAN RD	W LITTLE RD	PUBLIC R/W NON-COUNTY UNPAVED	1606.1	1.6
S STAUBACH RD	W TARKENTON RD	W DUNCAN RD	PUBLIC R/W NON-COUNTY UNPAVED	1701.3	2.34
S WARFIELD RD	SR 64 W	S LAMONICA RD	PUBLIC R/W NON-COUNTY UNPAVED	422.4	0.04
S WARFIELD RD	S LAMONICA RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	792	1.09
S WITCHER RD	SW ANDERSON RD	W BARNEY RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
S WITCHER RD	W BARNEY RD	FAVRE RD	PUBLIC R/W NON-COUNTY UNPAVED	1848	2.55
S WITCHER RD	END OF PAVEMENT	SW ANDERSON RD	PUBLIC R/W NON-COUNTY UNPAVED	1161.6	1.6
SW ANDERSON RD	S AVON ESTATES BLVD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W ANDRIE RD	END OF PAVEMENT	S AVON ESTATES BLVD	PUBLIC R/W NON-COUNTY UNPAVED	475.2	0.04
W BARNEY RD	S MUNSON RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.29

W BARNEY RD	S RIPPLE RD	S MUNSON RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W BARNEY RD	S WITCHER RD	S RIPPLE RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W BLANDA RD	S STAUBACH RD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	2.25
W BULAICH RD	S KELLY RD	S HAYES RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	1.82
W BUTKUS RD	END OF PAVEMENT	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	1003.2	1.38
W BUTKUS RD	S LANDRY RD	EAST	PUBLIC R/W NON-COUNTY UNPAVED	1003.2	1.11
W BUTKUS RD	S AVON ESTATES BLVD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W COX RD	HARRISBURG RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	316.8	0.35
W DAWSON RD	S LANDRY RD	S OLSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W DAWSON RD	END OF SHELL	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	1887.3	0.95
W DAWSON RD	S OLSEN RD	END OF SHELL	PUBLIC R/W NON-COUNTY UNPAVED	1783	1.8
W DUNCAN RD	S AVON ESTATES BLVD	S STAUBACH RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.69
W ELY RD	EAST	S AVON ESTATES BLVD	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.08
W HAMPTON RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W HENDRICKS RD	END OF PAVEMENT	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	1478.4	0.04
W HOWLEY RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W JONES RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W JONES RD	S LARSEN RD	S SAYERS RD	PUBLIC R/W NON-COUNTY UNPAVED	2006.4	0.08
W JOSEPHSON RD	S BRODIE RD	BEAR BRYANT RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W JOSEPHSON RD	BEAR BRYANT RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W JURGENSON RD	DAVIDSON RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	1990.6	0.74
W KICK RD	KELLY RD	EAST	PUBLIC R/W NON-COUNTY UNPAVED	316.8	0.36
W KOY RD	HARRISBURG RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
W LEE RD	S SEIPLE RD	END OF PAVEMENT	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.29
W LILLY RD	DAVIDSON RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W LILLY RD	S BRODIE RD	DAVIDSON RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.87
W LITTLE RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W LITTLE RD	S LARSEN RD	S BERRY RD	PUBLIC R/W NON-COUNTY UNPAVED	1320	0.04
W LITTLE RD	S AVON ESTATES BLVD	S STAUBACH RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.03
W LYLE RD	S DICKEY RD	S AVON ESTATES BLVD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.08
W MACKEY RD	S REED RD	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	2.25
W MATTE RD	S REED RD	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	2006.4	2.76
W MIRA RD	S GABRIEL RD	S GRIESE RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.79
W MIRA RD	S GRIESE RD	S BRODIE RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.79
W MIRA RD	S STAUBACH RD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	2.88
W MORRIS RD	S COLE AVE	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.66
W MORRIS RD	S AVON ESTATES BLVD	S HAYES RD	PUBLIC R/W NON-COUNTY UNPAVED	2692.8	2.24
W MORRIS RD	S LANDRY RD	S AVON ESTATES BLVD	PUBLIC R/W NON-COUNTY UNPAVED	1953.6	2.69
W OSBORN RD	S LARSEN RD	S SAYERS RD	PUBLIC R/W NON-COUNTY UNPAVED	2006.4	2.76
W OSBORN RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	3.2
W PLUNKETT RD	S BRODIE RD	BEAR BRYANT RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95

W PLUNKETT RD	BEAR BRYANT RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W REED RD	S REED RD	S COLE AVE	PUBLIC R/W NON-COUNTY UNPAVED	950.4	0.31
W REEVES RD	END OF PAVEMENT	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W REEVES RD	S GABRIEL RD	S HADL RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.06
W REEVES RD	END OF PAVEMENT	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	1003.2	0.92
W REEVES RD	S AVON ESTATES BLVD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	0.57
W ROBEY RD	S MCCOY RD	WEST	PUBLIC R/W NON-COUNTY UNPAVED	151.2	0.17
W ROCK RD	END OF PAVEMENT	S MCCOY RD	PUBLIC R/W NON-COUNTY UNPAVED	211.2	0.24
W SCOTT RD	END OF PAVEMENT	W LAMONICA RD	PUBLIC R/W NON-COUNTY UNPAVED	1531.2	0.55
W SHULA RD	S LANDRY RD	S RIGGINS RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.58
W SHULA RD	S REED RD	S LANDRY RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	0.15
W SMITH RD	END OF PAVEMENT	S LAMONICA RD	PUBLIC R/W NON-COUNTY UNPAVED	475.2	0.65
W STARR RD	S MCCOY RD	S OLSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	1242.8	0.71
W STARR RD	S CSOKA RD	S GRIESE RD	PUBLIC R/W NON-COUNTY UNPAVED	1823.1	0.51
W STARR RD	S GRIESE RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	2002.1	0.76
W TANNEN RD	S BRODIE RD	BEAR BRYANT RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.87
W TANNEN RD	BEAR BRYANT RD	S JURGENSON RD	PUBLIC R/W NON-COUNTY UNPAVED	633.6	0.87
W TARKENTON RD	S NITSCHKE RD	S LARSEN RD	PUBLIC R/W NON-COUNTY UNPAVED	2325.4	0.16
W TARKENTON RD	END OF SHELL	S GRIESE RD	PUBLIC R/W NON-COUNTY UNPAVED	1977.9	0.04
W TARKENTON RD	S AVON ESTATES BLVD	END OF SHELL	PUBLIC R/W NON-COUNTY UNPAVED	1025.5	0.71
W TARKENTON RD	S LARSEN RD	S SAYERS RD	PUBLIC R/W NON-COUNTY UNPAVED	1995.3	0.37
W TWILLEY RD	S STAUBACH RD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	1636.8	0.25
W UNITAS RD	END OF PAVEMENT	WEST	PUBLIC R/W NON-COUNTY UNPAVED	558.7	0.11
W VOLK RD	END OF PAVEMENT	W SHULA RD	PUBLIC R/W NON-COUNTY UNPAVED	264	0.36
W WOODALL RD	END OF PAVEMENT	S GRIESE RD	PUBLIC R/W NON-COUNTY UNPAVED	950.4	0.31
W YARBROUGH RD	END OF PAVEMENT	HARRISBURG RD	PUBLIC R/W NON-COUNTY UNPAVED	3615	0.73
W YARBROUGH RD	S AVON ESTATES BLVD	S GABRIEL RD	PUBLIC R/W NON-COUNTY UNPAVED	2323.2	0.12
W YEPREMIAN RD	S SEIPLE RD	S KELLY RD	PUBLIC R/W NON-COUNTY UNPAVED	686.4	0.95
W YEPREMIAN RD	S KELLY RD	S HAYES RD	PUBLIC R/W NON-COUNTY UNPAVED	1056	0.45

AVON PARK ESTATES MOWING ACRES (COUNTY MAINTAINED)

Street	Route Ahead	Route Back	Maintenance	Length(ft)	Acres
S AVON ESTATES BLVD	W LITTLE RD	PAVEMENT JOINT	COUNTY PAVED ROAD	3330	1.8
S AVON ESTATES BLVD	W SHULA RD	PAVEMENT JOINT	COUNTY PAVED ROAD	6891	7.9
S AVON ESTATES BLVD	W SHULA RD	SR 64 W	COUNTY PAVED ROAD	3080	1.83
S COLE AVE	W REED RD	SR 64 W	COUNTY UNPAVED ROAD	1584	0.65
S CSONKA RD	NORTH	W STARR RD	COUNTY PAVED ROAD	422.4	0.41
S DICKEY RD	W LYLE RD	W SEIPLE RD	COUNTY PAVED ROAD	316.8	0.31
S ELLER RD	SOUTH	W YARBROUGH RD	COUNTY PAVED ROAD	686.4	0.66
S LANDRY RD	W MACKEY RD	W SEIPLE RD	COUNTY PAVED ROAD	1056	1.02
S LARSEN RD	W HOWLEY RD	W HAMPTON RD	COUNTY PAVED ROAD	1003.2	0.97
S OLSEN RD	NORTH	W STARR RD	COUNTY PAVED ROAD	528	0.51
S PAGE RD	SOUTH	W HAMPTON RD	COUNTY PAVED ROAD	475.2	0.46
S RIGGINS RD	NORTH	W SHULA RD	COUNTY PAVED ROAD	686.4	0.66
S SAYERS RD	SOUTH	W TARKENTON RD	COUNTY PAVED ROAD	316.8	0.31
S SAYERS RD	END OF PAVEMENT	W DUNCAN RD	COUNTY PAVED ROAD	686.4	0.66
S SEIPLE RD	END OF PAVEMENT	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1636.8	1.58
SW ANDERSON RD	HARRISBURG RD	END OF PAVEMENT	COUNTY UNPAVED ROAD	4488	4.33
SW ANDERSON RD	END OF PAVEMENT	S AVON ESTATES BLVD	COUNTY PAVED ROAD	792	0.55
W BUTKUS RD	EAST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1003.2	0.97
W DUNCAN RD	S SAYERS RD	S AVON ESTATES BLVD	COUNTY PAVED ROAD	686.4	0.66
W HAMPTON RD	S LARSEN RD	S SAYERS RD	COUNTY PAVED ROAD	2006.4	1.93
W HENDRICKS RD	WEST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	844.8	0.81
W LITTLE RD	END OF PAVEMENT	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1320	1.21
W MATTE RD	WEST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	2270.4	2.19
W MATTE RD	EAST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1978	1.36
W REED RD	S COLE AVE	S LANDRY RD	COUNTY UNPAVED ROAD	633.6	0.58
W REEVES RD	EAST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1007.9	0.97
W SEIPLE RD	S LANDRY RD	S AVON ESTATES BLVD	COUNTY PAVED ROAD	2006.4	1.38
W SHULA RD	S LAMONICA RD	END OF PAVEMENT	COUNTY UNPAVED ROAD	3185	2.78
W SHULA RD	WEST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	792	0.55
W SHULA RD	EAST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1372.8	1.32
W SNELL RD	S LANDRY RD	S COLE AVE	COUNTY UNPAVED ROAD	633.6	0.58
W STARR RD	S OLSEN RD	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1372.8	1.32
W STARR RD	WEST	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1195	1.15

V07/17/2024

W TARKENTON RD	S SAYERS RD	S AVON ESTATES BLVD	COUNTY PAVED ROAD	686.4	.66
W UNITAS RD	WEST	S SEIPLE RD	COUNTY PAVED ROAD	1033.9	.71
W YARBROUGH RD	END OF PAVEMENT	S AVON ESTATES BLVD	COUNTY PAVED ROAD	1636.8	1.2

Median



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Brandon Gunn, Parks & Facilities Mgmt. Director

SUBJECT/TITLE: Request approval to waive fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the use of O.S. Sam Polston Auditorium at the Bert J. Harris Jr., Agri-Civic Center.

STATEMENT OF ISSUE

The Nu-Hope Elder Care Services., Inc. is requesting a waiver of fees and refundable damage deposit fee for the use of the O.S. Polston Auditorium at the Bert J. Harris Jr. Agri Civic Center. The organization desires to celebrate their 50th year anniversary with a community-wide celebration. Nu-Hope Elder Care Services is a nonprofit 501(3) organization that proudly serves the community of Highlands County. The event will be held on June 28, 2025, but will use June 27th to setup and prepare for the event. Per the FY 2024-25 Schedule of Fees, the rental fee is as follows: \$250.00 rental fee per day and damage deposit of \$350.00. The organization will be required to provide and maintain current liability insurance coverage and must comply with the Building Rental Use Rules and Regulation.

RECOMMENDED ACTION

Move to approve waiver of fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the use of the O.S. Sam Polston Auditorium at the Bert. J. Harris Jr., Agri Civic Center.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to fund 005 (General Fund), account 2475300 (Agr-Civic Center) of \$500.00.

Attachments: [NuHope 012925.pdf](#)
Attachments: [NuHope 012925.History.pdf](#)



Supporting Seniors - Strengthening Communities

January 29, 2025

Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, Florida 33870

Dear County Commissioners:

NU-HOPE Elder Care Services will be celebrating their 50th Anniversary this year! We are planning a community wide celebration on June 28th, 2025, at the Bert J. Harris Agricultural Center.

I am writing to request that the Board of County Commissioners waive the fees associated with the use of the Bert J. Harris Agricultural Center for this event.

NU-HOPE Elder Care Services is a nonprofit 501(c)(3) organization that has proudly served our community for 50 years. Our organization provides in-home services, nutritional support, socialization, and crisis assistance for seniors and caregivers residing in Highlands and Hardee County. The majority of those served are seniors who are low income, socially isolated and lack the resources needed to obtain assistance elsewhere. Every year, we assist approximately 800 seniors and caregivers to maintain their independence and well-being and avoid nursing home placement.

We respectfully request that NU-HOPE be exempt for any fees related to the use of the facility for this purpose. We request that the fee waiver be applied to June 27th - June 28th, 2025.

We deeply appreciate the longstanding partnership the Highlands County Board of County Commissioners has with our organization. Every year, NU-HOPE must raise \$350,000 to continue to provide our critical services to the seniors of Highlands County. We respectfully request the facility-related fees be waived for this year for our 50th Anniversary celebration.

On behalf of the seniors and caregivers of our community, thank you again for your past support. I look forward to continuing to work together in years ahead.

Sincerely,

Debbie Slade,
Executive Director

Serving Highlands and Hardee Counties.

NU-HOPE Elder Care Services, Inc. is a non-profit corporation that administers state and federal grants for elder services in agreement with the Florida Department of Elder Affairs and the Senior Connection Center.



HIGHLANDS COUNTY FACILITIES - FEES WAIVED			
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 02/03/2025
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	16	\$ 3,200.00
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	\$ 14,021.00
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	8	\$ 5,825.00
Kiwanis Aktion Club of Highlands County (formally Ridge Area ARC & Special Stars)	Ag Center - Auditorium	6	\$ 4,215.00
Kiwanis Aktion Club of Highlands County (formally Ridge Area ARC & Special Stars)	Sports Complex	16	\$ 600.00
Salvation Army	Sports Complex	3	\$ 1,125.00
Sebring High School Boys and Girls Soccer Program	Sports Complex	4	\$12,170.00
Hill Gustat Middle School Soccer Program	Sports Complex	1	\$330.00
Sebring Middle School Soccer Program	Sports Complex	1	\$1,480.00
Sebring Middle School Junior Varsity Football	Sports Complex	1	\$250.00

2020-21	2021-22	2022-23	2023-24	2024-25
Cancelled	\$200.00	\$200.00	\$200.00	\$200.00
Cancelled	\$500.00	\$500.00		\$500.00
Cancelled	\$400.00	\$400.00	\$400.00	\$400.00
Cancelled	\$380.00	\$250.00		
Cancelled	\$325.00	\$1,025.00	\$600.00	
\$375.00	Cancelled			
\$645.00	\$4,150.00	\$4,975.00	\$2,400.00	\$3,720.00
				\$330.00
				\$1,480.00
			\$250.00	

2/3/2024

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 18, 2025

PRESENTER: Stacy Quillen, Procurement Manager.

SUBJECT/TITLE: Request approval of the agreements with Sonny's Lawn & Tree Service, LLC., LaFlam Bush Hogging, LLC., and Highlands County.

STATEMENT OF ISSUE

On October 31, 2024, Invitation to Bid 24-035-LKD, Lawn Maintenance, was awarded to Sonny's Lawn and Tree Service, LLC., and LaFlam Bush Hogging LLC., as primary and secondary, Lawn Maintenance vendors for an initial term of one (1) year from the date of Board approval. Under this agreement we may renew for three (3) additional one (1) year term period at the same terms and conditions set forth in the ITB. A Price Adjustment Clause is included in this solicitation. Prices shall remain firm for this period and will be reviewed at the anniversary date thereafter. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

RECOMMENDED ACTION

Move to approve the agreements with Sonny's Lawn & Tree Service, LLC., LaFlam Bush Hogging, LLC., and Highlands County.

FISCAL IMPACT

The fiscal impact for FY24-25 is \$27,214 to Fund 181 (Fire Assessment), \$6,546 to Fund 5 (General), \$42,700 to Fund 107 (Placid Lakes SBD), \$8700 to Fund 148 (Highlands Park Estates SBD) and \$15,200 to Fund 128 (Sun 'N Lakes of Lake Placid SBD).

Attachments: [24-035.Sonnys Lawn Service Agreement Contractor Signed.pdf](#)

Attachments: [24-035.LaFlam Bush Hogging Agreement Contractor Signed.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY”, and Sonny’s Lawn & Tree Service LLC, 5322 Lakewood Road, Sebring, Florida 33875, hereinafter referred to as the “CONTRACTOR” (the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Lawn Maintenance Services County Wide, pursuant to the COUNTY’s Purchasing Policy and ITB-24-035-LKD; and,

WHEREAS, the CONTRACTOR submitted one of the two lowest responsive bids most advantageous to the COUNTY related to the services set forth in ITB-24-035-LKD, and will be the primary CONTRACTOR. If CONTRACTOR is unable to provide the service in the required or requested timeframe, the COUNTY reserves the right to request the service be completed by the secondary contractor; and,

WHEREAS, the Parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year from the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY and upon mutual agreement of the Parties, for three (3) additional one (1) year terms.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, applicable licenses, insurance, and any and all other items or services and incidentals, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted Work.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "A"**.
- E. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

- C. If, at any time during the contract term, the service performed, or Work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or Work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or Work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.
- D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any Work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR. Without limiting any other rights to which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.
- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within five (5) business days from monthly work completion. A proper invoice must include the following items:
 - i. The CONTRACTOR's name as it appears in this Agreement
 - ii. The date of the invoice preparation
 - iii. An identifying number to facilitate identification of the invoice
 - iv. Itemized amounts
 - v. Total amount due
 - vi. The Purchase Order number

- vii. A description and location of Work performed, including the date(s) of service
- viii. All applicable charges and discounts
- ix. The Exhibit "B" line item number for each item being invoiced

D. Invoices shall not request or charge sales tax

SECTION 7. TERMINATION.

Either Party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other Party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. COMMERCIAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.
 - 2. GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);

4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.
- D. 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 than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 13. **PUBLIC RECORDS.**

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - 2. Upon request from the COUNTY's custodian of public records, 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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR

keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or

the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. **WAIVER.**

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Hurner, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Sonny's Lawn and Tree Service, LLC.
Attn: Leland P. Whidden, Jr.
5322 Lakewood Road
Sebring, Florida 33875
sonnywhidden@yahoo.com

SECTION 24. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR 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 the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs

shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 34. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 35. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in “forced labor” and has not been placed on the “forced labor vendor list,” as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY’S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY’S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 37. **ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. **ATTACHMENTS**

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR’s response to the COUNTY’s solicitation ITB 24-035-LKD. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, 2025.

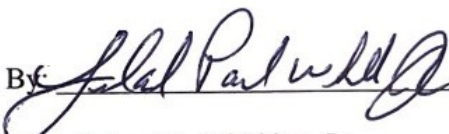
HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By 
Print: Leland P. Whidden, Jr.

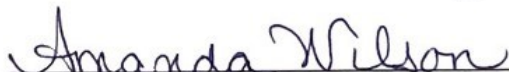
Title: Authorized Member

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization of Agreement, as Leland P. Whidden Jr. of Sonny's Lawn & Tree Service LLC, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind Sonny's Lawn & Tree Service LLC, and who is personally known to me or who produced FUEL as identification, and who did/did not take an oath this 31st day of January, 2025.

(stamp)


NOTARY PUBLIC, State of Florida

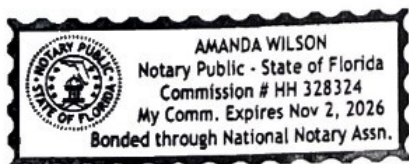


EXHIBIT "A"
Scope of Work and Specifications

1. GENERAL

CONTRACTOR shall provide lawn maintenance services county wide. A Purchase Order from the COUNTY must be received prior to initiation of any Work pursuant to this Agreement. Any Work outside of general maintenance must be approved by the COUNTY's Department Project Manager prior to commencement of said Work.

2. MOWING

- 2.1** Lawncare (including but not limited to mowing, weed eating, edging, and blowing) is to be completed every week at the locations identified in Section 3 below during April through September AND every other week during October through March.
- 2.2** Mowing is to be completed at a height of 3.5 to 4 inches and trimmed to coincide with mowing;
- 2.3** Weed eating and/or edging around fencing, signs, concrete areas, sidewalks, parking area, etc.; trim or remove vegetation to keep areas aesthetically pleasing.
- 2.4** Blow off all lawncare debris from concrete, sidewalks (walking areas) and roadways; remove vegetation growing between two concrete areas within mowing locations, i.e., sidewalks, etc.

3. TRIMMING/WEEDING (when applicable at each Location)

- 3.1** Remove weeds in the flower beds and trim all hedges and shrubs at least twice per month; ensure there are at least fourteen (14) days between each service. Note "trim service" on invoice.
- 3.2** Trim hedges and shrubbery to be aesthetically pleasing.
- 3.3** Trim tree branches so there is an eight (8) foot clearance over walking areas and a ten (10) foot clearance over driving and parking areas and so that there are no branches touching or leaning on any fences or buildings, nor extending into a sidewalk area. Trim branches and hedges so that there is a two (2) foot clearance around all signs.
- 3.4** Pick up and haul away any debris and trash, and properly dispose of same offsite at no additional cost to COUNTY.

4. FERTILIZE

- 4.1.** Fertilizing is to be completed quarterly (approximately in December, March, June, and September (include date(s) of service on invoice).
- 4.2.** Fertilize all Location areas with appropriate fertilizer for that particular application in order to maintain healthy and lush foliage and grass.

EXHIBIT “A”
Scope of Work and Specifications

5. IRRIGATION INSPECTION & SERVICES (when applicable at each site Location)

- 5.1.** Irrigation inspection is to be conducted during the first service each month. CONTRACTOR is to contact the COUNTY’s Department Project Manager listed on the applicable Purchase Order immediately to report any issues observed during the inspection.
- 5.2.** Replace sprinkler heads as needed. Should there be a small minor repair to a sprinkler mist head or screw-on head, the CONTRACTOR shall make the repairs at no additional expense to the COUNTY.
- 5.3.** Should an irrigation system problem necessitate a repair beyond the replacement of a sprinkler head, the COUNTY’s Department Project Manager must be notified with an estimated cost to do the repair. Approval must be obtained prior to commencing any such Work. CONTRACTOR shall send photos, the location, and a complete description of the issue necessitating any such repair.
- 5.4.** Ensure pipe(s) in ditch(es) are free from debris, including grass.
- 5.5.** The monthly irrigation inspection shall include an irrigation time clock check and property check for watering irregularities.
- 5.6.** The monthly irrigation inspection shall include a full operational start and check diagnostics. This includes a per zone check to determine time, coverage and/or missed functions according to the “Schedule of Monthly of Services”. This will require the system to be turned on for a period of time and a walk around to inspect each sprinkler location to ensure they are all functioning properly.
- 5.7** All irrigation systems must be in full accordance with the irrigation times established by the greater restriction of Southwest Florida Water Management District and/or Highlands County.

6. LOCATIONS:

- 6.1** The COUNTY reserves the right to add or delete locations as needed.

Fire	
Location Name	Location Address
Station 1	2840 N Highlands Ave., Avon Park
Station 2	2450 CR 64 East, Avon Park
Station 9	2300 Longview Ct., Sebring
Medic 10-1	3517 Hammock Rd., Sebring
Station 18	4612 DeSoto Rd., Sebring
Station 24	1172 US98, Lorida
Station 29	2874 Lake June Blvd, Lake Placid
Station 30	1231 Lake Josephine Dr., Sebring
Station 33	1317 Columbus St., Lake Placid
Medic 36-1	12 W. Interlake Blvd., Lake Placid
Station 41	460 Sun N Lake Blvd., Lake Placid

EXHIBIT “A”
Scope of Work and Specifications

Special District	
Location Name	Location Address (see Attachment A maps for detail)
Highlands Park Estates	16415 Deerglen Blvd, Lake Placid
Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid
Placid Lakes	2010 Placid Lakes Blvd, Lake Placid
Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid
Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.
Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)
Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.
Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.
Lake August Boat Ramp	1634 WASHINGTON Boulevard
Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.

ATTACHMENT "A"
Special Benefit Districts Map Details

HPE 16415 Deerglen Blvd., Lake Placid



Sun N Lakes of Lake Placid – 440 S. Sun N Lake Blvd., Lake Placid



**Placid
Lakes
– 2010
Placid
Lakes
Blvd.,**

**ATTACHMENT “A”
Special Benefit Districts Map Details**

501 Catfish Creek Rd., etc (according to maps)

Placid Lakes Community Center to include side lot from the south side of convenience store parking lot. South to Washington Boulevard everything within the street boundaries where the white fence exists.



Tobler Park and Boat Ramp; from fence on west side of pavilion to canal and from street North to the lake water, mow grass and edge sidewalks. (285 ft. long X 234 ft.). Mowing of Shoreline at Tobler Park. Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



ATTACHMENT "A"

Special Benefit Districts Map Details

Catfish Creek Road ROW to include median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.



Island Parkway to include the median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)



ATTACHMENT "A"

Special Benefit Districts Map Details

Placid Lakes Boulevard to include from Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area. Mow one width wide around the four benches where the grass and weeds exist. Mow the west side and the east side of this area where necessary (home owners usually mow the east side in front of their home).



ATTACHMENT "A"
Special Benefit Districts Map Details

All the Right Of Way (ROW) of vacant lot across from Island Parkway sign.



Lake August Boat Ramp at 1634 WASHINGTON Boulevard (LOT 35 BLOCK 100). Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



ATTACHMENT "A"
Special Benefit Districts Map Details

Washington Boulevard NE to include the center divider near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area.



ROW along vacant lot next to median on Washington Blvd.



ITB 24-035-LKD Itemized Bid Form

Bidder

Name: Sonny's Lawn & Tree Service LLC

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * Services=Annual Price)
Mowing/Irrigation Inspection & Repairs					
1	Station 1	2840 N Highlands Ave., Avon Park	38	\$ 50.00	\$ 1,900.00
2	Station 2	2450 CR 64 East, Avon Park	38	\$ 40.00	\$ 1,520.00
3	Station 9	2300 Longview Ct., Sebring	38	\$ 60.00	\$ 2,280.00
4	Medic 10-1	3517 Hammock Rd., Sebring	38	\$ 70.00	\$ 2,660.00
5	Station 18	4612 DeSoto Rd., Sebring	38	\$ 40.00	\$ 1,520.00
6	Station 24	1172 US98, Lorida	38	\$ 60.00	\$ 2,280.00
7	Station 29	2874 Lake June Blvd, Lake Placid	38	\$ 60.00	\$ 2,280.00
8	Station 30	1231 Lake Josephine Dr., Sebring	38	\$ 40.00	\$ 1,520.00
9	Station 33	1317 Columbus St., Lake Placid	38	\$ 50.00	\$ 1,900.00
10	Medic 36-1	12 W. Interlake Blvd., Lake Placid	38	\$ 40.00	\$ 1,520.00
11	Station 41	460 Sun N Lake Blvd., Lake Placid	38	\$ 50.00	\$ 1,900.00
12	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	38	\$ 150.00	\$ 5,700.00
13	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	38	\$ 263.16	\$ 10,000.08
14	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	38	\$ 80.00	\$ 3,040.00
15	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	38	\$ 80.00	\$ 3,040.00
16	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	38	\$ 100.00	\$ 3,800.00
17	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	38	\$ 70.00	\$ 2,660.00
18	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	38	\$ 300.00	\$ 11,400.00
19	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	38	\$ 20.00	\$ 760.00
20	Lake August Boat Ramp	1634 WASHINGTON Boulevard	38	\$ 50.00	\$ 1,900.00
21	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. ***And*** Along vacant lot next to median on Washington Blvd.	38	\$ 50.00	\$ 1,900.00

ITB 24-035-LKD Itemized Bid Form

Bidder

Name: Sonny's Lawn & Tree Service LLC

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * Services=Annual Price)
Trimming / Weeding					
23	Station 1	2840 N Highlands Ave., Avon Park	26	\$ 20.00	\$ 520.00
24	Station 2	2450 CR 64 East, Avon Park	26	\$ 10.00	\$ 260.00
25	Station 9	2300 Longview Ct., Sebring	26	\$ 20.00	\$ 520.00
26	Medic 10-1	3517 Hammock Rd., Sebring	26	\$ 70.00	\$ 1,820.00
27	Station 18	4612 DeSoto Rd., Sebring	26	\$ 10.00	\$ 260.00
28	Station 24	1172 US98, Lorida	26	\$ 10.00	\$ 260.00
29	Station 29	2874 Lake June Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
30	Station 30	1231 Lake Josephine Dr., Sebring	26	\$ 10.00	\$ 260.00
31	Station 33	1317 Columbus St., Lake Placid	26	\$ 20.00	\$ 520.00
32	Medic 36-1	12 W. Interlake Blvd., Lake Placid	26	\$ 10.00	\$ 260.00
33	Station 41	460 Sun N Lake Blvd., Lake Placid	26	\$ 50.00	\$ 1,300.00
34	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	26	\$ 100.00	\$ 2,600.00
35	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	26	\$ 200.00	\$ 5,200.00
36	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
37	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	26	\$ 100.00	\$ 2,600.00
38	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	26	\$ 50.00	\$ 1,300.00
39	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	26	\$ 50.00	\$ 1,300.00
40	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	26	\$ 200.00	\$ 5,200.00
41	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	26	\$ 10.00	\$ 260.00
42	Lake August Boat Ramp	1634 WASHINGTON Boulevard	26	\$ 20.00	\$ 520.00
43	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.	26	\$ 20.00	\$ 520.00

ITB 24-035-LKD Itemized Bid Form

Bidder

Name: Sonny's Lawn & Tree Service LLC

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * Services=Annual Price)
Fertilize					
45	Station 1	2840 N Highlands Ave., Avon Park	4	\$ 50.00	\$ 200.00
46	Station 2	2450 CR 64 East, Avon Park	4	\$ 50.00	\$ 200.00
47	Station 9	2300 Longview Ct., Sebring	4	\$ 50.00	\$ 200.00
48	Medic 10-1	3517 Hammock Rd., Sebring	4	\$ 50.00	\$ 200.00
49	Station 18	4612 DeSoto Rd., Sebring	4	\$ 50.00	\$ 200.00
50	Station 24	1172 US98, Lorida	4	\$ 50.00	\$ 200.00
51	Station 29	2874 Lake June Blvd, Lake Placid	4	\$ 50.00	\$ 200.00
52	Station 30	1231 Lake Josephine Dr., Sebring	4	\$ 50.00	\$ 200.00
53	Station 33	1317 Columbus St., Lake Placid	4	\$ 50.00	\$ 200.00
54	Medic 36-1	12 W. Interlake Blvd., Lake Placid	4	\$ 50.00	\$ 200.00
55	Station 41	460 Sun N Lake Blvd., Lake Placid	4	\$ 50.00	\$ 200.00
56	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	4	\$ 100.00	\$ 400.00
57	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	4		
58	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	4	\$ 37.50	\$ 150.00
59	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	4	\$ 37.50	\$ 150.00
60	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	4	\$ 37.50	\$ 150.00
61	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	4	\$ 37.50	\$ 150.00
62	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	4	\$ 37.50	\$ 150.00
63	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	4	\$ 37.50	\$ 150.00
64	Lake August Boat Ramp	1634 WASHINGTON Boulevard	4	\$ 37.50	\$ 150.00
65	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.	4	\$ 37.50	\$ 150.00
ACTUAL Total Bid Amount * (add lines-written numerically)					\$ 97,360.08

ITB 24-035-LKD Itemized Bid Form

Bidder
Name: Sonny's Lawn & Tree Service LLC

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * Services=Annual Price)
Alternates					
22	Alternate ** Mowing/Irrigation Inspection & Repairs	Price per acre	1		\$ -
44	Alternate ** Trimming / Weeding	Price per linear foot	1		\$ -
66	Alternate ** Fertilize (grass)	Price per Acre (large areas)	1		\$ -
67	Alternate ** Fertilize (Ornamental Plants)	Price per Square Foot (beds and small areas)	1		\$ -

AGREEMENT

THIS AGREEMENT is made by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY”, and LaFlam Bush Hogging LLC, 6049 Olga Ave., Sebring, Florida 33875, hereinafter referred to as the “CONTRACTOR” (the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Lawn Maintenance Services County Wide, pursuant to the COUNTY’s Purchasing Policy and ITB-24-035-LKD; and,

WHEREAS, the CONTRACTOR submitted one of the two lowest responsive bids most advantageous to the COUNTY related to the services set forth in ITB-24-035-LKD, and will be the secondary CONTRACTOR. If the primary contractor is unable to provide the service in the required or requested timeframe, the COUNTY reserves the right to request the service be completed by the secondary CONTRACTOR; and,

WHEREAS, the Parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year from the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY and upon mutual agreement of the Parties, for three (3) additional one (1) year terms.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, applicable licenses, insurance, and any and all other items or services and incidentals, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted Work.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "A"**.
- E. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

- C. If, at any time during the contract term, the service performed, or Work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or Work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or Work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.
- D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any Work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR. Without limiting any other rights to which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.
- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within five (5) business days from monthly work completion. A proper invoice must include the following items:
 - i. The CONTRACTOR's name as it appears in this Agreement
 - ii. The date of the invoice preparation
 - iii. An identifying number to facilitate identification of the invoice
 - iv. Itemized amounts
 - v. Total amount due
 - vi. The Purchase Order number

- vii. A description and location of Work performed, including the date(s) of service
- viii. All applicable charges and discounts
- ix. The Exhibit "B" line item number for each item being invoiced

D. Invoices shall not request or charge sales tax

SECTION 7. TERMINATION.

Either Party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other Party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. COMMERCIAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.
 - 2. GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);

4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.
- D. 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 than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 13. **PUBLIC RECORDS.**

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - 2. Upon request from the COUNTY's custodian of public records, 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 in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR

keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or

the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. **WAIVER.**

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Hurner, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: LaFlam Bush Hogging LLC
Attn: Brian LaFlam, Owner/Manager
6049 Olga Ave.
Sebring, Florida 33875
Laflam1586@gmail.com

SECTION 24. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR 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 the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs

shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 34. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 35. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in “forced labor” and has not been placed on the “forced labor vendor list,” as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY’S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY’S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 37. **ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. **ATTACHMENTS**

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR’s response to the COUNTY’s solicitation ITB 24-035-LKD. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Brian LaFlam

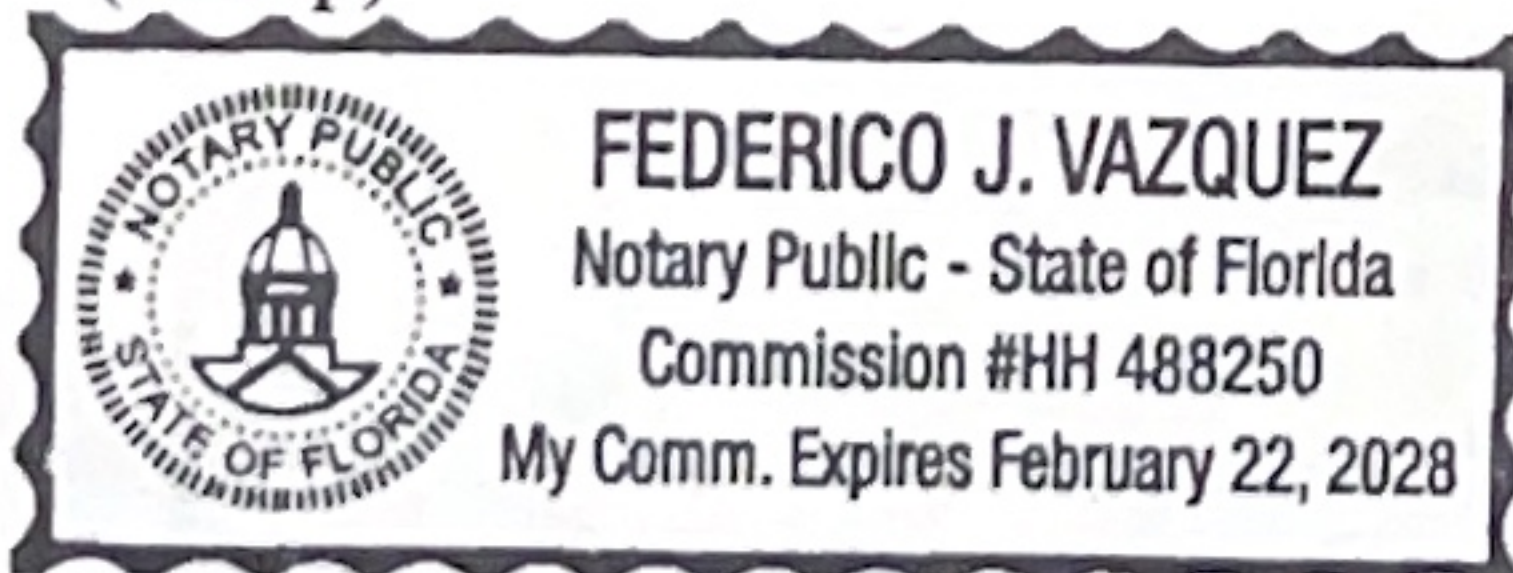
Title: Authorized Member

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Brian LaFlam, as owner, of LaFlam Bush Hogging LLC, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind LaFlam Bush Hogging LLC, and who is personally known to me or who produced FLDL as identification, and who did/did not take an oath this 30 day of Jan., 2025.

(stamp)



NOTARY PUBLIC, State of Florida

EXHIBIT “A”
Scope of Work and Specifications

1. GENERAL

CONTRACTOR shall provide lawn maintenance services county wide. A Purchase Order from the COUNTY must be received prior to initiation of any Work pursuant to this Agreement. Any Work outside of general maintenance must be approved by the COUNTY’s Department Project Manager prior to commencement of said Work.

2. MOWING

- 2.1** Lawncare (including but not limited to mowing, weed eating, edging, and blowing) is to be completed every week at the locations identified in Section 3 below during April through September AND every other week during October through March.
- 2.2** Mowing is to be completed at a height of 3.5 to 4 inches and trimmed to coincide with mowing;
- 2.3** Weed eating and/or edging around fencing, signs, concrete areas, sidewalks, parking area, etc.; trim or remove vegetation to keep areas aesthetically pleasing.
- 2.4** Blow off all lawncare debris from concrete, sidewalks (walking areas) and roadways; remove vegetation growing between two concrete areas within mowing locations, i.e., sidewalks, etc.

3. TRIMMING/WEEDING (when applicable at each Location)

- 3.1** Remove weeds in the flower beds and trim all hedges and shrubs at least twice per month; ensure there are at least fourteen (14) days between each service. Note “trim service” on invoice.
- 3.2** Trim hedges and shrubbery to be aesthetically pleasing.
- 3.3** Trim tree branches so there is an eight (8) foot clearance over walking areas and a ten (10) foot clearance over driving and parking areas and so that there are no branches touching or leaning on any fences or buildings, nor extending into a sidewalk area. Trim branches and hedges so that there is a two (2) foot clearance around all signs.
- 3.4** Pick up and haul away any debris and trash, and properly dispose of same offsite at no additional cost to COUNTY.

4. FERTILIZE

- 4.1.** Fertilizing is to be completed quarterly (approximately in December, March, June, and September (include date(s) of service on invoice).
- 4.2.** Fertilize all Location areas with appropriate fertilizer for that particular application in order to maintain healthy and lush foliage and grass.

EXHIBIT “A”
Scope of Work and Specifications

5. IRRIGATION INSPECTION & SERVICES (when applicable at each site Location)

- 5.1.** Irrigation inspection is to be conducted during the first service each month. CONTRACTOR is to contact the COUNTY’s Department Project Manager listed on the applicable Purchase Order immediately to report any issues observed during the inspection.
- 5.2.** Replace sprinkler heads as needed. Should there be a small minor repair to a sprinkler mist head or screw-on head, the CONTRACTOR shall make the repairs at no additional expense to the COUNTY.
- 5.3.** Should an irrigation system problem necessitate a repair beyond the replacement of a sprinkler head, the COUNTY’s Department Project Manager must be notified with an estimated cost to do the repair. Approval must be obtained prior to commencing any such Work. CONTRACTOR shall send photos, the location, and a complete description of the issue necessitating any such repair.
- 5.4.** Ensure pipe(s) in ditch(es) are free from debris, including grass.
- 5.5.** The monthly irrigation inspection shall include an irrigation time clock check and property check for watering irregularities.
- 5.6.** The monthly irrigation inspection shall include a full operational start and check diagnostics. This includes a per zone check to determine time, coverage and/or missed functions according to the “Schedule of Monthly of Services”. This will require the system to be turned on for a period of time and a walk around to inspect each sprinkler location to ensure they are all functioning properly.
- 5.7** All irrigation systems must be in full accordance with the irrigation times established by the greater restriction of Southwest Florida Water Management District and/or Highlands County.

6. LOCATIONS:

- 6.1** The COUNTY reserves the right to add or delete locations as needed.

Fire	
Location Name	Location Address
Station 1	2840 N Highlands Ave., Avon Park
Station 2	2450 CR 64 East, Avon Park
Station 9	2300 Longview Ct., Sebring
Medic 10-1	3517 Hammock Rd., Sebring
Station 18	4612 DeSoto Rd., Sebring
Station 24	1172 US98, Lorida
Station 29	2874 Lake June Blvd, Lake Placid
Station 30	1231 Lake Josephine Dr., Sebring
Station 33	1317 Columbus St., Lake Placid
Medic 36-1	12 W. Interlake Blvd., Lake Placid
Station 41	460 Sun N Lake Blvd., Lake Placid

EXHIBIT “A”
Scope of Work and Specifications

Special District	
Location Name	Location Address (see Attachment A maps for detail)
Highlands Park Estates	16415 Deerglen Blvd, Lake Placid
Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid
Placid Lakes	2010 Placid Lakes Blvd, Lake Placid
Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid
Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.
Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)
Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.
Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.
Lake August Boat Ramp	1634 WASHINGTON Boulevard
Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.

ATTACHMENT "A" **Special Benefit Districts Map Details**

HPE 16415 Deerglen Blvd., Lake Placid



Sun N Lakes of Lake Placid – 440 S. Sun N Lake Blvd., Lake Placid



**Placid
Lakes
– 2010
Placid
Lakes
Blvd.,**

ATTACHMENT "A"
Special Benefit Districts Map Details

501 Catfish Creek Rd., etc (according to maps)

Placid Lakes Community Center to include side lot from the south side of convenience store parking lot. South to Washington Boulevard everything within the street boundaries where the white fence exists.



Tobler Park and Boat Ramp; from fence on west side of pavilion to canal and from street North to the lake water, mow grass and edge sidewalks. (285 ft. long X 234 ft.). Mowing of Shoreline at Tobler Park. Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



ATTACHMENT "A"

Special Benefit Districts Map Details

Catfish Creek Road ROW to include median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.



Island Parkway to include the median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)



ATTACHMENT "A"

Special Benefit Districts Map Details

Placid Lakes Boulevard to include from Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area. Mow one width wide around the four benches where the grass and weeds exist. Mow the west side and the east side of this area where necessary (home owners usually mow the east side in front of their home).



ATTACHMENT "A"
Special Benefit Districts Map Details

All the Right Of Way (ROW) of vacant lot across from Island Parkway sign.



Lake August Boat Ramp at 1634 WASHINGTON Boulevard (LOT 35 BLOCK 100). Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



ATTACHMENT "A"
Special Benefit Districts Map Details

Washington Boulevard NE to include the center divider near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area.



ROW along vacant lot next to median on Washington Blvd.



Exhibit B
ITB 24-035-LKD Itemized Bid Form

Bidder
Name: LaFlam Bush Hogging

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * CP Service=Annual Price)
--------	---------------	------------------	---------------------------	------------------	--

Mowing/Irrigation Inspection & Repairs					
1	Station 1	2840 N Highlands Ave., Avon Park	38	\$ 65.00	\$ 2,470.00
2	Station 2	2450 CR 64 East, Avon Park	38	\$ 50.00	\$ 1,900.00
3	Station 9	2300 Longview Ct., Sebring	38	\$ 65.00	\$ 2,470.00
4	Medic 10-1	3517 Hammock Rd., Sebring	38	\$ 95.00	\$ 3,610.00
5	Station 18	4612 DeSoto Rd., Sebring	38	\$ 65.00	\$ 2,470.00
6	Station 24	1172 US98, Lorida	38	\$ 95.00	\$ 3,610.00
7	Station 29	2874 Lake June Blvd, Lake Placid	38	\$ 95.00	\$ 3,610.00
8	Station 30	1231 Lake Josephine Dr., Sebring	38	\$ 45.00	\$ 1,710.00
9	Station 33	1317 Columbus St., Lake Placid	38	\$ 65.00	\$ 2,470.00
10	Medic 36-1	12 W. Interlake Blvd., Lake Placid	38	\$ 65.00	\$ 2,470.00
11	Station 41	460 Sun N Lake Blvd., Lake Placid	38	\$ 95.00	\$ 3,610.00
12	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	38	\$ 150.00	\$ 5,700.00
13	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	38	\$ 421.00	\$ 15,998.00
14	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	38	\$ 150.00	\$ 5,700.00
15	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	38	\$ 150.00	\$ 5,700.00
16	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	38	\$ 150.00	\$ 5,700.00
17	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	38	\$ 150.00	\$ 5,700.00
18	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	38	\$ 150.00	\$ 5,700.00
19	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	38	\$ 150.00	\$ 5,700.00
20	Lake August Boat Ramp	1634 WASHINGTON Boulevard	38	\$ 150.00	\$ 5,700.00
21	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. ***And*** Along vacant lot next to median on Washington Blvd.	38	\$ 150.00	\$ 5,700.00

Exhibit B
ITB 24-035-LKD Itemized Bid Form

Bidder
Name: LaFlam Bush Hogging

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * CP Service=Annual Price)
Trimming / Weeding					
23	Station 1	2840 N Highlands Ave., Avon Park	26	\$ 50.00	\$ 1,300.00
24	Station 2	2450 CR 64 East, Avon Park	26	\$ 50.00	\$ 1,300.00
25	Station 9	2300 Longview Ct., Sebring	26	\$ 50.00	\$ 1,300.00
26	Medic 10-1	3517 Hammock Rd., Sebring	26	\$ 50.00	\$ 1,300.00
27	Station 18	4612 DeSoto Rd., Sebring	26	\$ 50.00	\$ 1,300.00
28	Station 24	1172 US98, Lorida	26	\$ 50.00	\$ 1,300.00
29	Station 29	2874 Lake June Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
30	Station 30	1231 Lake Josephine Dr., Sebring	26	\$ 50.00	\$ 1,300.00
31	Station 33	1317 Columbus St., Lake Placid	26	\$ 50.00	\$ 1,300.00
32	Medic 36-1	12 W. Interlake Blvd., Lake Placid	26	\$ 50.00	\$ 1,300.00
33	Station 41	460 Sun N Lake Blvd., Lake Placid	26	\$ 50.00	\$ 1,300.00
34	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
35	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
36	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	26	\$ 50.00	\$ 1,300.00
37	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	26	\$ 50.00	\$ 1,300.00
38	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	26	\$ 50.00	\$ 1,300.00
39	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	26	\$ 50.00	\$ 1,300.00
40	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	26	\$ 50.00	\$ 1,300.00
41	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	26	\$ 50.00	\$ 1,300.00
42	Lake August Boat Ramp	1634 WASHINGTON Boulevard	26	\$ 50.00	\$ 1,300.00
43	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.	26	\$ 50.00	\$ 1,300.00

Exhibit B
ITB 24-035-LKD Itemized Bid Form

Bidder
Name: LaFlam Bush Hogging

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * CP Service=Annual Price)
Fertilize					
45	Station 1	2840 N Highlands Ave., Avon Park	4	\$ 100.00	\$ 400.00
46	Station 2	2450 CR 64 East, Avon Park	4	\$ 100.00	\$ 400.00
47	Station 9	2300 Longview Ct., Sebring	4	\$ 100.00	\$ 400.00
48	Medic 10-1	3517 Hammock Rd., Sebring	4	\$ 100.00	\$ 400.00
49	Station 18	4612 DeSoto Rd., Sebring	4	\$ 100.00	\$ 400.00
50	Station 24	1172 US98, Lorida	4	\$ 100.00	\$ 400.00
51	Station 29	2874 Lake June Blvd, Lake Placid	4	\$ 100.00	\$ 400.00
52	Station 30	1231 Lake Josephine Dr., Sebring	4	\$ 100.00	\$ 400.00
53	Station 33	1317 Columbus St., Lake Placid	4	\$ 100.00	\$ 400.00
54	Medic 36-1	12 W. Interlake Blvd., Lake Placid	4	\$ 100.00	\$ 400.00
55	Station 41	460 Sun N Lake Blvd., Lake Placid	4	\$ 100.00	\$ 400.00
56	Highlands Park Estates	16415 Deerglen Blvd, Lake Placid	4	\$ 100.00	\$ 400.00
57	Sun N Lakes of Lake Placid	440 South Sun N Lake Blvd, Lake Placid	4	\$ 100.00	\$ 400.00
58	Placid Lakes	2010 Placid Lakes Blvd, Lake Placid	4	\$ 100.00	\$ 400.00
59	Tobler Park and Boat Ramp	501 Catfish Creek Rd., Lake Placid	4	\$ 100.00	\$ 400.00
60	Catfish Creek Right of Way	Per map median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.	4	\$ 100.00	\$ 400.00
61	Island Parkway Right of Way	Median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)	4	\$ 100.00	\$ 400.00
62	Placid Lakes Blvd Right of Way	From Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.	4	\$ 100.00	\$ 400.00
63	Island Parkway Right of Way	ROW of vacant lot across from Island Parkway sign.	4	\$ 100.00	\$ 400.00
64	Lake August Boat Ramp	1634 WASHINGTON Boulevard	4	\$ 100.00	\$ 400.00
65	Washington Boulevard	Center median near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area. And Along vacant lot next to median on Washington Blvd.	4	\$ 100.00	\$ 400.00
ACTUAL Total Bid Amount * (add lines-written numerically)					\$ 133,398.00

Exhibit B
ITB 24-035-LKD Itemized Bid Form

Bidder
Name: LaFlam Bush Hogging

Item #	Location Name	Location Address	Number of Services (est.)	Cost Per Service	Annual Price (Number of Svc * CP Service=Annual Price)
Alternates					
22	Alternate ** Mowing/Irrigation Inspection & Repairs	Price per acre	1	\$ 75.00	\$ 75.00
44	Alternate ** Trimming / Weeding	Price per linear foot	1	\$ 5.00	\$ 5.00
66	Alternate ** Fertilize (grass)	Price per Acre (large areas)	1	\$ 200.00	\$ 200.00
67	Alternate ** Fertilize (Ornamental Plants)	Price per Square Foot (beds and small areas)	1	\$ 0.50	\$ 0.50

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director

SUBJECT/TITLE: Request approval of Agreement between Highlands County and Royal Auction Group, Inc. for Auctioneer Services, Vehicles and Related Equipment.

STATEMENT OF ISSUE

Attached for your approval is an Agreement between Highlands County and Royal Auction Group, Inc. for piggybacking off a Services Agreement between Pinellas County and Royal Auction Group, Inc. for Auctioneer Services, Vehicles and Related Equipment pursuant to Pinellas County's RFP 190-0537-R for a term through and including November 17, 2027. The Agreement will allow the Highlands County Board of County Commissioners (HCBCC) to piggyback off the Agreement between Pinellas County and Royal Auction Group, Inc. for auctioneering services for all vehicles and related equipment.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and Royal Auction Group, Inc. for Auctioneer Services, Vehicles and Related Equipment.

FISCAL IMPACT

The fiscal impact is unknown. Revenue generated from sale proceeds will be distributed into the appropriate fund and revenue accounts when received.

Attachments: [Original full signed Royal Piggyback Contract - Highlands County - Pinellas Contract - Jan 2025.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and ROYAL AUCTION GROUP, INC., 2738 Gall Boulevard, Zephyrhills, Florida 33541, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has determined that it is in its best interest to utilize that Services Agreement between Pinellas County and the CONTRACTOR, dated November 17, 2020, attached hereto as **Exhibit "A,"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract," which was competitively solicited for and negotiated by the Pinellas County RFP 190-0537-R; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the COUNTY; and,

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

SECTION 1. TERM.

The term of this Agreement shall begin on the date of execution by the COUNTY and shall extend through and including November 17, 2027.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the COUNTY as set forth in **Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

COUNTY: Highlands County
 600 South Commerce Avenue
 Sebring, Florida 33870

Copy to: Highlands County Attorney

600 South Commerce Avenue
Sebring, Florida 33870

CONTRACTOR: Royal Auction Group, Inc.,
2738 Gall Boulevard
Zephyrhills, Florida 33541

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit "A," attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this Agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all Equal Opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The

CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA
(863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.

2. Upon request from the COUNTY's custodian of public records, 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 allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR'S possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONSULTANT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event that the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and

the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

Print: George Frazier

Title: COO ROYAL AUCTION GROUP, INC.

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of George Frazier, as COO,
of Royal Auction Group, Inc., who personally swore or affirmed that he/she is authorized to
execute this Agreement and thereby bind the Contractor, and who is personally known to me or
who produced _____ as identification, and who did/did
not take an oath this 22 day of January, 2025.



NOTARY PUBLIC

Composite Exhibit "A"

Cooperative Contract between
Pinellas County and Royal Auction Group, Inc.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 17 day of November, 2020 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Royal Auction Group, Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0537-R ("RFP") for Auctioneer Services, Vehicles and Related Equipment; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference and any amendments thereto.

B. "Amounts Owed to County" means any amounts other than Net Sales Proceeds for which Contractor may become liable to County according to the terms of this Agreement, including all exhibits, and including, but not limited to, amounts owed due to lost, stolen, damaged, or destroyed County property.

C. "Contractor's Commission" means the amount resulting from applying the applicable commission percentage set out in Exhibit B, attached hereto and incorporated herein by reference, to an item's actual sale price, regardless of any established MAP.

D. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

E. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

F. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

G. "MAP" or "Minimum Acceptable Price" means an amount designated by the County in its discretion as the minimum amount the Contractor shall use as the gross sale price for the sale of a particular item, for the purposes of calculating payment due to the County.

H. "Net Sale Proceeds" means the amount due to the County for the sale of an item, which shall be calculated by subtracting the Contractor's Commission and any applicable Transportation costs from the Sale Price.

I. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

J. "Sale Price" means either the actual sale price resulting from the auction of an item, or, in the event Contractor sells an item for less than the County-designated MAP without prior consent, the MAP.

K. "Transportation Costs" means Contractor's actual costs, evidenced by such documentation as the County requires, incurred by Contractor for transporting and delivering sale items to Contractor's auction site.

2. **Condition Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

H. **Provision for Other Agencies.** Contractor agrees to provide the Services described in this Agreement, at the same prices, and equivalent terms and conditions, to other Florida state or local government agencies upon the request of any such agency, and pursuant to an independent agreement executed between Contractor and the requesting agency.

I. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

J. "Sale Price" means either the actual sale price resulting from the auction of an item, or, in the event Contractor sells an item for less than the County-designated MAP without prior consent, the MAP.

K. "Transportation Costs" means Contractor's actual costs, evidenced by such documentation as the County requires, incurred by Contractor for transporting and delivering sale items to Contractor's auction site.

2. **Conditionis Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

H. **Provision for Other Agencies.** Contractor agrees to provide the Services described in this Agreement, at the same prices, and equivalent terms and conditions, to other Florida state or local government agencies upon the request of any such agency, and pursuant to an independent agreement executed between Contractor and the requesting agency.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for eighty-four (84) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Basis of Compensation. As Contractor's compensation for Services completed in accordance with this Agreement, Contractor may retain from the Sale Price for each sale conducted the applicable Contractor's Commission, as set out in Exhibit B attached hereto and incorporated herein by reference, together with any applicable Transportation Costs ("Services Fee"). No other amounts may be retained, and the entire remaining balance of each Sale Price shall be paid to the County. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

B. Method of Payment. Within 12 days of any auction, Contractor shall submit an electronic accounting report, as more fully described in Exhibit A, as well as all documentation required by the County for proof of Transportation Costs, which submittals shall be subject to County's review and approval in accordance with the Dispute Resolution process set out in Exhibit E. No later than 45 days from approval by the County of the electronic accounting report and Transportation Cost amounts, Contractor shall pay the total of all Net Sale Proceeds, by sending payment to County's Finance Department, at the address indicated in Exhibit D, attached hereto and incorporated herein by reference. All payments shall be in accordance with the applicable requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act," as well as the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes.

C. Amounts Owed By Contractor. The County shall invoice Contractor for any Amounts Owed to County, and Contractor shall remit auction proceeds, net of fees and expenses, within 45 days of auction close.

D. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascountv.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of licenses, permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA, health and the environment, and privacy of medical records or information as applicable to this contract.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Royal Auction Group, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any others which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Contract Administrator
Fleet Management Operations
9685 Ulmerton Road
Largo, FL 33778

For Contractor:

Attn: George Frazier
Royal Auction Group, Inc.
2738 Gall Boulevard
Zephyrhills, FL 33541

with a copy to:
Division Director
Pinellas County Purchasing and Risk Management Division
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiaries. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Pat Gerard

By

Pat Gerard, Chair, Board of County Commissioners

Royal Auction Group, Inc.

Name of Firm

By: [Signature]

Signature

Brandon Fox
Print Name

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: [Signature]

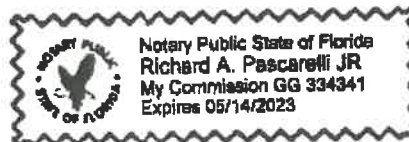
Deputy Clerk



President

Title

[Signature]



APPROVED AS TO FORM

Jacina Haston

JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A- SCOPE OF WORK

1. Minimum Acceptable Price (MAP)
 - a. The Seller may, at any time, establish a MAP for any vehicle or related equipment on the inventory listing.
 - b. Contractor shall make no sale below any set MAP limit without prior consent.
 - c. In an event where an item has been sold below the established MAP limit Contractor, without prior consent, the Contractor shall reimburse the Seller for the difference between sale dollars and MAP.
2. Logistics
 - a. The County or Participating Agency (Seller) will provide an inventory listing of vehicles and related equipment to be auctioned at least ten (10) days prior to the auction date.
 - b. The Seller may be required to add, modify or delete items from such list within an agreed upon amount of days prior to the auction day.
 - c. Contractor shall accommodate auctioneering services for all vehicles and related equipment within ten (10) days of notice.
 - d. Contractor shall be responsible for coordinating the transporting and delivery of inventory equipment to Contractor's auction site, including the payment of such.
 - i. Contractor shall then provide the Seller with invoices showing actual transportation costs, which will be deducted from the sales proceeds.
 - e. There shall be no mark up on transportation cost or any pass-through costs.
 - f. Upon receipt of equipment to be auctioned, Contractor shall provide the participating entity with a receipt.
 - g. Contractor shall immediately notify the Seller of any item(s) containing license plates, light bars, logos and seals, or other identification markings. Such items shall not be auctioned. Contractor will hold items until given direction from Pinellas County Fleet Management contract administrator.
 - h. Contractor shall be required to remove any decals and numberings from vehicles/equipment without damaging paint finish.
3. Contractor shall be responsible to provide all personnel, advertising and services necessary to conduct the auction.
4. Contractor shall have a website that includes current data and photos of equipment inventory for each scheduled auction and such website shall have the capability to allow bidders to enter proxy bid on specified items.
5. Contractor shall have the capability to conduct Internet-based auctions whereby all bidding may be conducted remotely to enable auction sales to continue in the event public gatherings are limited in number or prohibited altogether.
6. Disclaimer of Sales
 - a. Contractor shall post or distribute to the audience and on website the terms and conditions, restrictions, and procedures whereby goods will be sold at the auction.
 - b. Contractor shall advise the bidder of known defective conditions of any vehicle and/or vehicle related equipment offered for sale before offering the vehicle and/or vehicle related equipment for auction.
 - c. All sales must be F.O.B place of sale, and are to be sold **AS IS**, and shall disclaim all warranties express or implied, including but not limited to warranty, fitness for a particular purpose, or merchantability. Such disclaimer shall be indicated on each advertisement or announcement. Contractor will be responsible for and will bear or reimburse the Seller for any expenses resulting from Contractor's failure to provide such disclaimer.
 - d. Each auction item shall include a notice of description with description of all relevant details of item, including MAP / Right of Refusal (ROR), year, make, and model, as applicable.

EXHIBIT A- SCOPE OF WORK

7. Contractor shall have electronic access to the department of Motor Vehicles (DMV) database to check registration, Vehicle Identification Number (VIN), etc.
8. Contractor must provide services necessary to register, license, and/or transfer title of vehicle and/or vehicle related equipment to buyer, including the submittal of all required paperwork to DMV within a period of thirty (30) days.
9. Contractor will be responsible for collecting, counting and recording all proceeds and documentation received during the auction, including certification of payment of Florida State Sales tax. Acceptance of bad checks or errors in computation of funds will be at the auctioneer's risk.
10. For verification purposes, all auctions sales must be electronically recorded.
11. Seller will be paid based on recorded sale value. No-shows will be deducted from the total sales; however, deposit paid by the no shows will be recorded as a sale.
12. Facility Requirements
 - a. All auctions shall be conducted at auctioneer's owned or leased facility.
 - b. Contractor's facility shall have the capability to accommodate approximately 100+ vehicles, including large trucks and oversized vehicles and related equipment.
 - c. Contractor's facility shall have the capability to safely store the same amount of additional equipment, at no extra cost to the participating entity, until equipment is sold and picked up by the buyer.
 - d. Contractor may not store vehicles and or related equipment at a location(s) other than the Contractor's owned or leased facility at which the auction takes place.
 - e. Seller shall be provided with access when requested to the secured storage facility as well as, the Contractor's auctions to monitor and record bid prices.
 - f. Contractor shall provide access to all prospective bidders to inspect equipment, at least five (5) business days prior to the auction date, including a two (2) hour inspection period the morning of the auction. The facility shall be open a minimum of eight (8) hours daily during public inspection periods.
13. Damaged or Lost Property
 - a. Contractor will be responsible for replacing or compensating the Seller at fair market value, for any property lost, stolen, damaged or destroyed by a third party or vandalism. The replacement or repair shall be within the time frame specified by the Seller. All replacements or repairs will require prior written approval.
 - b. A third party appraiser valuation shall be the final arbiter in the event of a dispute on replacements or repairs between the Seller and the Contractor. If the Contractor has failed to properly replace or repair damaged vehicles and/or vehicle related equipment, the County will invoice Contractor for all damages incurred.
 - c. The Contractor shall pay the Seller for the appraised value or 3rd party appraiser valuation of the loss/damaged related equipment and such payment shall be made within thirty (30) days of the loss.
14. At point of sale, Contractor shall provide successful bidder with a bill of sale and the related vehicle items.
15. Seller shall not pay any premiums associated with the sale of items at auctions.

EXHIBIT A- SCOPE OF WORK

16. Reports

a. Sold items

- i. After each auction, Contractor shall provide Seller an electronic accounting, in EXCEL format, within twelve (12) business days of the auction for all items sold at auction, including but not limited to:
 1. Date Auction Conducted
 2. Seller Name
 3. Seller established MAP price (as applicable) per item
 4. Description of Product Auctioned, including:
 - a. Year
 - b. Make and Model Number (as applicable);
 - c. Property Control Number, VIN, Serial Number (as applicable);
 5. Selling Price
 6. Transportation Fees
 7. Auctioneers Commission Dollar Amount
 8. Net Price Due to Seller
 9. Signature Attesting to Accuracy of the Gross and Net Pricing and Dated

b. Unsold Items

- i. Contractor shall furnish the Seller with the equipment listing of all unsold vehicles and equipment items within six (6) business days of close of each auction. This equipment listing shall include all submitted bid pricing, if any.

Unless otherwise stated by the Seller, such items shall be held by contractor in a safe and fully secured location until the next auction, at no expense to the Seller.

EXHIBIT B- CONTRACTOR'S COMMISSION

DESCRIPTION	COMMISSION FEE	BUYER'S FEE
Items with sale price less than \$5,000	<u>N/A</u>	<u>10 %</u>
Items with sale price between \$5,001 - \$15,000	<u>N/A</u>	<u>10 %</u>
Items with sale price over \$15,000	<u>N/A</u>	<u>10 %</u>
Cost for removal of decals and lettering: <u>\$0.00</u> /per vehicle		

EXHIBIT C- INSURANCE REQUIREMENTS

1. INSURANCE:

The recommended Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy. **Motor Carrier Act endorsement (MCS 90) shall be attached.**

Limit

Combined Single Limit Per Accident	\$ 1,000,000
------------------------------------	--------------

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - PAYMENT/INVOICES:

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN
MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: JD Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Request to modify the Construction Inspector/Project Manager job description to increase the Pay Grade to 116 to be in line with similar project manager positions and update the reporting information and “Position Duties & Responsibilities” sections to accurately reflect the current functions of this position.

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of the Construction Inspector/Project Manager position, we are requesting the following: 1) To approve the pay grade change of this position from 115 to 116 to be in line with other project manager positions. 2) To approve the modified job duties to reflect the current functions of this position.

RECOMMENDED ACTION

Move to approve the request to modify the Construction Inspector/Project Manager job description to increase the Pay Grade to 116 to be in line with similar project manager positions and update the reporting information and “Position Duties & Responsibilities” sections to accurately reflect the current functions of this position.

FISCAL IMPACT

No fiscal impact

Attachments: [Project Mgr Construction Inspector \(0968\) 2.18.2025_Clean.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JOB DESCRIPTION

REGULAR ☒		SENIOR MANAGEMENT SERVICE ☐		OPS/OTHER ☐	
POSITION INFORMATION				Position Type Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒	
Job Title: Construction Inspector/Project Manager		Division: Engineering		Department: County Engineer	
Job Code: 0968		Pay Grade: 116		Pay Band: \$64,862.56 - \$103,780.09	
Included/Exempt: Exempt		Type of Transaction:			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	

1. This position reports directly to:	Job Title Senior Project Manager	Job Code 1214	+ Pay Grade 117	
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:				

POSITION DUTIES & RESPONSIBILITIES

General Description:

A specialized position responsible for engineering, project management, and construction planning/inspection work. Duties include planning, coordinating, and inspecting the work of contractors and County forces engaged in road projects of various complexities. This position represents the County's interest on construction projects.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Performs or assists in design and inspection of roadways, intersections, drainage systems and other public works projects in accordance with established specifications and standards. Prepares or assists in preparation of contract specifications for public works projects. Provides input to designers and draft persons in preparing plans. Assists in preparation of applications for, and secures environmental and water management districts permits.
- Attends meetings and conferences with regulatory agencies to discuss projects and formulate recommendations on design decisions and other related matters.
- Conducts construction site visits, performs inspections, and resolves construction-related problems with contractors on public works projects.
- Review and/or prepare payment requests for public works projects under construction.
- Coordinates with survey crew needed information and stakeouts on design construction projects, and assists in the field as needed.
- Acts as a liaison between contractors and/or Road & Bridge and the Engineering Department on all road projects.
- Functions as construction inspector. Inspects grading work for proper materials, moisture content, width, mixture and amount of materials. Inspects construction of structures for proper alignment, grade and reinforcement.
- Prepares project status reports and schedules as required.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Oversees contracted labor for capital projects.
- Support Utility Coordinator with inspections, etc.

Knowledge, Skills, and Abilities:

- Knowledge of current construction procedures, practices, and materials.
- Knowledge of basic architectural/engineering principles.
- Knowledge of contract administration and negotiations.
- Knowledge of FDOT criteria and standard specifications.
- Working knowledge of Florida construction codes.
- Ability to read and interpret design plans, specifications, and construction documents.
- Ability to give technical and professional review to a wide variety of construction and capital projects.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
- Ability to make decisions based upon analysis of data and prepare clear and concise reports, both orally and in writing.
- Ability to make presentations, if necessary.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS**Education & Experience:**

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Associates Degree with a minimum three (3) years Project Management experience or Management/Inspection.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:

Title: Human Resources Manager

Date:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: James D. Langford, P.E., Assistant County Administrator Thomas Hendel, Project Manager - Transportation

SUBJECT/TITLE: Request to approve Amendment Number 3 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007.

STATEMENT OF ISSUE

On October 15, 2024, Amendment 2 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007, was brought to the Board for approval. Due to inclement weather and other issues, E O Koch has submitted a Change Order (CO) Request (CO No. 5) to extend the length of the project an additional 30 days for completion of this project. The current amendment number is Amendment 3 and does not include a budget amendment or accompanying resolution.

RECOMMENDED ACTION

Move to approve Amendment Number 3 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007.

FISCAL IMPACT

There is no additional fiscal impact to the previously approved Amendment from October 15, 2024.

Attachments: [Amendment 3 Signed by EO Koch.pdf](#)

Attachments: [Change Order Request #5.pdf](#)

AMENDMENT 3 TO AGREEMENT

THIS AMENDMENT 3 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and EO Koch Construction, Co. ("Contractor").

WHEREAS, the County and Contractor entered into an Agreement on September 7, 2023, and amended the same through Amendment 1, dated June 18, 2024, and Amendment 2, dated October 15, 2024 (collectively referred to as "Agreement").

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the new Traffic Operations Building ("Project"); and

WHEREAS, due to some unforeseen matters and needed modifications, the Contractor properly submitted a request to change the original specifications of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to further amend the Agreement.

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

1. Article 1.0, Construction Team, Extent of Agreement and Definitions, Section 1.03, Definitions, Construction Documents and approved Plans for the project are hereby amended to increase the size of the generator pad to 12'-0" x 36'-0" at no additional cost to the County and to delete the fencing around the pad.
2. Article 3.0, Commencement, Time and Substantial Completion, Article 3.01 Duration Days, is hereby amended to reflect that Substantial Completion shall be achieved not later than Three Hundred Sixty-five (365) consecutive calendar days after the Specified Date of Commencement.
3. The following additional terms are hereby added to the Agreement:

FOREIGN COUNTRY OF CONCERN.

- A. *Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.*

- B. *The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.*

FORCED LABOR OR HUMAN TRAFFICKING.

- A. *Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.*
- B. *The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.*
4. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 3 and the Agreement between the parties, this Amendment 3 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk

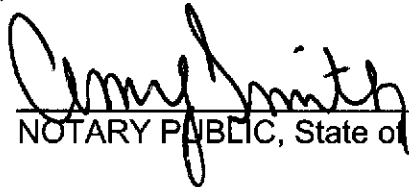
EO KOCH CONSTRUCTION, CO.

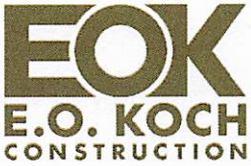

Print: Edward O. Koch
Title: OWNER/President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Edward O. Koch, as owner, of EO Koch Construction, Co., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 27th day of January, 2025.




NOTARY PUBLIC, State of Florida



REQUEST FOR CHANGE ORDER

Owner	Highlands County Board of County Commissioners
Project	Traffic Operations Building
Project Address	4500 Kenilworth Blvd
Date	12/18/2024
Engineer	J.D. Langford, P.E. 505 S. Commerce Ave. Sebring, FL 33870
Contractor	E. O. Koch Construction Co., 1417 Swank Avenue, Sebring FL 33870
Reference	Change Order 5

Reference: Generator Pad and Contract Completion

1. Adjust the size of the generator pad
and delete any fencing around the generator. Cost:
\$0.00

2. Extend the contract completion time by 30 days to
Compensate for delays due to hurricanes, supply chain issues,
Asphalt plant closures and to allow time for Excavation
Point to pave the parking lot. \$0.00

Total Cost:
\$0.00

Sincerely,

Aaron Nadaskay, Vice President

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: J D Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Request to approve AIM Engineering & Surveying Inc CSA #3 for Project #22010 (ADA Hammock Rd. Multi-Use Path) to provide roadway, drainage design, and survey support.

STATEMENT OF ISSUE

Aim Engineering & Surveying Inc is an approved member of the County's Professional Library of Consultants. This Consultant Services Agreement (CSA) is to authorize this consultant to complete the tasks outlined in this agreement on behalf of Highlands County for services relating to the Hammock Rd. Multi-use Path, also referred to as the Hammock Road Trail. The County Attorney and all pertinent staff have reviewed and approved this contract.

RECOMMENDED ACTION

Move to approve AIM Engineering Inc CSA #3 for Project #22010 (ADA Hammock Rd. Multi-Use Path) to provide roadway, drainage design, and survey support.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as these funds are already budgeted in Project #22010.

Attachments: [20-024 AIM Engineering CSA 3 Approved to Route for Signature - Agenda Item.pdf](#)

HIGHLANDS COUNTY, FLORIDA AUTHORIZATION FORM

Select One of the following

☐ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#
☒ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	#3
Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and <u>AIM Engineering & Surveying, Inc.,</u> (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.	Project Amount: \$71,660.00
	Budget Account Number: Fund or cost enter/account/project #, if applicable. 151/4102A/22010
	RFP# 22-010 Category 2 Engineering
	Master Contract Date: March 16, 2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- | | |
|--|---|
| ☒ Exhibit A – Scope of Work | ☒ Exhibit C – County Clauses |
| ☒ Exhibit B – Compensation | ☐ Exhibit D – Plans/Drawings/Survey |

DEPARTMENT APPROVAL

Recommended by Print Name: Richard M. Oujevok, PE Project Manager	Reviewed by Print Name: J. D. Langford, P.E. Asst. County Administrator
☒ <u>Richard Oujevok, PE #0205</u> Jan 28, 2025	☒ <u>J. D. Langford</u> Jan 28, 2025
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent Print Name: Tracy Levy Principal/COO	Consultant Project Manager: Print Name: Adam Aguila, PE Project Manager
☒ <u>TRACY LEVY</u> Jan 30, 2025	Consultant Project Manager Email & Telephone#: AAguila@aimengr.com/813-637-2554
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee Print Name: Stacy D. Quillen, Procurement Manager
☒ <u>Stacy Quillen</u> Feb 3, 2025
4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)
☒ <u>Chantel Strahan</u> Feb 3, 2025
5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Arlene Tuck, Chair
☒ To be executed by Board	☒
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: ROADWAY, DRAINAGE DESIGN AND SURVEY SUPPORT FOR HAMMOCK ROAD TRAIL

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1: Project Administration

- A. Project Setup: The CONSULTANT will establish a project schedule, base files and work plan.
- B. Kick-off Meeting: The CONSULTANT will conduct a kick-off meeting with the County's project team.
- C. Monthly Progress Meetings: The CONSULTANT will meet with the County's project team on a monthly basis to review the progress of work. The schedule will be maintained and updated following each progress meeting.
- D. Coordination: This task assumes the COUNTY will handle all submittals and document uploads, as necessary.

Deliverables

- 1. Project Schedule
- 2. Conduct one (1) kick-off meeting (via MS Teams)
- 3. Monthly Progress Meetings (Monthly for duration of project, virtual)
- 4. Meeting Minutes (Monthly for duration of project)
- 5. Final Project Files (cadd, photos).

TASK 2: Existing Conditions Review & Assessment

- A. Desktop review: The CONSULTANT will collect data including aerials, traffic data, crash data, LiDar data, and maintenance or other inspection reports.
- B. Field Review: The CONSULTANT will make two (2) site visits including roadway, drainage and traffic engineers. The review includes visual inspection of pavement and utility manholes, observing traffic patterns, and taking photos.

Deliverables

- 1. Existing conditions memorandum.

TASK 3: Survey

- A. Meet with and coordinate survey field efforts with Highlands County Survey Staff, up to three meetings will be held. Pre, during and after survey work is performed.
- B. Establish Horizontal Project Control using the Florida State Plane Coordinate System, Zone 0901, Florida East North American Datum of 1983 (2011 Adjustment).+
- C. Establish Vertical Project Control using the North American Vertical Datum of 1988 (NAVD 1988) utilizing redundant GNSS observations. The vertical control will be verified using the GNSS observations tied to nearby National Geodetic Survey (NGS) control points. Benchmarks relative to the GNSS observations will be set throughout the project limits and provided in CSV format to Highlands County.
- D. Perform review of survey CADD product provided by Highlands County Survey Staff and provide feedback for quality control purposes.

Deliverables

- 1. Documentation for horizontal and vertical control.
- 2. Quality Control check of final survey cadd product.

TASK 4: Conceptual Design

- A. Identification of the existing pavement conditions within the project area.
- B. The CONSULTANT will prepare a cost estimate.

Deliverables

- 1. Design Report: The CONSULTANT will prepare a design report including existing conditions memo, partial typical section, crash data analysis, conceptual design and construction cost estimate.
- 2. Drainage Memo: The CONSULTANT will produce a drainage memo including the conceptual drainage analysis for roadside ditch along Hammock Road Trail from Jacklin Avenue to east of Roger Street.

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form and Purchase Order, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within **eight months** from the final execution of the Authorization.

Exhibit "B"
Compensation

ADA Hammock Rd. Multi-Use Path		
TASK	DESCRIPTION	FEE
1	Project Administration	\$10,000.00
2	Existing Conditions Review & Assessment	\$5,990.00
3	Survey	\$7,500.00
4	Conceptual Design (Drainage)	\$48,170.00
5	N/A	\$0.00
FIXED FEE (Including Reimbursable Expenses)		\$71,660.00

Services are on an as needed basis. Hourly rates set forth in the Master Agreement may not be exceeded.

Exhibit "C"
County Clauses

The CONSULTANT agrees to the following County Clauses in addition to the requirements of the Master Agreement:

FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 18, 2025

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request adoption of Resolution 24-25-067 for Budget Amendment 24-25-040 to appropriate Grant funds within the General Fund for SCAAP 2024 project 24032.

STATEMENT OF ISSUE

This budget amendment is necessary to appropriate grant funds within the General Fund to accomplish grant/program goals for FY24/25 for SCAAP 2024 (24032). These funds were estimated at \$20,000.00 and Adopted with the 24/25 Budget. The actual award came in at \$13,071.00 so this budget amendment is adjusting the budget for this \$6,929.00 decrease.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-067 for budget amendment 24-25-040 to appropriate the FY 24/25 grant funds within the General Fund for SCAAP 2024 project 24032.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) in the amount of \$6,929.00 for the SCAAP 2024 grant set up in Project 24032 and being appropriated in the Sheriff's cost center 3323 (Detention & Corrections), account 51001Z (Project Personal Services).

Attachments: [24-25-040 Project 24032 SCAAP 2024 \(BA\).pdf](#)

Attachments: [24-25-040R Project 24032 SCAAP 2024 \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

February 7, 2025

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 2/4/2025

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3326; 3323
PROJECT(S) #: 24032 PROJECT TITLE(S): SCAAP 2024 COST CENTER TITLE(S): Detention & Corrections Other; Detention & Corrections
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312902Z	SCAAP Program Revenue		20,000.00		20,000.00	0.00
R	005		3312902Z	SCAAP Program Revenue	24032	0.00	13,071.00		13,071.00
E	005	3326	54900Z	Project Personal Services		153,312.00		20,000.00	133,312.00
E	005	3323	51001Z	Project Personal Services	24032	0.00	13,071.00		13,071.00
									0.00
									0.00

REASON: To set up Project 24032 SCAAP 2024.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-040

TRANSFER TYPE:

Approval
Denial

ACTION:
Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 24-25-067

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-040 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Budget Amendment. Budget Amendment 24-25-040 is hereby approved and authorized to set up and appropriate budgeted funding into their respective Projects/accounts for Projects 24032 – SCAAP 2024 with a Fiscal Impact decrease in the amount of \$6,929.00.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of February, 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arelene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: James D. Langford, P.E., Interim County Engineer and Assistant County Administrator

SUBJECT/TITLE: Request Adoption of Resolution 24-25-065 pertaining to and approving Construction Agreement number 2024-C-191-00002 with Florida Department of Transportation (FDOT) for roadway improvements.

STATEMENT OF ISSUE

The proposed Construction Agreement between Highlands County and FDOT is for the construction of an access roadway at the proposed signal for the intersection of US Highway 27 and Sun Pure Road. With the construction of NUCOR, it was determined that a traffic signal was warranted as a safety precaution. Under this agreement, the County will collaborate with FDOT on the design, permitting, and construction phases of the project. The agreement outlines the responsibilities of both parties, including compliance with FDOT standards, traffic control measures, and maintenance of the construction area. The improvements will ultimately become FDOT property upon completion and acceptance of the work. The County Attorney and FDOT have reviewed and approved the Construction Agreement. Ron Cauthan, P.E., Chastain Skillman, LLC, is the Engineer of Record. James D. Langford, P.E. is the project manager for this project.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-065 pertaining to and approving the Construction Agreement with the Florida Department of Transportation.

FISCAL IMPACT

There is no fiscal impact to the County as the improvements will be paid for by NUCOR.

Attachments: [Res. 24-25-065.pdf](#)

RESOLUTION NO. 24-25-065

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE RIGHT OF WAY IMPROVEMENT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR PERMIT AUTHORITY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has acquired a Right of Way at the intersection of Sunpure Road and US 27 and has determined that a traffic signal is necessary at this location ("Right of Way Improvement"); and

WHEREAS, Highlands County supports the Right of Way Improvement, as it will improve the safety of the traveling public in this area of Highlands County; and

WHEREAS, Nucor Corporation ("Developer") has agreed to construct and fund the Right of Way Improvement; and

WHEREAS, FDOT has requested that Highlands County act as the Construction Coordinator related to the Right of Way Improvement; and

WHEREAS, Highlands County and the Developer have agreed to jointly participate in the FDOT permitting process related to the Right of Way Improvement.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Agreement and Authorization to Execute. The State of Florida Department of Transportation Construction Agreement attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or Vice-Chairperson is hereby authorized to execute the same on behalf of the County.

SECTION 3. Permit Authority. The County Administrator or the designee thereof is hereby authorized to apply for and participate in the FDOT permitting process with the Developer related to the Right of Way Improvements.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed

necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to the Right of Way Improvement Agreement, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of February 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk of Court

EXHIBIT “A”

*State of Florida Department of Transportation Construction
Agreement*

CONSTRUCTION AGREEMENTConstruction Agreement No.: 2024-C-191-00002

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) 4722 Kenilworth Blvd. Sebring, Florida 33870
(hereinafter referred to as the "DEPARTMENT") and (Name) Highlands County
(Address) 600 S Commerce Avenue, Sebring, FL 33870 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR SR 25 Section 030 Subsection 000 from Begin MP 17.361 to End MP 17.830
Local Name N/A located in Highlands County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of improvements on US 27 at Sunpure Road **See attached Exhibit A Scope of Services/Plans.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than N/A and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
 - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and 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.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

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

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

Exhibit A Scope of Services/Plans

Construction Plans for US Hwy 27 - W Sun Pure Rd Intersection
Chastain Skillman

Sheet No.

C-01

C-02

C-03

C-03A

C-04

C-05

C-06

PP-01

PP-02

PP-03

PP-04

PP-05

PP-06

XS-01

XS-02

XS-03

XS-04

XS-05

XS-06

XS-07

SPM-01

SPM-02

C-08

C-09

C-10

C-11

C-12

C-13

C-14

C-15

C-16

C-17 (Labeled C-16)

C-18

T-1

T-1A

T-2

T-3

T-4

T-5

T-6

T-7

T-8

T-9

T-10

T-11

T-12

T-13

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 18, 2025

PRESENTER: Dawn Ritter, Natural Resources Manager Mike McMillian, Natural Resources Specialist II

SUBJECT/TITLE: Request approval of Dr. Raoul Boughton as the newest member of the Natural Resources Advisory Commission (NRAC) in the environmental slot.

STATEMENT OF ISSUE

Ms. Chelsea Wisner resigned her position (environmental slot) from NRAC because of job opportunity. We received one new application for the open slot. Dr. Boughton applied and appeared before the members of NRAC during the January 29, 2025 meeting. The members of NRAC motioned to recommend Dr. Boughton to the BOCC to fill the open environmental slot. NRAC has three slot types; professional, environmental, and agricultural.

RECOMMENDED ACTION

Move to approve Dr. Raoul Boughton as the newest member of the Natural Resources Advisory Commission (NRAC) in the open environmental slot.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [NRAC Application for Raoul Boughton.docx](#)

NRAC Application for Raoul Boughton

Name = Dr Raoul Boughton

Address = 1238 Josephine Court

City = Sebring

State = FL

Zip_Postal_Code = 33875

Phone = 8638403678

Email = Raoul.boughton@gmail.com

Request = Natural Resources Advisory Commission

Membership Type = Regular Member

Current Employment Experience: = 2020 to current lead Ecologist of The Mosaic Company

Previous Employment Experience: = 2014 to 2020 Assistant Professor, Rangeland Wildlife Scientist

Department of Wildlife, Ecology and Conservation, University of Florida

2011 to 2014 Research Biologist and Director of Disease Ecology Program

Archbold Biological Station

2007 to 2011 Post-doctoral Research Fellow

Archbold Biological Station

2000-2007 PhD research

University of Memphis

High School = Lyneham High, Canberra Australia

College = BSc, Environmental Resource Management- Southern Cross University, Australia

Special Training: = Master Bird Bander, Wildlife Anesthetics, DEA controlled substances training

Activities & Interest: = Wildlife viewing, bird watching, conservation, endangered species, hiking, kayaking, fishing and cycling. As well as car racing.

Current positions on boards, committees, elected offices, law enforcement positions: = None

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Male

Disabled = No

Age = 51

Race: = White

Signature Certification: = Checked indicating Electronically Signed

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Melony Culpepper, AICP, Planning and Zoning Supervisor

SUBJECT/TITLE: Request to reappoint Suzanne Hunnicutt and appoint Christine Lopez as regular members of the Board of Adjustment (BOA) and Planning and Zoning Commission/Local Planning Agency (P&Z) with an expiration date of 2/21/2029.

STATEMENT OF ISSUE

Suzanne Hunnicutt's current appointment to the BOA and P&Z is set to expire on February 21, 2025. She would like to renew her appointment for another four-year term. Per Section 12.03.300 of the Highlands County Land Development Regulations, BOA and P&Z members shall serve as provided for a period not to exceed four years and may be reappointed for successive terms. In addition, Sara Pipal has resigned from the BOA and P&Z. Her term was also set to expire on February 21, 2025. Christine Lopez was appointed as an alternate voting member on February 20, 2024. Per the Policy on Board Appointments, when a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board based on seniority. Ms. Lopez is the most senior alternate member. Attached for your review and consideration are the updated applications for Suzanne Hunnicutt and Christine Lopez to be (re)appointed as regular members to the BOA and P&Z.

RECOMMENDED ACTION

Move to reappoint Suzanne Hunnicutt and appoint Christine Lopez as regular members of the Board of Adjustment (BOA) and Planning and Zoning Commission/Local Planning Agency (P&Z) with an expiration date of 2/21/2029.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Suzanne Hunnicutt Application.pdf](#)

Attachments: [Christine Lopez Application.pdf](#)

Culpepper, Melony

From: Sauls, Leah M.
Sent: Monday, February 3, 2025 8:41 AM
To: Carman Kramer, Cynthia D.; Culpepper, Melony
Subject: FW: Committee Application

From: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Sent: Monday, February 3, 2025 8:16 AM
To: Sauls, Leah M. <lsauls@highlandsfl.gov>
Cc: Drake, Michelle <mdrake@highlandsfl.gov>
Subject: Fw: Committee Application



Chantel Strahan

Legal Assistant

Highlands County Board of County Commissioners

(863) 402-6501

cstrahan@highlandsfl.gov

www.highlandsfl.gov



600 S. Commerce Ave., Sebring, FL 33870

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic messages to this address. (See Florida Statutes).

From: noreply@revize.com <noreply@revize.com>
Sent: Saturday, February 1, 2025 4:33 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Suzanne Hunnicutt
Address = 1825 N Oleander Dr
City = Avon Park

State = FL
Zip_Postal_Code = 33825
Phone = 863-381-1122
Email = suzskip53@gmail.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = retired
Previous Employment Experience: = Architect - Chastain-Skillman, Inc., 29 years
Engineering Services Aide - Highlands County Engineering Dept., 2 years
Capital Projects Manager - Highlands County Administration, 3 years
High School = Avon Park High School, 1971
College = University of Florida, BA 1975, MA ARCH 1980
Special Training: = Special Training
Activities & Interest: = Travel, gardening
Current positions on boards, committees, elected offices, law enforcement positions: = Board of Adjustment/Planning & Zoning
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 71
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.208.28.237

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Culpepper, Melony

From: Strahan, Chantel E.
Sent: Monday, February 3, 2025 3:26 PM
To: Culpepper, Melony
Subject: Fw: Committee Application



Chantel Strahan

Legal Assistant
Highlands County Board of County Commissioners
(863) 402-6501
cstrahan@highlandsfl.gov
www.highlandsfl.gov
600 S. Commerce Ave., Sebring, FL 33870



DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this address. (See Florida Statutes).

From: noreply@revize.com <noreply@revize.com>
Sent: Monday, February 3, 2025 10:17 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Christine Lopez
Address = 617 Cunningham Street
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-443-4957
Email = clopez@bhhsflpg.net
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Managing Broker/Market President Berkshire Hathaway HomeServices Florida Properties Group.
Previous Employment Experience: = Lake Placid Elementary IDEA Clerk.
High School = High School Diploma
College = College
Special Training: = Special Training
Activities & Interest: = Yoga, Fishing, camping, and hiking
Current positions on boards, committees, elected offices, law enforcement positions: = Realtors Association Board Director One Term left.

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 43
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 50.194.212.225

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval to reappoint H. Wayne Harris as a voting member with a four-year term to the Highlands County Health Facilities Authority.

STATEMENT OF ISSUE

The Highlands County Health Facilities Authority is requesting the re-appointment of H. Wayne Harris as a voting member for a four-year term effective July 2, 2025. Mr. Harris's application is attached.

RECOMMENDED ACTION

Move to approve the reappointment of H. Wayne Harris to the Highlands County Health Facilities Authority as a voting member with a four-year term beginning July 2, 2025.

FISCAL IMPACT

No fiscal impact.

Attachments: [H. Wayne Harris.pdf](#)

Fw: Committee Application

[CAUTION: External Message*]

Name = H. Wayne Harris
Address = 530 Taseschee Drive
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-385-7856
Email = hwayne@comcast.net
Request = Health Facilities Authority
Membership Type = Regular Member
Current Employment Experience: = Retired
Previous Employment Experience: = Highlands County Sheriff Department - Complaint Service Officer
High School = Sebring High School
College = St. Petersburg Junior College
Special Training: = Law enforcement and administration
Activities & Interest: = Gardening and fishing
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands
County Health Facilities Authority
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = Yes
Age = 85
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 65.141.159.42

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request to appoint one alternative member to the Lake Istokpoga Management Committee (LIMC)

STATEMENT OF ISSUE

The Lake Istokpoga Management Committee (LIMC) was approved in 1997 between Highlands County and Florida Fish and Wildlife Services to address comprehensive lake management issues for Lake Istokpoga. The LIMC recommends appointing Robert Galloway as Alternative Citizen, Lake Resident North.

RECOMMENDED ACTION

Move to approve Robert Galloway as the Alternative, Citizen, Lake Resident North for LIMC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [LIMC Applicant-Alternative N. Resident.pdf](#)

LIMC Applicant:

Name = Robert Galloway

Address = 225 Wild Duck

City = Lorida

State = Florida

Zip_Postal_Code = 33857

Phone = 863 655 3439

Email = bert.galloway42@gmail.com

Request = Lake Istokpoga Management Committee

Membership Type = Alternate Member

Current Employment Experience: = Retired and have lived on the lake for 25 years

Previous Employment Experience: = Dade County

High School = High School

College = College Associate

Special Training: = Special Training

Activities & Interest: = Bird Watching

Current positions on boards, committees, elected offices, law enforcement positions: = Lake Istokpoga Management Committee

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Male

Disabled = No

Age = 82

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 65.141.15.218

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Melony Culpepper, Planning and Zoning Supervisor

SUBJECT/TITLE: Public hearing to consider adoption of Resolution 24-25-062, P&Z No. 2171, changing the Official Zoning Atlas for an approximate 0.23-acre parcel from Business District (B-2) to Residential District (R-1) to be consistent with the future land use map designation of Medium Density Residential (RM).

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.23-acre parcel, from Business District (B-2) to Residential District (R-1) to be consistent with the future land use map designation of Medium Density Residential (RM). The Applicant is proposing to utilize the property for a single-family residence. The Planning and Zoning Commission unanimously recommended approval of P&Z No. 2171 as presented.

RECOMMENDED ACTION

Move to approve and adopt Resolution 24-25-062, for P&Z Case No. 2171, changing the Official Zoning Atlas for an approximate 0.23-acre parcel, from Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Staff Report P&Z 2171 for BCC Nathans Homes.pdf](#)

Attachments: [Resolution P&Z 2171 Nathan's Homes.pdf](#)

Attachments: [P&Z 2171 Application Nathans Homes.pdf](#)

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 2/18/2025
Case Number: P&Z 2171	Case Name: Nathan's Homes, Inc
Agent: Nathan Kaminsky	Property Owners: Nathan's Homes, Inc
Public Hearing: BCC	Case Staff Member: Melony Culpepper

Request: Rezone an approximate 0.23-acre parcel, from Business District (B-2) to Residential District (R-1) to be consistent with the future land use map designation of Medium Density Residential (RM).

General Location: An approximate 0.23-acre parcel, located on Lake June Boulevard, approximately 1.97 miles to the east of Henscratch Road, 1.52 miles south of Northern Boulevard, 0.48 miles north of Miller Ave, and 3.06 miles to the west of US 27 N; the address being 3220 Lake June Boulevard, Lake Placid

PARCEL ID: C-21-36-29-030-1750-0020

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution 24-25-062, P&Z 2171, changing the Official Zoning Atlas for an approximate 0.23 acres from Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2171, changing the Official Zoning Atlas for an approximate 0.23 acres from Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.
- 3. Excerpt from the January 14, 2025 DRAFT P&Z Minutes, and Recommendation to the BCC:** **“B. HEARING NUMBER 2171 – NATHANS HOMES, INC** An approximate 0.23-acre parcel located on Lake June Boulevard, approximately 1.97 miles to the east of Henscratch Road, 1.52 miles south of Northern Boulevard, 0.48 miles north of Miller Ave, and 3.06 miles to the west of US 27 N; the address being 3220 Lake June Boulevard, Lake Placid; and abbreviated legal description as follows: Lot 2, Block 175, Leisure Lakes Section

3, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 25, of the Public Records of Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) to Industrial District (I-2). Mr. Ingler read the request, and Mr. Whidden presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Reed and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2050, changing the Official Zoning Atlas for approximately 13.93 acres from Agricultural District (AU) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.23-acre parcel, from B-2 to R-1.

The parcel is vacant of structures with native vegetation inhabiting the site. The Applicant is proposing to rezone the properties for consistency with their future land use designation for a future residential development.

2. **Notices to Surrounding Property Owners.**

On December 24, 2024, notices were mailed to 60 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RM	R-1
Adjacent Property to the North	Vacant	RM	R-1
Adjacent Property to the South	Vacant	RM	R-1
Adjacent Property to the East	Vacant	RM	R-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant	RM	R-1

4. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.241: Business District (B-2) and Section 12.05.211: Residential District (R-1).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Florida Department of Health: No objection. If approved, obtain all necessary permits as required.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Engineering, Highlands County Fire Rescue, Highlands County Natural Resources, and the School Board of Highlands County.

3. The following Departments, Divisions, and Agencies did not respond: Florida Department of Transportation, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

4. Planning and Zoning Division Analysis: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

- 1. Topography:** The topographic map depicts the subject property as mostly level with an elevation between 95 and 100 feet.
- 2. Soils:** The soil underlying the site is *Satellite Sand*. The available water capacity is very low, with a very rapid permeability. Limitations on urban uses can be minimized by adding suitable topsoil or stabilizing the surface.
- 3. Surface Waters:** The subject parcel has no surface water areas.
- 4. Vegetative Cover:** The site has not yet been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** The property is located within the Leisure Lakes subdivision and has vested rights for commercial use under vesting order R-94-23-2; however, changing the zoning to R-1 will invalidate the vesting order for this property.
3. **Current Zoning Designation:** The site has a zoning designation of RM.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-1
5. **Current Population Yield:** The current zoning allows does not allow residential uses except as ancillary to a commercial use therefore, there is currently no potential population yield.
6. **Proposed Population Yield:** The proposed zoning allows a maximum of 1 dwelling unit, therefore the potential population yield would be 2 persons (1 DU x 2.25 = 2.25 persons).
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a single-family dwelling.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains less than two (2) acres of Xeric Upland habitat. Pursuant to Section 12.12.603 of the LDRs, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0358C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

2. **Central Wastewater:** The property will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available.
 3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
 4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Lake June Blvd.
 5. **Railroad Access:** The site is not located adjacent railroad tracks or a rail spur.
 6. **Recreation:** The proposed development will not require the need for recreation.
 7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.
- E. **Traffic Impacts:** Since this is a consistency rezone it is assumed that the traffic impacts were accounted for when the future land use of Medium Density Residential was established.
- F. **Schools:** Since this is a consistency rezone it is assumed that school concurrency was accounted for when the future land use of Medium Density Residential was established.
- G. **Airports:** The subject property is located approximately 18.8 miles southeast of the Avon Park Executive Airport and 9.85 miles southwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2171, changing the Official Zoning Atlas for approximately 0.23 acres, from Business District (B-2) to Residential District (R-1), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use Map
- Exhibit 4: Zoning Map
- Exhibit 5: Proposed Zoning Map

Exhibit 1:

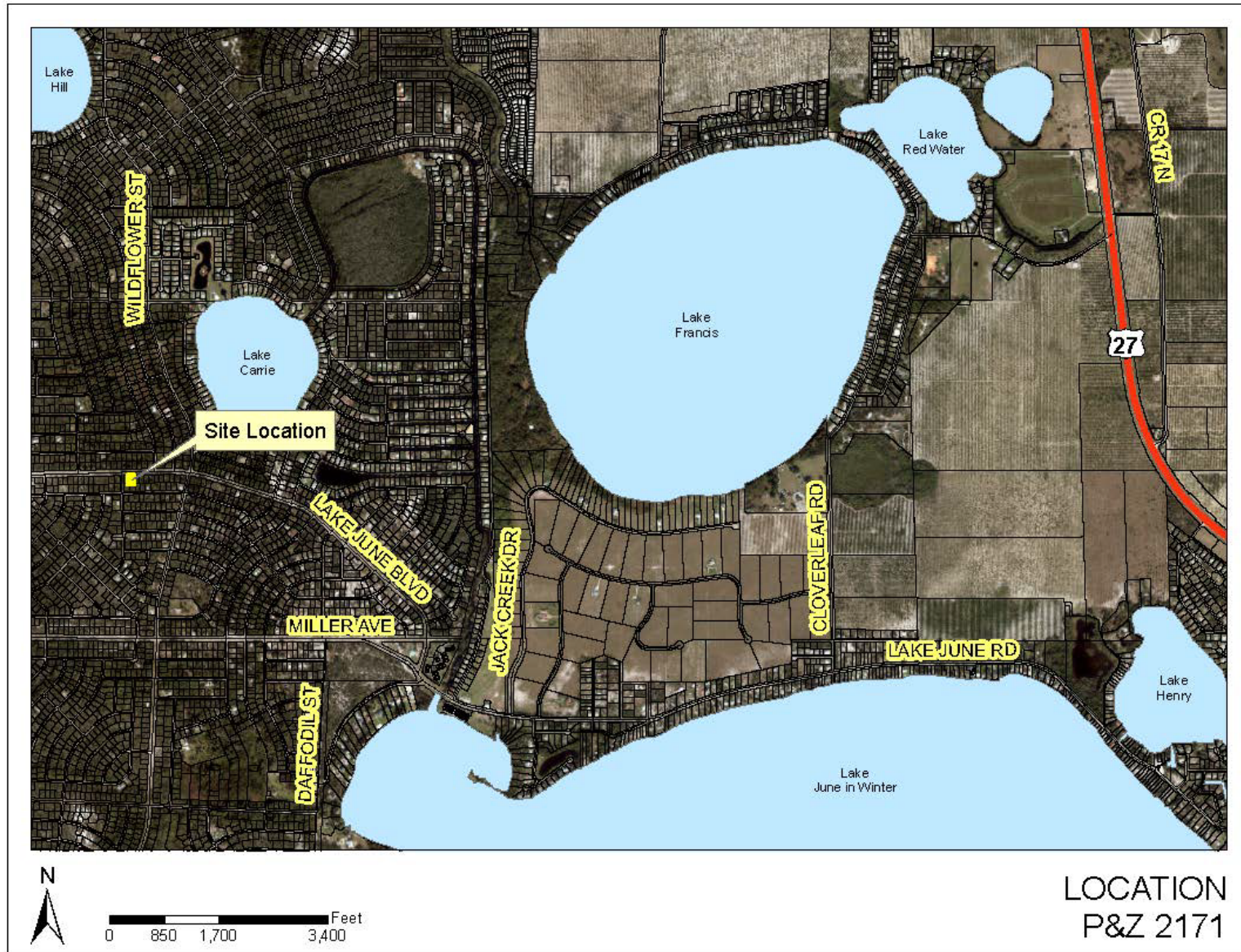


Exhibit 2:



Exhibit 3:



Exhibit 4:

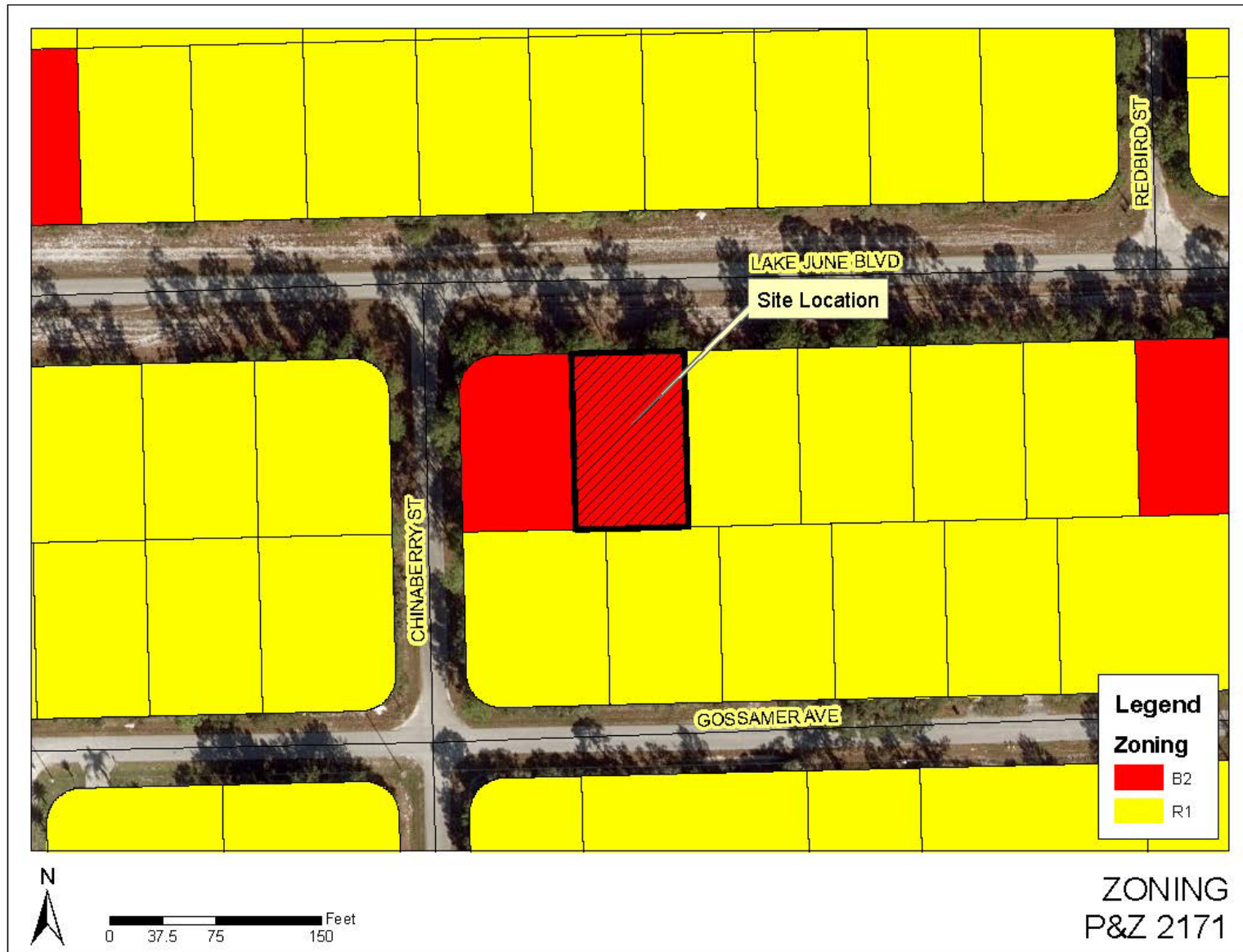


Exhibit 5



RESOLUTION NO. 24-25-062

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-21-36-29-030-1750-0020; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-21-36-29-030-1750-0020 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-21-36-29-030-1750-0020 and more particularly described as:

Lot 2, Block 175, Leisure Lakes Section 3, according to the map or plat thereof, as recorded in Plat Book 6, Page 25, of the Public Records of Highlands County, Florida.

is hereby changed from B-2 Limited Business District to R-1 Residential District.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is R-1 Residential District.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all applicable County Code requirements imposed during the development review process.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2171, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**Highlands County, Florida
Zoning Change Application**

Zoning Map Atlas amendment (Code of Ordinances Chapter 12):

Zoning change from: B -2

Zoning change to: R-1

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2171 Date of Application: _____

Amount of Fee: \$ 1500.00 Project Receipt No.: 24110022 Tax Map No.: 74D

Hearing Dates: LP / / P&Z 01/14/2025 BOCC 02/18/2025

This application has been reviewed for completeness and determined sufficient.

Nathan Kaminsky 11/27/24
Signed: Zoning Supervisor Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the **Owner's Affidavit** (attached), which must accompany the application.

Print Name: NATHAN'S HOMES INC

Mailing Address: 5451 Lee ST Unit 4 Lehigh Acres FL 33971

Daytime Telephone No. (239) 491-2619 E-Mail Address: office@best-investing.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from property owner, which must accompany the application, giving the agent authority to represent this application.

Print Name: Nathan Kaminsky

Mailing Address: 5451 lee St Unit 4 Lehigh Acres FL 33971

Daytime Telephone No. (239) 491-2619 E-Mail Address: office@best-investing.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. LEISURE LAKES SEC 3PB 6 PG 25LOT 2 BLK 175

4. Strap No.(s) of Property Covered by Application:

STRAP No. C - 21 - 36 - 29 - 030 - 1750 - 0020 ; STRAP No. C - ____ - ____ - ____ - ____ - ____ - ____ ;
 STRAP No. C - ____ - ____ - ____ - ____ - ____ - ____ ; STRAP No. C - ____ - ____ - ____ - ____ - ____ - ____ ;

5. Street Address(es) of Property Covered by the Application: 3220 LAKE JUNE BLVD LAKE PLACID, FL 33852

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Name of Project, Subdivision, or Overall Project or part of a larger project if applicable: N/A - Vacant Lot

7. Existing Zoning District: B2 Existing Land Use Designation: RM

8. Existing Property Information: Size of Property (width) 80' feet, (depth) 125' feet,
 road frontage 80' feet, water frontage N/A feet, Total acres: 0.25

If different from the total acreage, the developable portion is _____ +/- acres.

9. Current Use of the Property: Number of existing dwelling units, type of commercial or industrial, etc., N/A

10. Are there existing structures on the property? [] Yes [✓] No If yes, what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other). _____

If multiple units, the number of dwellings per building/number of buildings: _____

11. Is the property located within the Lake Placid Regional Plan (LPRP) area? [] Yes [✓] No If yes, please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

12. Vesting: Is the property vested for specific property rights? [✓] Yes [] No If yes, explain: _____

13. Has a public hearing been held on this property within the last 6 months? [] Yes [✓] No

14. Information on the Adjacent Properties:

	Current Use of Property	FLUM Designations	Zoning Districts
North	VACANT	RESIDENTIAL <u>Rm</u>	R1
South	VACANT	RESIDENTIAL <u>Rm</u>	R1
East	VACANT	RESIDENTIAL <u>Rm</u>	R1
West	VACANT	RESIDENTIAL <u>Rm</u>	R1

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

15. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): Residential New Construction

16. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space: (if applicable)
N/A

17. Proposed Development Standards (if applicable)
a. Proposed parcel size (if increasing area with this application) N/A square feet/acre
b. Proposed Floor Area Ratio (FAR): Gross floor area of building (sq.ft.) divided by parcel size (sq.ft.) = _____

SECTION V: ADDITIONAL INFORMATION REQUIRED:

18 & 19 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

18. Potable Water: The proposed development will be served by an off-site central potable water system. [] Yes [✓] No
If Yes, the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- a. The facility has the designed capacity for pumping and treating 900 gpcd.
- b. The facility has a permitted capacity for 1250 gpcd.
- c. The facility has an average demand or committed capacity for 120 gpcd .
- d. The facility has an excess capacity of 1130 gpcd.
- e. This proposed development will require approximately 900 gpcd .

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. N.K. Applicant's Initial

19. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. [] Yes [✓] No
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- a. The facility has the designed capacity for treating 900 gpcd.
- b. The facility has a permitted capacity for 1250 gpcd.
- c. The facility has an average demand or committed capacity for 120 gpcd.
- d. The facility has an excess capacity of 1130 gpcd.
- e. This proposed development will require approximately 900 gpcd.

Note: The required level of service (LOS) for wastewater treatment for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. N.K. Applicant's Initial

20. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No _____ Applicant's Initial

Note: The required level of service (LOS) for the County is premised upon the applicable water management district standards.

SFWMD: 25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD: 25-year/24-hour storm event (peak discharge, 25-year/24-hour)

* Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

21. **Solid Waste Disposal:** The proposed development will be served by the Waste Connection refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

22. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required level of service for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

23. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐ Yes ☒ No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

24. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of all applications.

25. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of all applications.

26. **Map Properties within 500 Feet:** Using a map that shall be secured from the County Property Appraiser's Office, delineate the boundary of the proposed development site and its location on the map. Include each parcel of land within 500 feet of the property being considered in the application.

27. **List of Property Owners:** List all current property owners within a 500 foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

28. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

29. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

30. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?
☒ Yes ☒ No

31. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Nathan Kaminsky, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.
Please initial the appropriate line.

No contact is required. ✓

An appointment is required before entering the property. _____

Nathan Kaminsky

Print Name of Owner

[Signature]
Signature of Owner

5451 Lee ST Unit 4

Address: Number and Street (P.O. Box)

Lehigh Acres FL 33971

City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 31st day of October, 2024
by Nathan Kaminsky who is personally known by me X or who has produced _____
_____, as identification and who did take an oath:



LOYDAALINA RIVERON FERNANDEZ

Commission # HH 484867

Expires April 21, 2028

[Signature]
Signature

Print Name

Notary Public, State of Florida

My Commission Expires: _____

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

1. **PD Development Plan Traffic Analysis:** A traffic impact analysis study prepared pursuant to Article 13 of the Highlands County Land Development Regulations. The Applicant and/or the traffic consultant is/are required to schedule a Pre-Application Conference with the County Engineer to determine the Traffic Analysis scope, methodology and submission requirements. A completed TIS is to be submitted with this application before it is determined complete for processing. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THE TRAFFIC ANALYSIS. The Applicant is to be aware of the time required to complete the Traffic Analysis and the application submission due dates for Planned Development Zoning Amendments.
2. **Traffic Levels of Service:** Roadway Level of Service Standards are established by TE Policy 8.2 which is as follows:

Functional Classification	Peak-Hour/Peak-Season Level of Service
Principal/Major Arterial (State Road/Non-SIS)	D
Principal/Minor Arterial	D*
Minor Arterial	D
Major Collector	D
Minor Collector	D

*Level of Service depends upon language as assigned by FDOT per Florida Administrative Code Rule.

Before this application is determined to be complete, the Applicant is responsible for securing from the County Engineer or designee a determination as to whether a Traffic Analysis is required for this amendment. If a Traffic Analysis is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

- (A) Small Project: No Traffic Analysis Required. **SFR \ 1 lot C-21-36-29-030-1750-0028**
- B. Minor Land Development Traffic Assessment or PD Development Plan Traffic Analysis: A development which generates 150 but less than or equal to 1,000 average daily trips.
1. Required with this application.
 2. Required at the time of development
- C. Major Land Development Traffic Assessment or a PD Development Plan Traffic Analysis: A development which generates more than 1,000 average daily trips.
1. Required with this application
 2. Required at the time of development
- D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

Kennya L. Andersen 11/8/24
Reviewer's Signature Date

JDH 11/8/24
County Engineer's Signature Date

3. **Preliminary Concurrency Evaluation:** Completion of a PD Development Plan Traffic Analysis and approval of the Zoning Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Cyndie Kramer, Planning & Zoning Manager

SUBJECT/TITLE: Public hearing to consider adoption of Resolution 24-25-063, P&Z Case No. 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), to allow for a residential development consisting of a maximum of 24 villa-style single-family dwellings. The Planning and Zoning Commission unanimously recommended approval of P&Z No. 2172 as presented.

RECOMMENDED ACTION

Move to approve and adopt Resolution 24-25-063, for P&Z Case No. 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Staff Report P&Z 2172 for BCC NSLP Golf View.pdf](#)
Attachments: [Resolution P&Z 2172 - GOLF VIEW VILLAS2.SGS.pdf](#)
Attachments: [P&Z 2172 Application Golf View Villas.pdf](#)

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezoning - PD	BCC Hearing Date: 2/18/25
Case Number: P&Z 2172	Case Name: Golf View Villas
Agent: N/A	Property Owners: New Spring Lake Partners
Public Hearing: BCC Agenda Item 10B	Case Staff Member: Cyndie Kramer

Request: The Applicant is requesting a zoning change from Agricultural District (AU) to Multiple-Family Dwelling District with a Planned Development (R-3 PD).

General Location: An approximate 4.2-acre parcel located on Duane Palmer Boulevard, approximately 3.24 miles to the east of Haywood Taylor Boulevard, 3.20 miles to the south of Arbuckle Creek Road, 0.65 miles to the west of Arbuckle Creek, and 0.59 miles from US 98.; identified by Parcel ID# C-15-35-30-071-A0A3-0000; and abbreviated legal description as follows: An approximate 4.2 acre parcel, located in Section 10, Township 35 South, Range 30 East, Highlands County, Florida.

Parcel ID: C-15-35-30-071-A0A3-0000

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt Resolution 24-25-063, for P&Z Case No. 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

3. **Excerpt from the January 14, 2025 DRAFT P&Z Minutes and Recommendation to the BCC: “7C. HEARING NUMBER P&Z 2172 – NEW SPRING LAKE PARTNERS, LLC** An approximate 4.2-acre parcel located on Duane Palmer Boulevard, approximately 3.24 miles to the east of Haywood Taylor Boulevard, 3.20 miles to the south of Arbuckle Creek Road, 0.65 miles to the west of Arbuckle Creek, and 0.59 miles from US 98.; identified by Parcel ID # C-15-35-30-071-A0A3-0000; and abbreviated legal description as follows: An approximate 4.2 acre parcel, located in Section 10, Township 35 South, Range 30 East, Highlands County, Florida.

The Applicant is requesting a change to the official Zoning Atlas to change the zoning designation from Agricultural District (AU) to Multiple-Family Dwelling District with Planned Development (R-3 PD). Mrs. Hunnicutt read the request into the record. Mrs. Kramer confirmed proof of advertising requirements, and noted there were 2 letters received in objection to the request and none in favor of the request. The agent provided a brief description of the proposed project. Mr. Boring asked whether the project would be serviced by central water and sewer, to which the applicant confirmed. Two audience members expressed concerns regarding the infrastructure and the appropriateness of the proposal. The agent rebutted that Spring Lake Improvement District received and spent funds to expand the central water and sewer systems to allow for more growth within the community.

Motion made by Mr. Boring and seconded by Mr. Brown to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2172, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple-Family Dwelling District with Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the Conditions of Approval included in the adopting resolution.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. Request:

The matter for consideration is a change to the Official Zoning Atlas for an approximate 4.2-acre parcel, from AU to R-3 PD.

The parcel is part of the existing golf course property. The Applicant is proposing to utilize the property for a residential development, consisting of a maximum of 24 villa-style single-family dwellings.

The application as originally submitted requested to allow a maximum of 30 dwelling units. Upon application of a density provision of 5 dwelling units per acre, which is commensurate with Medium Density land use, staff recommended a maximum of 24 dwelling units, to which the applicant agreed.

2. Notices to Surrounding Property Owners.

On December 30, 2024, notices were mailed to 8 surrounding property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

Table 1: Existing Zoning, Uses and Future Land Use

Northwest R-3 PD Vacant MU Land Use	North R-3 PD Vacant MU Land Use	Northeast EU Vacant MU Land Use
West R-3 PD Vacant MU Land Use	SUBJECT PROPERTY AU Vacant MU Land Use	East EU Municipal – Dog Park MU Land Use
Southwest AU Golf Course MU Land Use	South AU Golf Course MU Land Use	Southeast EU Municipal – Dog Park MU Land Use

The proposed use, density and intensity of the Planned Development are consistent and compatible with the surrounding uses and zoning.

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan (“Comp Plan”):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.12, Mixed Use (MU);
 - Policy 1.2.D.3, Medium Density Residential (RM);

Zoning:

- Highlands County Land Development Regulations (“LDRs”):
 - Section 12.05.213: Multiple-Family Dwelling including Hotel & Motel District (R-3)
 - Section 12.05.290: Planned Development District (PD).

5. Staff Analysis:

Vesting Status:

The subject property is located within Village VII, Fairway Lakes of the Spring Lake Improvement District. The plat for Spring Lake Village VII was accepted and recorded by the County in October 1972. In October 1977, Village VII was replatted and the residential

lots were zoned to either EU, R-2 and R-3 to conform with the platted lots. The AU zoning was applied to this parcel to conform with the platted golf course use.

In March 1978, BLIVR 778-015 was approved by the former Florida Division of State Planning for the Spring Lake Improvement District, which permitted 2,098 residential lots for Village VII. Under the most recent Binding Letter of Modified Vesting Rights (BLIM 07-2008-001) approved by the former Florida Department of Community Affairs in September 2008, Village VII is approved for 1,373 residential units. There are currently 1,325 residential lots or units platted or approved in Village VII, therefore the 24 units proposed under the PD zoning change would be consistent with the density provisions of the BLIVR/BLIM.

Comprehensive Plan:

The subject parcel has a Future Land Use designation of Mixed Use (MU). Per Policy 1.2.D.12, of the Comp Plan, the MU category applies to developments that are comprised of multiple or mixed uses, which require specific or selected land use districts, such as Planned Developments, to implement them. The Mixed Use land use designation has commonly been applied within developments with binding letters of approval. The proposed Planned Development is consistent with the MU Future Land Use designation.

The proposed pattern of development is most characteristic of the Medium Density Residential (RM) future land use. Per Policy 1.2.D.3 of the Comp Plan, the RM category favors housing types ranging from single-family detached neighborhoods to attached housing complexes, which offer both ownership and rental opportunities. Future projects should emphasize a traditional preference for privacy, visual amenity, and low-profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. With a starting density of 4 units per acre per single family dwellings and a maximum of density of 8 units per acre (typical of mobile home parks), the housing type proposed would favor a recommended density of 6 units per acre.

Land Development Regulations:

As referenced in Section 12.05.290.A of the LDRs, the PD district is designed to promote efficient land use, foster innovative design, enhance home ownership opportunities, allow flexible design and mixed uses, reduce transportation impacts, increase recreational spaces, lower development costs, and create more desirable living and working environments. The R-3 District, as referenced in Section 12.05.213, is intended to apply to a variety of residential and compatible uses. The proposed Planned Development is consistent with the intent of both the R-3 and PD districts.

Department Comments and Analysis of Petitioner's Proposal:

- 1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

Engineering Department: Approved with conditions. A plat will be required, the applicant shall undergo the platting development review and concurrency process, and additional requirements may be identified at that time.

Natural Resources Division: This parcel contains numerous wetlands, therefore, all statutes regarding wetlands need to be followed, including requiring hook up for sewer if possible. These waterways are all connected and eventually lead to Arbuckle Creek and Lake Istokpoga.

Highlands County Fire Rescue: Need to consider the impact on Fire/EMS/Sheriff Office increased emergency response call volume. The closest station is Lorida Station 24 on US 98, about 5 minutes away. Station 24 is a volunteer station. Station 19 on W. George Blvd would most likely be first unit if volunteers are not available to respond.

Avon Park Air Force Range: The project is in very close proximity to Sebring Airport, within 5 miles of portions of Restricted Airspace R-2901, and approximately 6 miles from the southern boundary of Avon Park Air Force Range. Should the zoning change be approved and developed as described, wording should be included noting the proximity of the developments to Sebring Airport and Avon Park Air Force Range and the likelihood of experiencing noise and possibly vibrations associated with operations at both locations.

- 2. The following Departments, Divisions, and Agencies offered no comment:** Spring Lake Improvement District, South Florida Water Management District, Florida Department of Health, Florida Department of Environmental Protection, Highlands County School Board
- 3. The following Departments, Divisions, and Agencies did not respond:** Florida Department of Transportation, Highlands County Emergency Management, Highlands County Economic Development, Road & Bridge Department, Sebring Airport Authority
- 4. Planning Analysis:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

- 1. Topography:** The topographic map depicts the subject property as having a fairly level topography, with an elevation of 40 feet.
- 2. Soils:** The soil underlying the site is *Arents, organic substratum* (100.0%). The available water supply is moderate, with low runoff and high to very high permeability. Depth to the water table ranges from 24 to 36 inches. This soil is nearly level, and somewhat poorly drained.
- 3. Surface Waters:** None.

4. **Vegetative Cover:** The site has vegetative cover.

B. Zoning Analysis:

1. **Current Use of Land:** The site is part of the existing golf course, but this area is currently vacant.
2. **Vesting Rights:** This property is vested under BLIVR 778-015, which covers all of Spring Lake. Under BLIM 07-2008-001, Village VII is vested for 1,373 residential units.
3. **Current Zoning Designation:** The site currently has a zoning designation of AU.
4. **Current Population Yield:** The current AU zoning designation permits a density of 1 dwelling unit per 5 acres. However, the proposed site is less than 5 acres, therefore, there is currently no potential population yield.
5. **Proposed Zoning Designation:** The proposed zoning designation is R-3 PD.
6. **The Applicant's proposed development program:** The Applicant is proposing to utilize the property for residential development, consisting of up to 24 [30] villa-style single-family dwellings, clustered around common parking areas.
7. **Proposed Population Yield:** The parcel proposes a potential population yield of 54 persons (24 DU x 2.25 persons = 54).
8. **Proposed Building Intensity:** The standards of the proposed Planned Development zoning allow a maximum building lot coverage of 50% and a maximum FAR of 0.33.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comp Plan indicates that the site contains wetlands habitat, which is classified by the National Wetlands Inventory as Freshwater Emergent Wetland. Pursuant to Section 12.12.603 of the LDRs, the Applicant **is required to obtain Environmental Clearance** prior to development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comp Plan and the FMSF indicate no known archaeological resource in the vicinity of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas with reduced flood risk due to levee, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0258C, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property **is located within Military Airport Zone III (MAZ III)**, as designated by Section 12.12.800 of the LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11

of the Land Use Element of the Comp Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Section 12.12.301 of the LDRs.
7. **Airport Surface Areas:** The property **is located within the defined Conical Surface area of the Sebring Regional Airport**, as designated by Section 2.1-3 of the Highlands Code of Ordinances and must conform with the requirements of Section 2.1-5 and 2.1-6.

D. Public Facilities and Services:

1. **Potable Water:** The property is proposed to be served by the Spring Lake Improvement District water system. Spring Lake has confirmed the capacity to serve the development. A 10-inch water main is shown to exist within Duane Palmer Boulevard.
2. **Central Wastewater:** The property is proposed to be served by the Spring Lake Improvement District wastewater system. Spring Lake has confirmed the capacity to serve the development. A 4-inch gravity main is shown to exist along Duane Palmer Boulevard and along the northern boundary of the site.
3. **Solid Waste:** The property will need to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site currently has access to Duane Palmer Boulevard, a two-lane County-maintained paved road, classified as a rural minor collector street. The site plan proposes one driveway connection to Duane Palmer Boulevard. Internally, the site plan proposes a private driveway looping around three islands of parking spaces.
5. **Railroad Access:** The site does not have railroad access.
6. **Recreation:** The Planned Development site plan proposes small pockets of green space and internal sidewalks within the site. The Spring Lake community as a whole appears to have sufficient parks and recreation space to internally fulfill Recreation LOS requirements for their residents.

There is a community dog park located directly across Duane Palmer Boulevard from the site. The Parks Master Plan for Spring Lake proposes improvements to the dog park, to include a playground, picnic shade structure, and connections to the Spring Lake trail system. The Applicant should coordinate with Spring Lake to provide pedestrian access from this development to the park area.

7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the LDRs and the applicable water management district regulations.
8. **Emergency Services:** Station 24 (volunteer) on US 98 in Lorida is assigned to this location as first response zone. It is a 4.4-mile drive away, with about a 6-minute response time. The closest manned station,

Station 19 on W. George Blvd, is about 8.5 miles or 13 minutes away. The proposed Spring Lake station on Haywood Taylor Blvd. would be about 5.6 miles or 9 minutes away.

- E. Traffic Impacts:** Pursuant to the Comp Plan Technical Support Section, a **traffic analysis may be required** prior to development. Below is a table showing existing and adopted traffic level of service (LOS) standards for impacted roadways.

Table 2: Level of Service Standards

Road Name	From	To	Adopted LOS Standard	Current LOS	Available Capacity
US 98 / CR 700¹	Haywood Taylor Blvd	East of Thunder Road	D	D	0.31
Haywood Taylor Blvd²	US 98 / CR 700	CR 623/Kenilworth Blvd	D	B	0.92

Source: 1. 2023 FDOT District 1 LOS; 2. 2020 Highlands County Concurrency Management System

- F. Schools:** Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, school concurrency requirements will be established at time of development. **A School Concurrency Determination Letter from the School Board of Highlands County is required** for residential development, pursuant to Sections 12.13.150 and 12.13.151 of the LDRs.
- G. Airports:** The subject property is located approximately 2.15 miles southeast of the Sebring Regional Airport and 16.5 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change is consistent with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is required** for the proposed Planned Development.

Historical and Archaeological Clearance: The proposed Planned Development is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs

in effect at the time the applicable development order becomes effective as provided by law.

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt Resolution 24-25-063, for P&Z Case No. 2172, changing the Official Zoning Atlas for an approximate 4.2 acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Attachments:

- Exhibit 1: Draft Conditions of Approval from Proposed Resolution
- Exhibit 2: Location Map
- Exhibit 3: Aerial Map
- Exhibit 4: Zoning Map
- Exhibit 5: Proposed Zoning Map
- Exhibit 6: Site Plan

Exhibit 1: Draft Conditions

The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as set forth in Section 12.05.213 of the Code.

1. Permitted uses shall be:
 - a. Single-family dwelling, not including a mobile/manufactured home.
2. There shall be a maximum of 24 dwelling units, with a minimum floor area of 800 square feet and a maximum floor area of 2,000 square feet.
3. The minimum lot area shall be 3,500 square feet.
4. The residential units shall be constructed as 1-story villas, with each unit having a carport and patio. A pool will be optional for each unit.
5. The maximum lot coverage by all buildings shall be 50 percent.
6. The minimum depth of front and rear yards, and width of side yards, for a residence in this district shall be:
 - a. Front: 15 (fifteen) feet.
 - b. Side: 7.5 (seven and one-half) feet.
 - c. Rear: 15 (fifteen) feet.
 - d. Corner: 15 (fifteen) feet from the side street or edge of pavement.
 - e. There shall be a minimum of 15 feet between buildings.
7. Internal roadways shall be privately maintained and shall not be dedicated to Highlands County for maintenance.
8. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.
9. All utilities, including, but not limited to, electric distribution lines, shall be installed and maintained underground.
10. A Homeowners'/Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel to a new property owner. The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, at a minimum, the following provisions: common area maintenance including any improvements therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas.
11. The Property and this PD shall be subject to all Code requirements for final site plan approval.

Exhibit 2:

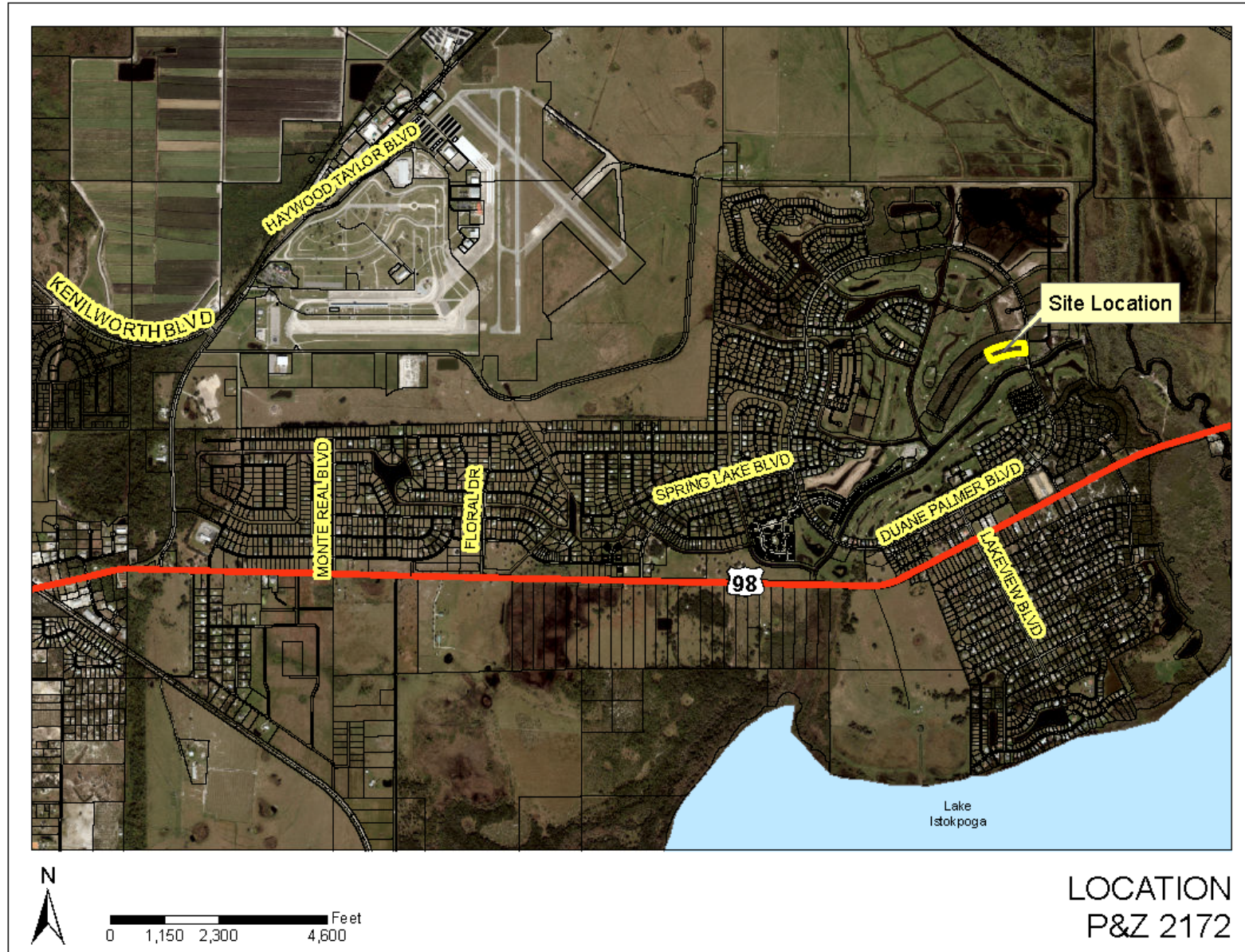


Exhibit 3:

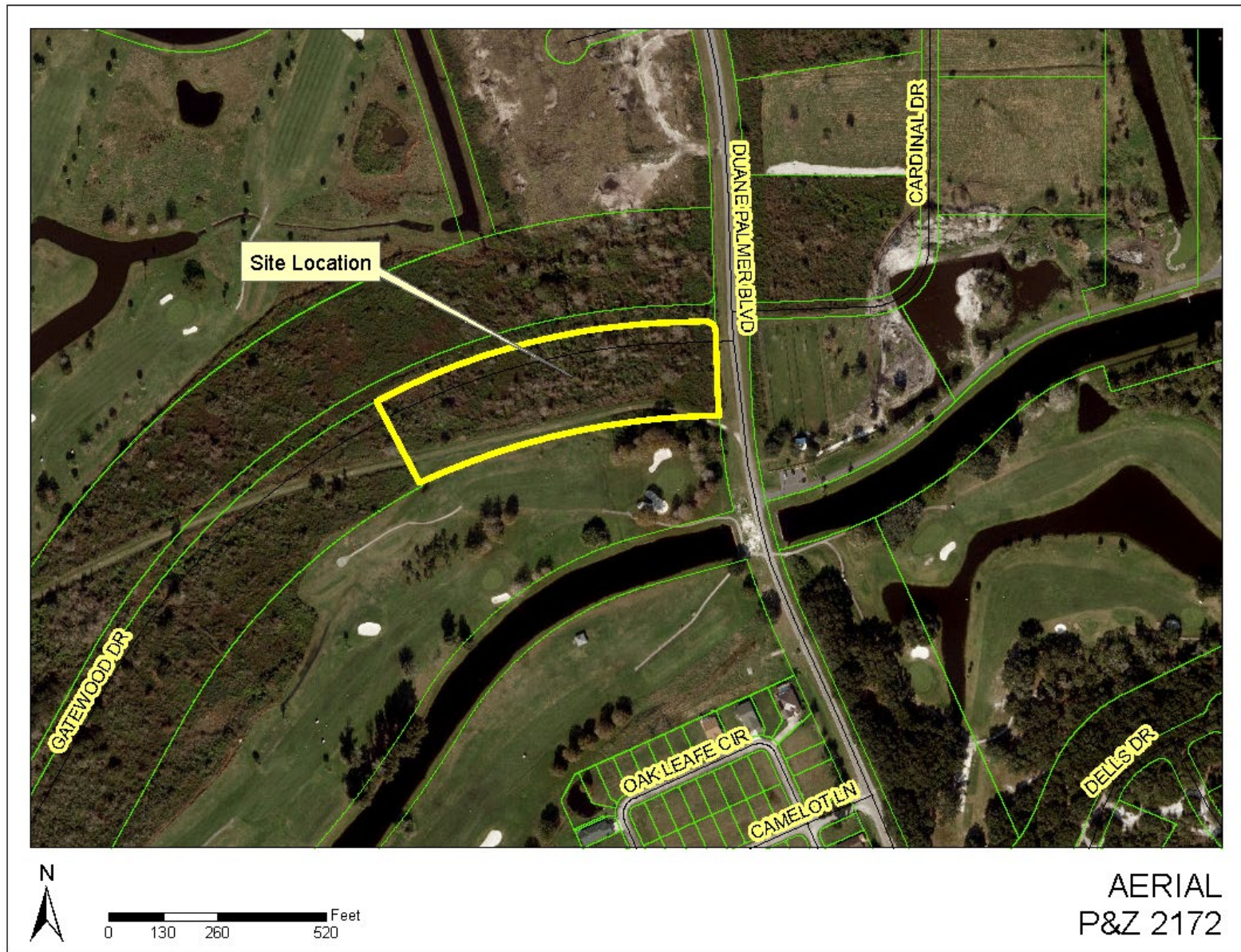


Exhibit 4:

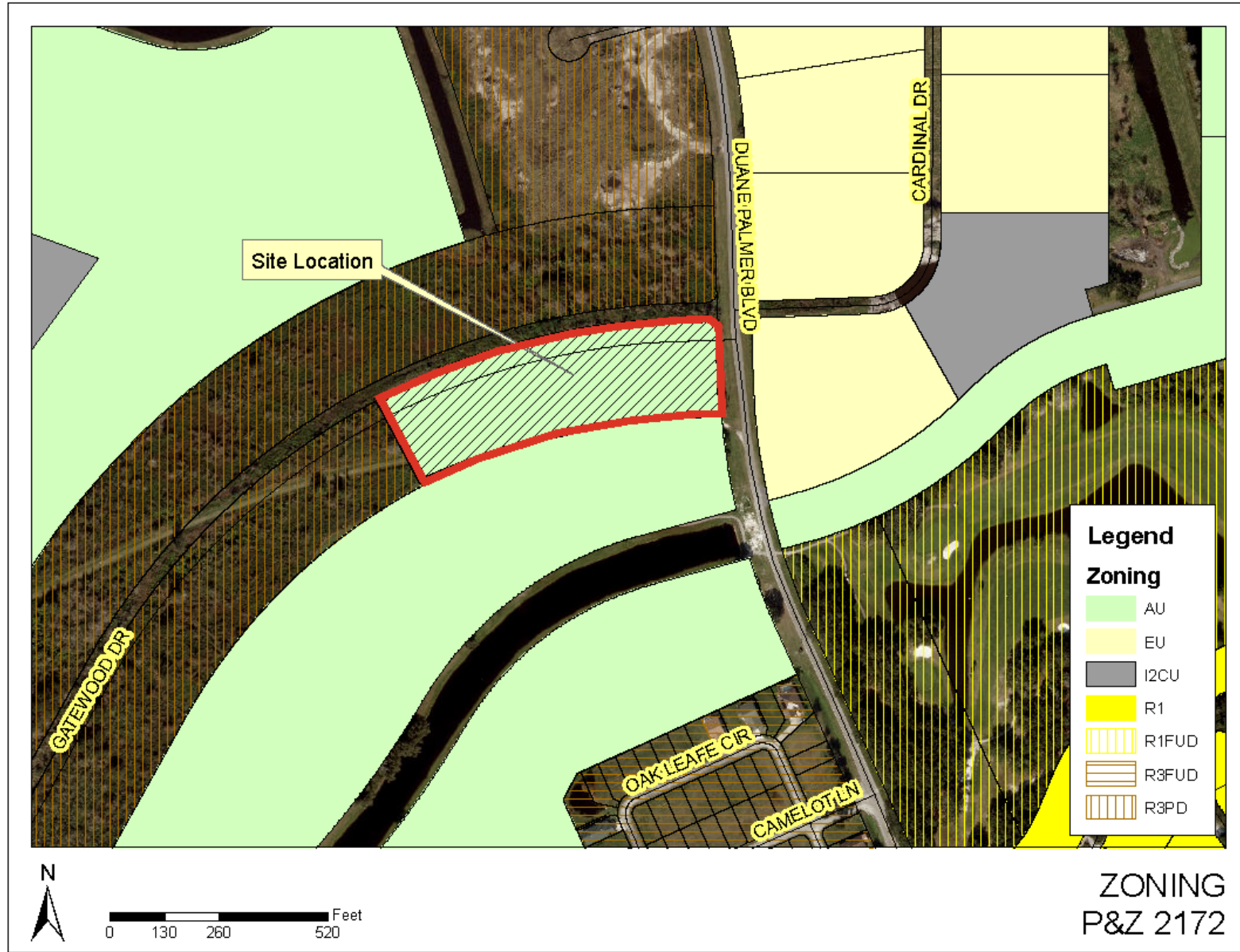


Exhibit 5:

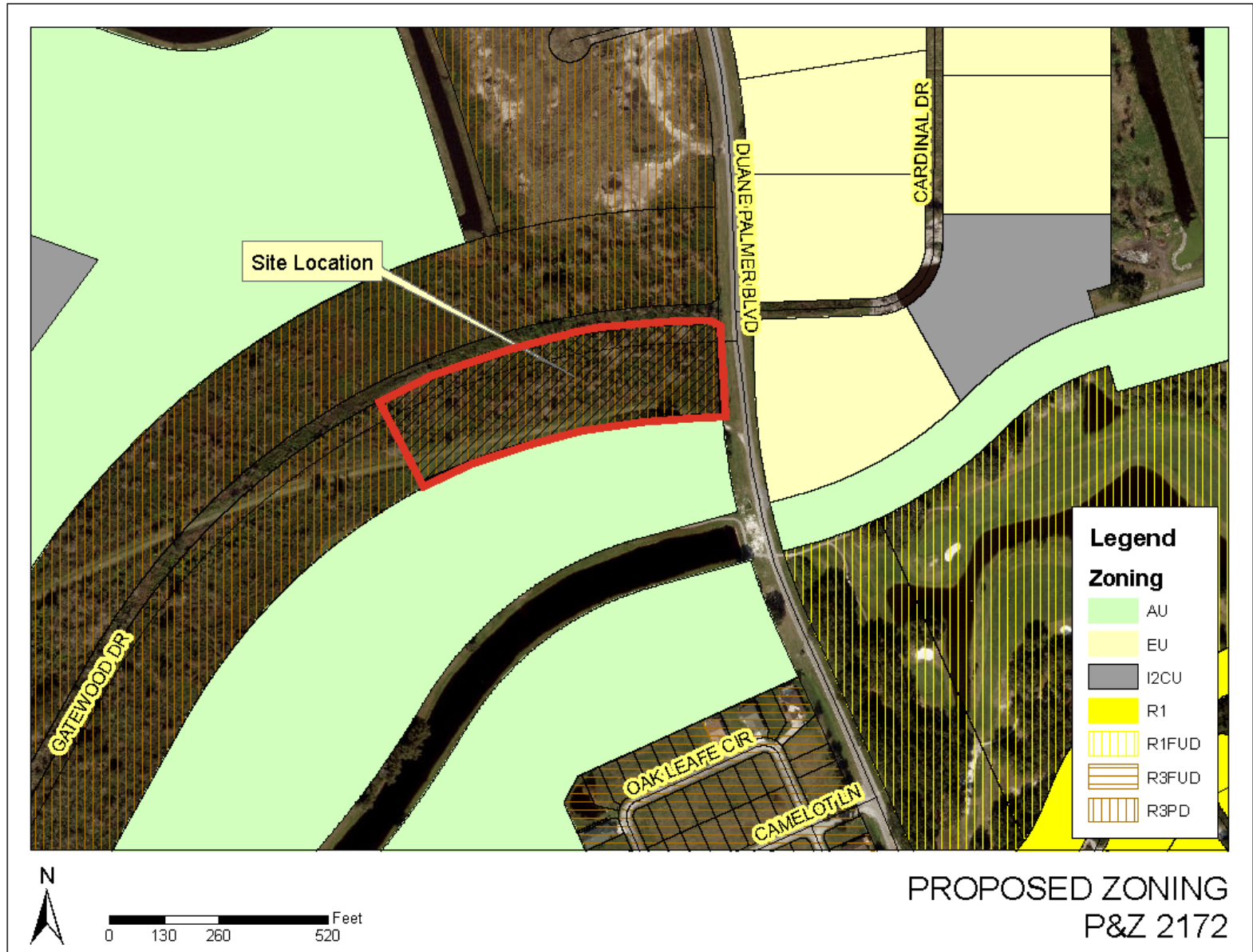


Exhibit 6:

DESCRIPTION:

ZONING - R3 PD

TOTAL AREA - 4 ACRES (180,975 SF)
TOTAL LOTS AREA - 91,865 SF
GREEN AREA - 62,310 SF
ROAD AREA - 20,000 SF
TOTAL PATH AREA - 6,800 SF

TOTAL LOTS - 24
TYPICAL LOTS SIZE - 3,700 SF
MINIMUM LOTS SIZE - 3,500 SF
PARKING (CARPORT) - 30
PARKING - 30 (ADDITIONAL)

TYPICAL UNIT

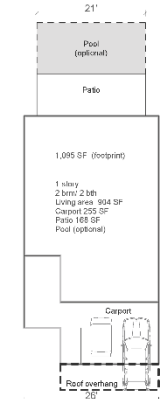
1 STORY
2 BRM/2 BTH
LIVING AREA - 904 SF
CARPORT - 255 SF
PATIO - 168 SF
POOL (OPTIONAL)

MINIMUM SETBACKS:

FRONT - 15'
SIDE - 7.5'
REAR - 15'
CORNER - 15' SIDE STREET SETBACK/
EDGE OF PAVEMENT



Typical Footprint
Scale: 1" = 10'



DESCRIPTION	OWNERSHIP / MAINTAINED
OUTER ROADWAYS	HIGHLANDS COUNTY
INTERIOR ROAD	HOA
CANAL / CANAL BANKS	IMPROVEMENT DISTRICT
NEIGHBORHOOD PARK / DOG PARK	IMPROVEMENT DISTRICT
NEIGHBORHOOD PARK / TRAIL HEAD	IMPROVEMENT DISTRICT
TRAIL SYSTEM	IMPROVEMENT DISTRICT
GOLF COURSE	NEW SPRING LAKE PARTNERS

LOT	Area sq ft Typical	Area sq ft Minimum
1	3,980	3,500
2	3,784	3,500
3	3,920	3,500
4	3,980	3,500
5	3,784	3,500
6	3,920	3,500
7	3,756	3,500
8	3,756	3,500
9	3,962	3,500
10	5,083	3,500
11	3,596	3,500
12	3,590	3,500
13	3,592	3,500
14	4,077	3,500
15	3,937	3,500
16	3,596	3,500
17	3,592	3,500
18	3,593	3,500
19	3,964	3,500
20	3,937	3,500
21	3,596	3,500
22	3,592	3,500
23	3,593	3,500
24	3,964	3,500

Signature
PROPERTY GROUP

100 Clubhouse Lane
Sebring, FL 33876

Job Title

Golf Villas
PRELIMINARY SITE PLAN
Version 5.3.1

Location

Sebring, Florida

Client:

Designed by:
Architect V. Kormilets

Issue date:
January 2025

Scale:
1" = 50'

Project No. Drawing No. Revision

RESOLUTION NO. 24-25-_____

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-15-35-30-071-A0A3-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-A0A3-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purpose of providing design flexibility in order to further residential objectives; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is required for the proposed development; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this

Resolution. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-A0A3-0000 ("Property") and more particularly described as:

A PARCEL OF LAND BEING A PORTION OF PARCEL "B" OF THE PLAT OF FAIRWAY LAKES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12 AT PAGE 43 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, LOCATED IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF SAID PLAT, THENCE NORTH 27°55'38" WEST ALONG THE EAST LINE OF LOT 24, A DISTANCE OF 230.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 AND TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1630.00 FEET, A CHORD BEARING OF NORTH 75°04'22" EAST, A CHORD DISTANCE OF 733.34 FEET AND A DEGREE OF CURVATURE OF 26°00'00"; THENCE EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 739.67 FEET; THENCE NORTH 88°04'22" EAST, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A DEGREE OF CURVATURE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 39.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF DUANE PALMER BOULEVARD; THENCE SOUTH 01°55'38" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 1559.58 FEET, AND A DEGREE OF CURVATURE OF 2°53'36"; THENCE SOUTH ALONG SAID CURVE, AN ARC DISTANCE OF 78.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE TO SOUTH AND HAVING A RADIUS OF 1400.00 FEET, A CHORD BEARING OF SOUTH 77°09'41" WEST, A CHORD DISTANCE OF 728.89 FEET, AND A DEGREE OF CURVATURE OF 30°10'40"; THENCE WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 737.38 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN HIGHLANDS COUNTY, FLORIDA AND CONTAINING 4.159 ACRES MORE OF LESS.

is hereby changed from AU Agricultural District to R-3 PD Multiple Family Dwelling District with a Planned Development.

B. The official zoning atlas of the County is hereby amended to reflect the zoning for the Property is Multiple Family Dwelling District with a Planned Development, R-3 PD.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all applicable County Code requirements imposed during the development review process.

SECTION 3. GENERAL CONDITION, RESTRICTIONS AND LIMITATIONS. This R-3 PD shall conform materially to the conceptual site development plan attached hereto as **Exhibit "A"** ("Conceptual Site Development Plan"), subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.290 of the Highlands County Code of Ordinances ("Code") except as expressly modified hereafter:

1. The underlying or base zoning regulations for this PD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as set forth in Section 12.05.213 of the Code.
2. Permitted use of the Property shall be for single-family dwellings, not including mobile homes/manufactured homes.
3. There shall be a maximum of 24 single-family dwelling units, with a minimum floor area of 800 square feet and a maximum floor area of 2,000 square feet.
4. The minimum lot area for each single-family dwelling unit shall be 3,500 square feet.
5. Each single-family dwelling unit shall be constructed as a 1-story villa, with each unit having a carport and patio. A pool will be optional for each unit.
6. The maximum lot coverage by all buildings shall be 50 percent.
7. The minimum depth of front and rear yards, and width of side yards, for each single-family dwelling unit in this district shall be:
 - a. Front: fifteen (15) feet.
 - b. Side: seven and one-half (7.5) feet.
 - c. Rear: fifteen (15) feet.
 - d. Corner: fifteen (15) feet from the side street or edge of pavement.
 - e. There shall be a minimum of fifteen (15) feet between buildings.
8. Internal roadways shall be privately owned and maintained and shall not be dedicated to Highlands County for maintenance.
9. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.
10. All utilities, including, but not limited to, electric distribution lines, shall be installed and maintained underground.
11. A Homeowners'/Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel to a new property owner. The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, at a minimum, the following provisions: common area maintenance including any improvements therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas.
12. The Property and this PD shall be subject to all Code requirements for final

site plan approval.

SECTION 4. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2172, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

“Exhibit A”: Conceptual PD Site Development Plan

DESCRIPTION:

ZONING - R3 PD

TOTAL AREA - 4 ACRES (180,975 SF)
TOTAL LOTS AREA - 91,865 SF
GREEN AREA - 62,310 SF
ROAD AREA - 20,000 SF
TOTAL PATH AREA - 6,800 SF

TOTAL LOTS - 24
TYPICAL LOTS SIZE - 3,700 SF
MINIMUM LOTS SIZE - 3,500 SF
PARKING (CARPORT) - 30
PARKING - 30 (ADDITIONAL)

TYPICAL UNIT

1 STORY
2 BRM/2 BTH
LIVING AREA - 904 SF
CARPORT - 255 SF
PATIO - 168 SF
POOL (OPTIONAL)

MINIMUM SETBACKS:

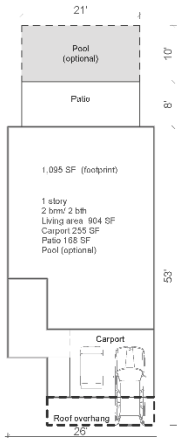
FRONT - 15'
SIDE - 7.5'
REAR - 15'
CORNER - 15' SIDE STREET SETBACK/
EDGE OF PAVEMENT



LOT	Area sq ft Typical	Area sq ft Minimum
1	3,980	3,500
2	3,784	3,500
3	3,920	3,500
4	3,980	3,500
5	3,784	3,500
6	3,920	3,500
7	3,756	3,500
8	3,756	3,500
9	3,962	3,500
10	5,063	3,500
11	3,596	3,500
12	3,590	3,500
13	3,592	3,500
14	4,077	3,500
15	3,937	3,500
16	3,596	3,500
17	3,592	3,500
18	3,593	3,500
19	3,964	3,500
20	3,937	3,500
21	3,596	3,500
22	3,592	3,500
23	3,593	3,500
24	3,964	3,500

DESCRIPTION	OWNERSHIP / MAINTAINED
OUTER ROADWAYS	HIGHLANDS COUNTY
INTERIOR ROAD	HOA
CANAL / CANAL BANKS	IMPROVEMENT DISTRICT
NEIGHBORHOOD PARK / DOG PARK	IMPROVEMENT DISTRICT
NEIGHBORHOOD PARK / TRAIL HEAD	IMPROVEMENT DISTRICT
TRAIL SYSTEM	IMPROVEMENT DISTRICT
GOLF COURSE	NEW SPRING LAKE PARTNERS

Typical Footprint
Scale: 1" = 10'



Signature
PROPERTY GROUP

100 Clubhouse Lane
Sebring, FL 33876

Job Title

Golf Villas
PRELIMINARY SITE PLAN
Version 5.3.1

Location
Sebring, Florida

Client:

Designed by:
Architect V Kormilets

Issue date:
January 2025

Scale:
1" = 50'

Projekt No. Drawing No. Reviso **353**

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: R3-PUD

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2172 Date of Application: 11/20/24
Amount of Fee: \$ 1,500.00 Receipt No.: 2411023 Tax Map No.: 155A
Hearing Dates: LP: _____ P&Z: 1/14/2025 BCC: 2/18/2025

This application has been reviewed for completeness and determined sufficient:

Melany Elpper
Zoning Supervisor

11/21/24
Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. Name of Property Owner(s): If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: New Spring Lake Partners

Mailing Address: 100 Clubhouse Lane Sebring, FL 33876

Telephone No.: 863-655-5555

E-Mail Address: info@siresort.com

2. Name of Agent: Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: _____

Mailing Address: _____

Telephone No.: _____

E-Mail Address: _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. Legal Description Covered by Application: If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. SEE ATTACHED LEGAL DESCRIPTION WORD DOC FOR FULL DESCRIPTION

4. Strap No.(s) of Property Covered by Application:

STRAP #:C- 15 - 35 - 30 - 071 - A0A0 - 0000 STRAP #:C- 15 - 35 - 30 - 071 - A0A3 - 0000

STRAP #:C- _____ STRAP #:C- _____

5. Street Address(es) of Property Covered by the Application: A 4.2 acre portion of the parcel addressed at 100 Clubhouse Lane, Sebring, FL

6. Existing Zoning District: AU Existing Land Use Classification: MU
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent

7. Existing Property Information: Size of Property (width) Varies feet, (depth) Varies feet, street frontage Varies feet, water frontage 0 feet, Total acres 4.159
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. Are there existing structures on the property? ☐ Yes ☒ No If Yes, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____

9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. Vesting: Is the property vested for specific property rights? ☒ Yes ☐ No If Yes, list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): 778-015

11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose name and when? _____

12. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	SF/Vacant	MU	R3-PD
South	Golf Course/Vacant	MU	AU
East	Golf Course/Vacant	MU	AU
West	Golf Course/Vacant	MU	AU

13. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): Development of Single Family Homes

14. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
Maximum of 30 Dwelling Units

15. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
 B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building TBD divided by Parcel size
181,127 = FAR TBD %

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the Spring Lake Imp District water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- The facility has the designed capacity for pumping and treating 999,999 gpcd.
- The facility has a permitted capacity for 999,999 gpcd.
- The facility has an average demand or committed capacity for 389,000 gpcd.
- The facility has an excess capacity of 610,999 gpcd.
- This proposed development will require approximately 3,600 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If **No**, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. Applicant's Initial

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☒ Yes ☐ No

If **Yes**, the wastewater treatment system requirements will be accommodated by the Spring Lake Imp District system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating 80,000 gpcd.
- The facility has a permitted capacity for 80,000 gpcd.
- The facility has an average demand or committed capacity for 30,000 gpcd.
- The facility has an excess capacity of 50,000 gpcd.
- This proposed development will require approximately 3,600 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If **No**, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. Applicant's Initial

18. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No Applicant's Initial

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. **Solid Waste Disposal:** The proposed development will be served by the Highlands County refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: The development includes green space, as well as frontage to the golf course.

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☒ Yes ☐ No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of all applications.
23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of all applications.
24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.
25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).
26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.
27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)
28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?
☐ Yes ☒ No
29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No
30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Helmut Wyzisk, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. X

An appointment is required before entering the property. _____

Helmut Wyzisk III
Print Name of Owner

[Signature]
Signature of Owner

14963 Twinberry Dr
Address: Number and Street (P.O. Box)

Orlando, FL 32828
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

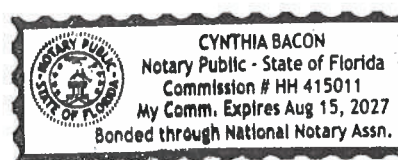
The Foregoing instrument was acknowledged before me this 19th day of November, 2024 by Helmut Wyzisk who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Cynthia Bacon
Signature

CYNTHIA BACON
Print Name

Notary Public, State of Florida

My Commission Expires: Aug 15 2027



Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Helmut Wyzisk / New Spring Lake Patros LLC being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. ke

An appointment is required before entering the property. _____

Signed, Sealed and Delivered in our presence:

New Spring Lake Patros LLC
a 1 corporation.

By: [Signature]
Print Name: Helmut Wyzisk
Title: Manager

Print Name: _____

Print Name: _____

STATE OF FLORIDA
HIGHLANDS COUNTY

Orange

The Foregoing instrument was acknowledged before me this 19 day of November, 2024 by Helmut Wyzisk who is personally known by me ☐ or who has produced Driver License as identification and who did take an oath:



[Signature]

Signature

Erin Silveira

Print Name

Notary Public, State of Florida
My Commission Expires: 12/08/2025

November 19, 2024

New Spring Lake Partners, LLC

Helmut Wyzisk

100 Clubhouse Lane

Sebring, FL 33876

(863) 655 5555

Highlands County

Planning Department

501 S. Commerce Ave.

Sebring, FL 33870

Letter of Intent: The Golf View Villas (Spring Lake)

To Whom It May Concern:

The proposed development is located within the current golf course parcel in the Spring Lake community. This property is currently vacant and unused, providing an excellent opportunity to develop high-quality housing with exceptional golf frontage views.

The development plan includes 30 single-family villas, each designed with 2 bedrooms and 2 bathrooms. Half of these villas will feature golf frontage views, enhancing their desirability. These homes are tailored to meet the increasing demand for smaller, maintenance-free properties in the Spring Lake community.

The addition of these homes will not impact the routing, operation, or functionality of the golf course in any way. The development is planned for an area that is completely unused, ensuring seamless integration with the existing golf course layout and operations.

The proposed Golf View Villas will serve as an elevated and larger extension of our successful Resort Club Cabins, currently under construction. This new development offers an appealing housing option for both permanent and seasonal residents while aligning with the overall vision of the Sebring International Golf Resort and the surrounding area.

Sincerely,

Helmut Wyzisk III

New Spring Lake Partners, LLC



115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

November 18, 2024

To: Golf View Villas
From: Spring Lake improvement District
Subject: Utility Availability

This is to confirm that Spring Lake Improvement district's facilities currently have capacity to provide water and wastewater services to,
ZONING – R-3 PD
PARCEL ID -C-15-35-30-071-A0A0-0000

We look forward to serving you.

Sincerely

A handwritten signature in blue ink, appearing to read "ISL", followed by a horizontal line.

Israel Serrano
Deputy Manager
Spring Lake Improvement District

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Cyndie Kramer, Planning & Zoning Manager

SUBJECT/TITLE: Public hearing to consider adoption of Resolution 24-25-064, P&Z Case No. 2174, amending an existing Multiple-Family Dwelling District with a Planned Development (R-3 PD) for an approximate 28.48-acre parcel and requesting a change to the official Zoning Atlas to change the zoning designation for an additional 0.4-acre parcel from Residential District (R-1) to Multiple-Family Dwelling District with a Planned Development (R-3 PD).

STATEMENT OF ISSUE

The applicant is requesting an amendment to the existing Multiple Family Dwelling District with a Planned Development (R-3 PD) zoning designation for an approximate 28.48-acre parcel; and a change to the Official Zoning Atlas for an approximate 0.4-acre parcel, from Residential District (R-1) to Multiple Family Dwelling District with a Planned Development (R-3 PD), to allow for a residential development consisting of a maximum of 144 single-family and/or townhome dwellings with the option to include community gardening and micro-farming, but not the raising or keeping of farm animals. The Planning and Zoning Commission recommended approval of P&Z No. 2174 as presented, by a vote of 4-2.

RECOMMENDED ACTION

Move to approve and adopt Resolution 24-25-064, for Case No. P&Z 2174, repealing the existing Multiple-Family District with a Planned Development (R-3 PD) approved through Resolution No. 22-23-23, changing the Official Zoning Atlas for an approximate 4.2-acre parcel from Agricultural District (AU) to Multiple Family Dwelling District with a Planned Development (R-3 PD), and approving the amended Multiple-Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Staff Report P&Z 2174 for BCC NSLP The Farm.pdf](#)
Attachments: [Resolution P&Z 2174 - The Farm Revised.sgs.pdf](#)
Attachments: [Zoning App -The Farm \(Updated 12.11\).pdf](#)

**HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT**

Type: Rezoning – PD Modification	BCC Hearing Date: 2/18/25
Case Number: P&Z 2174	Case Name: The Farm
Agent: N/A	Property Owners: New Spring Lake Partners
Public Hearing: BCC Agenda Item 10C	Case Staff Member: Cyndie Kramer

Request: The Applicant is requesting to amend an existing Multiple-Family Dwelling District with a Planned Development (R-3 PD) for an approximate 28.48-acre parcel and requesting a change to the official Zoning Atlas to change the zoning designation for an additional 0.4-acre parcel from Residential District (R-1) to Multiple-Family Dwelling District with a Planned Development (R-3 PD)

General Location: Two (2) parcels totaling an approximate 28.88 acres, located 0.05 miles south of Duane Palmer Boulevard, 1.28 miles north of US 98, 1.00 mile to the east of the Sebring International Racetrack, and 0.62 miles to the west of Arbuckle Creek; the addresses being 1653 and 1705 Duane Palmer Boulevard; and legally described as follows: A portion of the Fairway Lakes, as recorded in Plat Book 12, Page 43, of the Public Records of Highlands County Florida.

Parcel ID: C-15-35-30-071-00A0-0501, C-15-35-30-071-00A0-066A

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt Resolution 24-25-064, for P&Z Case No. 2174, repealing the existing Multiple-Family District with a Planned Development (R-3 PD) approved through Resolution No. 22-23-23, changing the official Zoning Atlas to change the zoning designation for a 0.4-acre parcel from Residential District (R-1) to Multiple-Family Dwelling District with a Planned Development (R-3 PD), and approving the amended Multiple-Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt

by Resolution, P&Z 2174, repealing the existing Multiple-Family District with a Planned Development (R-3 PD) approved through Resolution No. 22-23-23 and approving the amended Multiple-Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

3. **Excerpt from the January 14, 2025 DRAFT P&Z Minutes and Recommendation to the BCC: "7E. HEARING NUMBER P&Z 2174 – NEW SPRING LAKE PARTNERS, LLC** Two (2) parcels totaling an approximate 28.88 acres, located 0.05 miles south of Duane Palmer Boulevard, 1.28 miles north of US 98, 1.00 mile to the east of the Sebring International Racetrack, and 0.62 miles to the west of Arbuckle Creek; the addresses being 1653 and 1705 Duane Palmer Boulevard; and legally described as follows: A portion of the Fairway Lakes, as recorded in Plat Book 12, Page 43, of the Public Records of Highlands County Florida.

The Applicant is requesting to amend an existing Multiple-Family Dwelling District with Planned Development (R-3 PD) for an approximate 28.48 acres and requesting a change to the official Zoning Atlas to change the zoning designation for an additional 0.4-acre parcel from Residential District (R-1) to Multiple-Family Dwelling District with Planned Development (R-3 PD). Mrs. Hunnicutt read the request into the record. Mrs. Kramer confirmed proof of advertising requirements, and noted there were 10 letters received in objection to the request and none in favor of the request. The agent provided a brief description of the proposed project stating the PD is limiting them to a specific number of units and uses. Five members of the audience expressed concerns regarding the filling of the "pond" (referring to the man-made pond golf course water trap), wildlife, setbacks between structures, the excessive nature of the request, property values, and retirees wanting to retire in a quiet community. The agent addresses all of the concerns also noting that anyone from the community can come and talk to him about the proposed development at any time.

Motion made by Mrs. Ezell and seconded by Mr. Youngman to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2174, repealing the existing Multiple-Family District with a Planned Development (R-3 PD) approved through Resolution No. 22-23-23 and approving the amended Multiple-Family Dwelling District with a Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Upon roll call, Mrs. Ezell, Mr. Youngman, Mr. Boring and Mrs. Hunnicutt voted yes; Mr. Roberts and Mr. Brown voted no. **Motion to approved carried 4-2."**

Supplemental Material/Issue Analysis Report:

1. Request:

The matter for consideration is an amendment to the existing R-3 PD zoning designation for an approximate 28.48-acre parcel; and a change to the Official Zoning Atlas for an approximate 0.4-acre parcel, from R-1 to R-3 PD.

The parcel, part of the existing golf course, is vacant of structures and is sparsely vegetated. The Applicant is proposing to utilize the property for a residential development, consisting of a maximum of 144 single-family and/or townhome dwellings with the option to include community gardening and micro-farming, but not the raising or keeping of farm animals.

The application as originally submitted requested to allow a maximum of 148 dwelling units. Upon application of a density provision of 5 dwelling units per acre, which is commensurate with Medium Density land use, staff recommended a maximum of 144 dwelling units, to which the applicant agreed.

The existing planned development approved under Resolution allowed a maximum of 124 dwelling units.

2. Notices to Surrounding Property Owners.

On December 30, 2024, notices were mailed to 85 surrounding property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

Table 1: Existing Zoning, Uses and Future Land Use

Northwest R-1 Single Family Residential MU Land Use	North R-1 Single Family Residential / Vacant MU Land Use	Northeast EU Municipal – Park & Drainage MU Land Use
West R-1 Single Family Residential MU Land Use	SUBJECT PROPERTY R-3 PD Golf Course MU Land Use	East AU Golf Course MU Land Use
Southwest R-1 Single Family Residential MU Land Use	South R-1 Single Family Residential MU Land Use	Southeast AU Golf Course MU Land Use

The proposed residential uses, density and intensity of the Planned Development are compatible with the surrounding uses and zoning.

4. Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan (“Comp Plan”):
 - Future Land Use Policies:
 - Policy 1.1, General Growth Management Strategy;
 - Policy 1.2.D.12, Mixed Use (MU);
 - Policy 1.2.D.3, Medium Density Residential (RM);

Zoning:

- Highlands County Land Development Regulations (“LDRs”):
 - Section 12.05.213: Multiple-Family Dwelling including Hotel & Motel District (R-3)
 - Section 12.05.290: Planned Development District (PD).

5. Staff Analysis:

Vesting Status:

The subject property is located within Village VII, Fairway Lakes of the Spring Lake Improvement District. The plat for Spring Lake Village VII was accepted and recorded by the County in October 1972. In October 1977, Village VII was replatted and the residential lots were zoned to either EU, R-2 and R-3 to conform with the platted lots. EU zoning was applied to these parcels to conform to their proposed use as 10 lots of “Ranchettes”. The current R-3 PD zoning was approved in October 2022, permitting a maximum of 124 dwelling units consisting of a mixture of townhomes, single-family homes, estates, and cottages.

In March 1978, BLIVR 778-015 was approved by the former Florida Division of State Planning for the Spring Lake Improvement District, which permitted 2,098 residential lots for Village VII. Under the most recent Binding Letter of Modified Vesting Rights (BLIM 07-2008-001) approved by the former Florida Department of Community Affairs in September 2008, Village VII is approved for 1,373 residential units. There are currently 1,325 residential lots or units platted or approved in Village VII, therefore the additional 20 units (144 total units) proposed under the PD modification would be consistent with the density provisions of the BLIVR/BLIM.

Comprehensive Plan:

The subject parcels have a Future Land Use designation of Mixed Use (MU). Per Policy 1.2.D.12, of the Comp Plan, the MU category applies to developments that are comprised of multiple or mixed uses, which require specific or selected land use districts, such as Planned Developments, to implement them. The Mixed Use land use designation has commonly been applied within developments with binding letters of approval. The proposed Planned Development is consistent with the MU Future Land Use designation.

The proposed pattern of development is most characteristic of the Medium Density Residential (RM) future land use. Per Policy 1.2.D.3 of the Comp Plan, the RM category favors housing types ranging from single-family detached neighborhoods to attached housing complexes, which offer both ownership and rental opportunities. Future projects should emphasize a traditional preference for privacy, visual amenity, and low profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. With a starting density of 4 units per acre per single family dwellings and a maximum of density of 8 units per acre (typical of mobile home parks), the mix of housing types proposed would favor a recommended density of 5 units per acre.

Land Development Regulations:

As referenced in Section 12.05.290.A of the LDRs, the PD district is designed to promote efficient land use, foster innovative design, enhance home ownership opportunities, allow flexible design and mixed uses, reduce transportation impacts, increase recreational spaces, lower development costs, and create more desirable living and working environments. The R-3 District, as referenced in Section 12.05.213, is intended to apply to a variety of residential and compatible uses. The proposed Planned Development is consistent with the intent of both the R-3 and PD districts.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. A plat will be required, the applicant shall undergo the platting development review and concurrency process, and additional requirements may be identified at that time, such as turn lanes based on the number of units being proposed.

Natural Resources Division: This parcel contains numerous wetlands, therefore, all statutes regarding wetlands need to be followed, including requiring hook up for sewer if possible. These waterways are all connected and eventually lead to Arbuckle Creek and Lake Istokpoga.

Highlands County Fire Rescue: Need to consider the impact on Fire/EMS/Sheriff Office increased emergency response call volume. The closest station is Lorida Station 24 on US 98, about 5 minutes away. Station 24 is a volunteer station. Station 19 on W. George Blvd would most likely be first unit if volunteers are not available to respond.

Avon Park Air Force Range: The project is in very close proximity to Sebring Airport, within 5 miles of portions of Restricted Airspace R-2901, and approximately 6 miles from the southern boundary of Avon Park Air Force Range. Should the zoning change be approved and developed as described, wording should be included noting the proximity of the developments to Sebring Airport and

Avon Park Air Force Range and the likelihood of experiencing noise and possibly vibrations associated with operations at both locations.

2. **The following Departments, Divisions, and Agencies offered no comment:** Spring Lake Improvement District, South Florida Water Management District, Florida Department of Health, Florida Department of Environmental Protection, Highlands County School Board
3. **The following Departments, Divisions, and Agencies did not respond:** Florida Department of Transportation, Highlands County Emergency Management, Highlands County Economic Development, Road & Bridge Department, Sebring Airport Authority
4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:
 - A. **Natural Features Analysis:**
 1. **Topography:** The topographic map depicts the subject property as having a fairly level topography, with an elevation of 40 feet.
 2. **Soils:** The soil underlying the site is *Arents, organic substratum* (100.0%). The available water supply is moderate, with low runoff and high to very high permeability. Depth to the water table ranges from 24 to 36 inches. This soil is nearly level, and somewhat poorly drained.
 3. **Surface Waters:** The subject parcel borders a drainage canal along its southern property lines.
 4. **Vegetative Cover:** The site has been cleared of native vegetation, with some scattered trees.
 - B. **Zoning Analysis:**
 1. **Current Use of Land:** The site is part of the existing golf course.
 2. **Vesting Rights:** This property is vested under BLIVR 778-015, which covers all of Spring Lake. Under BLIM 798-005, Village VII is vested for 1,373 residential units.
 3. **Current Zoning Designation:** The site currently has a zoning designation of R-3 PD.
 4. **Current Population Yield:** The current R-3 PD approval allows for 124 dwelling units. The property has a current population yield of about 279 persons (124 DU x 2.25 persons = 279).
 5. **Proposed Zoning Designation:** The proposed zoning designation is R-3 PD.
 6. **The Applicant's proposed development program:** The Applicant is proposing to utilize the property for residential development, consisting of 76 single-family dwelling lots and up to 72 townhome dwellings, for a maximum of 148 dwelling units.
 7. **Proposed Population Yield:** The parcel proposes a potential population yield of 324 persons (144 dwelling units x 2.25 persons = 324).

8. **Proposed Zoning Intensity:** The standards of the proposed Planned Development zoning allow a maximum building lot coverage of 65%.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains wetlands habitat. Pursuant to Section 12.12.603 of the Highlands County LDRs, the Applicant **is required to obtain Environmental Clearance** at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are **no known** historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicates **no known** archaeological resource in the vicinity of the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas with reduced flood risk due to levee, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0261C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property **is located within Military Airport Zone III (MAZ III)**, as designated by Section 12.12.800 of the Highlands County LDRs. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Highlands County 2030 Comprehensive Plan, all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Section 12.12.301 of the Highlands County LDRs.
7. **Airport Surface Areas:** The property **is located within the defined Horizontal Surface and Conical Surface areas of the Sebring Regional Airport**, as designated by Section 2.1-3 of the Highlands Code of Ordinances, and must conform with the requirements of Section 2.1-5 and 2.1-6.

D. Public Facilities and Services:

1. **Potable Water:** The property is proposed to be served by the Spring Lake Improvement District water system. Spring Lake has confirmed the capacity to serve the development. A 10-inch water main is shown to exist within Duane Palmer Boulevard.
2. **Central Wastewater:** The property is proposed to be served by the Spring Lake Improvement District wastewater system. Spring Lake has confirmed the capacity to serve the development. There do not appear to be any existing mains serving the site.

3. **Solid Waste:** The property will need to be serviced by the county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site currently does not have access to Duane Palmer Boulevard, a two-lane County-maintained paved road, classified as a rural minor collector street. The site plan proposes a driveway connection to Duane Palmer Boulevard through an adjoining single-family lot.
5. **Railroad Access:** The site does not have railroad access.
6. **Recreation:** The Planned Development site plan proposes a green space in the center of the development, which would function as a mini or pocket park, as defined in the Highlands County Parks & Recreation Master Plan. It also proposes an internal pedestrian network that would connect with Spring Lake recreational facilities to the north and east of the site.
The Spring Lake community as a whole appears to have sufficient parks and recreation space to internally fulfill Recreation LOS requirements for their residents.
7. **Drainage:** Storm water management will be required to comply with Section 12.13.104.F. of the LDRs and the applicable water management district regulations.
8. **Emergency Services:** Station 24 (volunteer) on US 98 in Lorida is assigned to this location as first response zone. It is a 4.4-mile drive away, with about a 6-minute response time. The closest manned station, Station 19 on W. George Blvd, is about 8.4 miles or 13 minutes away. The proposed Spring Lake station on Haywood Taylor Blvd. would be about 5.6 miles or 9 minutes away.

- E. Traffic Impacts:** Pursuant to the Comp Plan Technical Support Section, a **traffic analysis is required** prior to development. Below is a table showing existing and adopted traffic level of service (LOS) standards for impacted roadways.

Table 2: Level of Service Standards

Road Name	From	To	Adopted LOS Standard	Current LOS	Available Capacity
US 98 / CR 700¹	Haywood Taylor Blvd	East of Thunder Road	D	D	0.31
Haywood Taylor Blvd²	US 98 / CR 700	CR 623/Kenilworth Blvd	D	B	0.92

Source: 1. 2023 FDOT District 1 LOS; 2. 2020 Highlands County Concurrency Management System

- F. Schools:** Pursuant to Florida Statutes (F.S.) 163.3177 and F.S. 163.3180, school concurrency requirements will be established at time of development. **A School Concurrency Determination Letter from the**

- School Board of Highlands County is required** for residential development, pursuant to Sections 12.13.150 and 12.13.151 of the LDRs.
- G. Airports:** The subject property is located approximately 1.65 miles east of the Sebring Regional Airport and 16.0 miles southeast of the Avon Park Executive Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change is compatible with the patterns of existing development within this area and the surrounding land uses.

Plan Consistency Finding: The proposed zoning change is consistent with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is required** for the proposed Planned Development.

Historical and Archaeological Clearance: The proposed Planned Development is not required to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning & Zoning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution 24-25-064, for P&Z Case No. 2174, repealing the existing Multiple-Family District with Planned Development (R-3 PD) approved through Resolution No. 22-23-23 and approving the amended Multiple-Family Dwelling District with Planned Development (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Attachments:

- Exhibit 1: Draft Conditions of Approval from Proposed Resolution
- Exhibit 2: Location Map
- Exhibit 3: Aerial Map
- Exhibit 4: Zoning Map
- Exhibit 5: Proposed Zoning Map
- Exhibit 6: Site Plan

Exhibit 1: Draft Conditions

1. The underlying or base zoning regulations for this PD District shall be the R-3 District, and any allowance not specified herein will be as defined in the R-3 District as set forth in Section 12.05.213 of the Code.
2. Permitted uses shall be:
 - a. Single family dwelling, not including a mobile/manufactured home.
 - b. Townhome dwellings, with proper fire separation as required under the Florida Building Code.
3. Permitted accessory uses shall be accessory uses when located on the same lot and not involving the conduct of any business, trade, occupation or profession. Permitted accessory uses shall be:
 - a. community gardening and micro-farming activities, not to include the use of keeping of any fowl or livestock.
4. There shall be a maximum of 144 total dwelling units, consisting of a combination of single-family homes and townhomes. There shall be a maximum of 72 townhome units.
5. The minimum lot area shall be 4,500 square feet for single-family dwellings, and 1,100 square feet for townhome dwellings.
6. The minimum lot width shall be 55 feet for single-family dwellings and 16 feet for townhomes.
7. Single-family dwellings shall have a minimum floor area of 1,100 square feet and a maximum floor area of 4,000 square feet.
8. Townhome dwellings shall have a minimum floor area of 750 square feet and a maximum floor area of 2,500 square feet.
9. The maximum lot coverage by all buildings shall be 50 percent.
10. The minimum depth of front and rear yards, and width of side yards, for a residence in this district shall be:
 - a. Front: 20 (twenty) feet.
 - b. Side: 5 (five) feet; 0 (zero) feet between adjoining townhome dwellings.
 - c. Rear: 20 (twenty) feet.
 - d. Corner: 15 (fifteen) feet from the side street or edge of pavement.

- e. There shall be a minimum separation of ten (10) feet between buildings.
- 11. Internal roadways shall be privately maintained and shall not be dedicated to Highlands County for maintenance.
- 12. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.
- 13. All utilities, including, but not limited to, electric distribution lines, shall be installed and maintained underground.
- 14. A Homeowners'/Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel to a new property owner. The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, at a minimum, the following provisions: common area maintenance including any improvements therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas.
- 15. The Property and this PD shall be subject to all County Code requirements for final site plan approval.

Exhibit 2:

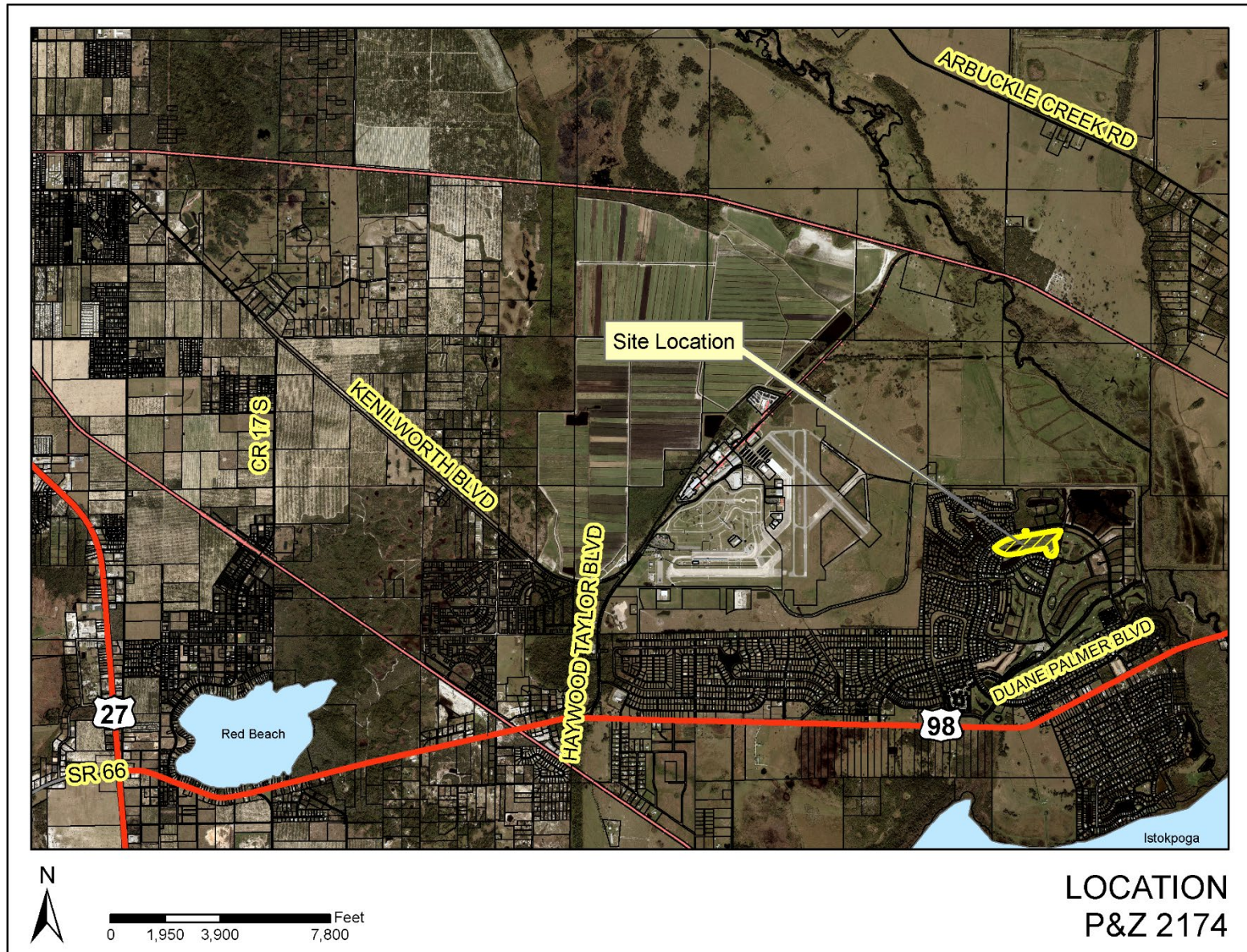


Exhibit 3:

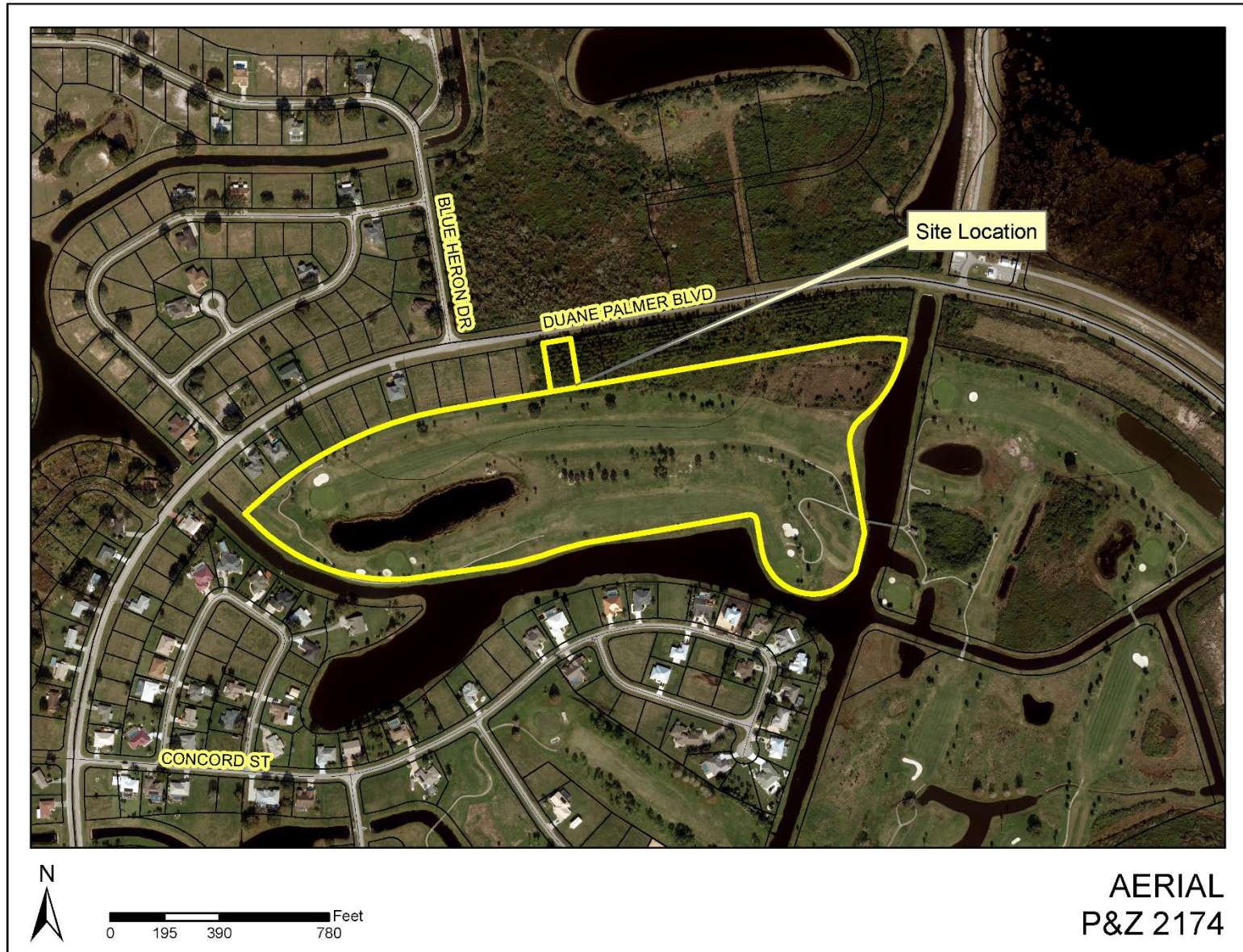


Exhibit 4:

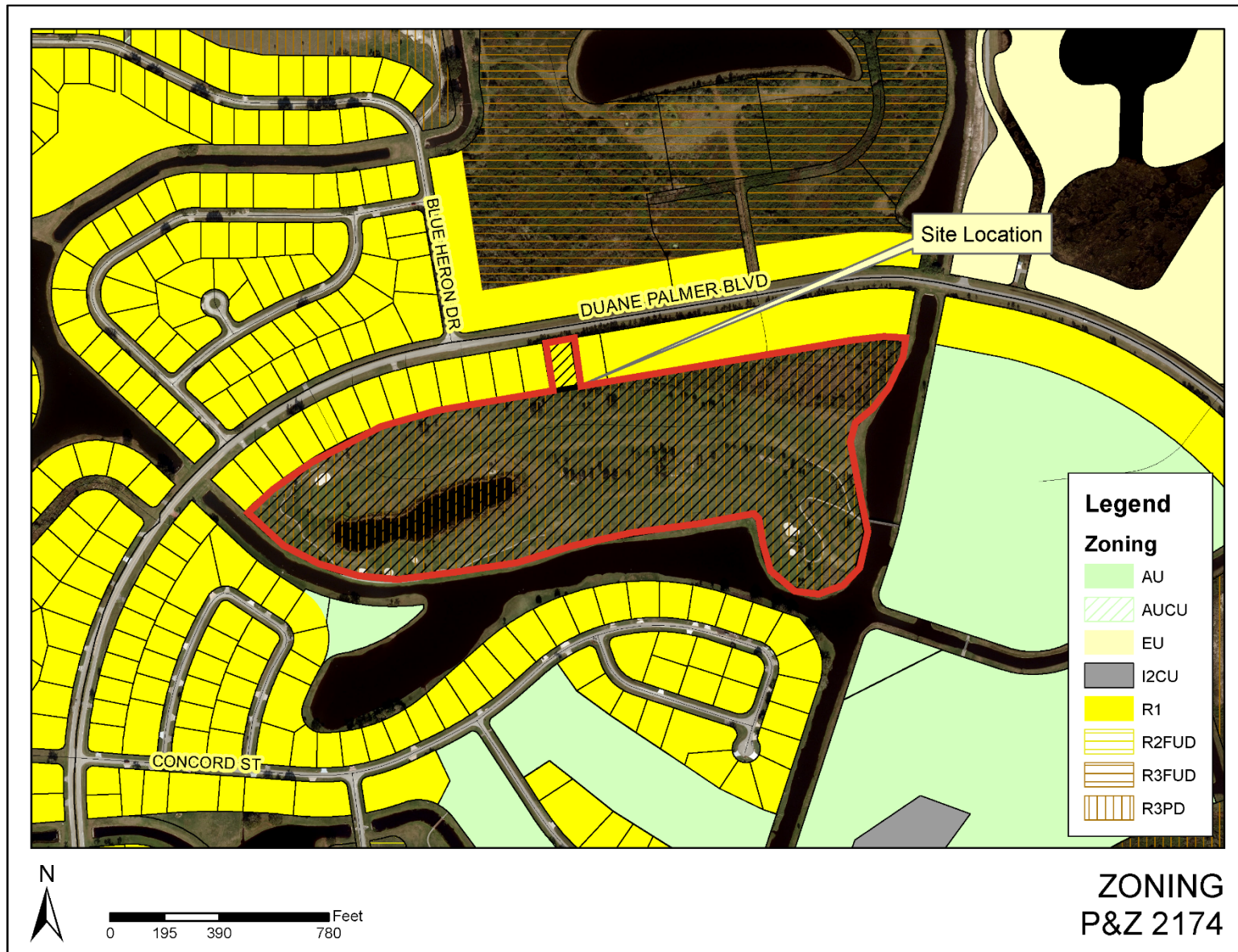


Exhibit 5:

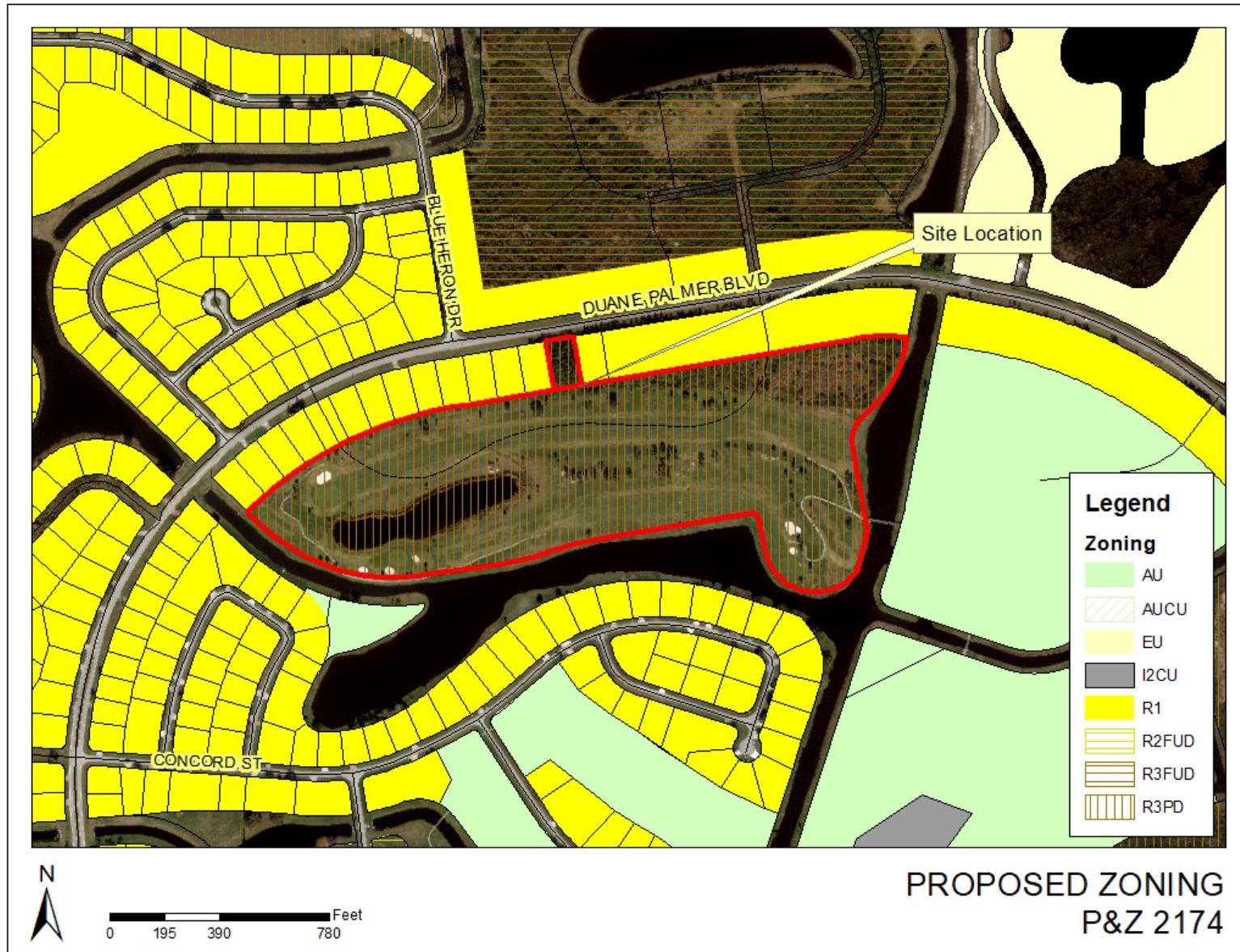
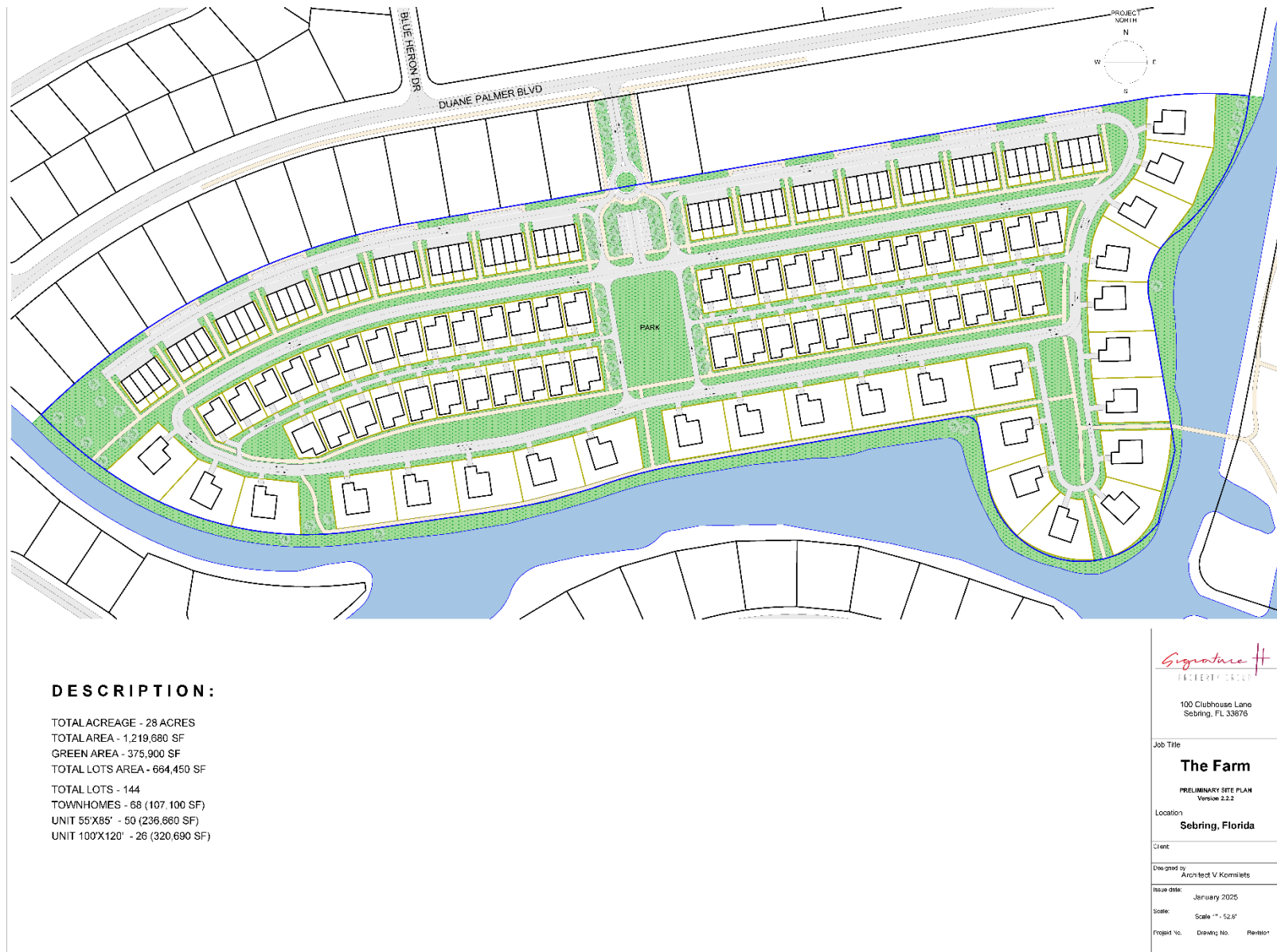


Exhibit 6:



RESOLUTION NO. 24-25-_____

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-15-35-30-071-00A0-0501 AND C-15-35-30-071-00A0-066A; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF HIGHLANDS COUNTY RESOLUTION NO. 22-23-23; PROVIDING FOR APPROVAL OF ZONING MODIFICATION; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of those properties identified by the Highlands County Property Appraiser through Parcel ID#s C-15-35-30-071-00A0-0501 and C-15-35-30-071-00A0-006A ("Property"), has requested a change to the existing zoning classification on the Property for the specific purpose of providing design flexibility in order to further residential objectives; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is required for the proposed development; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 1. REPEAL OF HIGHLANDS COUNTY RESOLUTION NO. 22-23-23. Highlands County Resolution No. 22-23-23, adopted on November 15, 2022, is hereby repealed in its entirety, shall have no further force or effect and shall be replaced by this Resolution No. 24-25-064.

SECTION 2. APPROVAL OF ZONING MODIFICATION.

A. The R-3 PD zoning designation for that portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-00A0-0501 and more particularly described as:

A portion of Block A, of Fairway Lakes, according to the plat thereof recorded in Plat Book 12, Page 43, of the Public Records of Highlands County, Florida, being more particularly described as follows; Commence at the Northwesterly corner of Lot 63, Block A; thence run South 47°02'10" East and along the Southwesterly line of Lot 63 a distance of 175.11 feet for Point of Beginning, said point lying on the arc of a curve concave to the Southeast; thence in a Northeasterly direction and along the arc of said curve to the right (curve having for its elements a radius of 1346.54 feet a central angle of 35°06'53" and a chord bearing of North 62°38'56" East) a distance of 825.25 feet to the Point of Tangency; thence North 80°12'22" East a distance of 1442.13 feet to the Point of Curvature of a curve concave to the South; thence continue in a Northeasterly direction and along the arc of said curve to the right (curve having for its elements radius 723.72 feet and a central angle of 16°14'19") a distance of 205.11 feet; thence South 10°36'24" West a distance of 13.67 feet to the Point of Curvature of a curve concave to the Northwest; thence continue in a Southerly direction and along the arc of said curve to the right (curve having for its elements a radius of 410.00 feet and a central angle of 43°32'41") a distance of 311.60 feet to the Point of Reverse Curvature of a curve concave to the Southeast; thence in a Southerly direction and along the arc of said curve to the left (curve having for its elements a radius 115.00 feet and a central angle of 61°18'16") a distance of 123.05 feet; thence South 09°47'36" East a distance of 306.39 feet; thence South 05°59'49" West a distance of 150.42 feet to a point on the arc of a curve concave to the North; thence in a Southerly, Westerly then Northerly direction and along the arc of said curve to the right (curve having for its elements a radius of 185.00 feet a central angle of 134°09'49" and a tangent bearing of South 36°02'33" West) a

distance of 433.20 feet to the Point of Tangency; thence North 09°47'38" West a distance of 108.54 feet to the Point of Curvature of a curve concave to the Southwest; thence in a Northerly then Westerly direction and along the arc of said curve to the left (curve having for its elements a radius of 25.00 feet and a central angle of 90°00'00") a distance of 39.27 feet thence South 80°12'22" West a distance of 547.35 feet to the Point of Curvature of a curve concave to the South; thence in a Southwesterly direction and along the arc of said curve to the left (curve having for its elements a radius of 1052.23 feet and a central angle of 09°33'20") a distance of 175.49 feet to the Point of Reverse Curvature of a curve concave to the North; thence continue in a Westerly direction and along the arc of said curve to the right (curve having for its elements a radius of 1000.00 feet and a central of 10°55'47") a distance of 190.76 feet; thence South 81°34'49" West a distance of 286.03 feet to the Point of Curvature of a curve concave to the North; thence in a Northwesterly direction and along the arc of said curve to the right (curve having for its elements a radius of 677.52 feet and a central angle of 51°23'00") a distance of 607.61 feet; thence North 47°02'10" West a distance of 74.07 feet to Point of Beginning.

is hereby modified as set forth herein.

B. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all applicable County Code requirements imposed during the development review process.

SECTION 3. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-00A0-066A and more particularly described as:

A portion of Fairway Lakes Subdivision (now vacated) being more particularly described as follows: Being at the Northeasterly corner of Lot 13, of Panther Creek Golf Estates, Phase I, according to the plat thereof recorded in Plat Book 16, Page 61, of the Public Records of Highlands County, Florida, said point lying on the Southerly right of way of Duane Palmer Boulevard; then North 80°12'21" East and along said right of way of Duane Palmer Boulevard a distance of 100.00 feet; thence South 09°47'38" East a distance of 175.00 feet; thence South 80°12'21" West a distance of 100.00 feet; thence North 09°47'38" West a distance of 175.00 feet to the Point of Beginning.

is hereby changed from R-1, Residential District to R-3 PD, Multiple Family Dwelling District with a Planned Development

B. The official zoning atlas of the County is hereby amended to reflect the zoning for that portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-071-00A0-066A, as Multiple Family Dwelling

District with a Planned Development, R-3 PD.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all applicable County Code requirements imposed during the development review process.

SECTION 4. GENERAL CONDITION, RESTRICTIONS AND LIMITATIONS.

This R-3 PD shall conform materially to the conceptual site development plan attached hereto as **Exhibit “A”** (“Conceptual Site Development Plan”), subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.290 of the Highlands County Code of Ordinances (“Code”) except as expressly modified hereafter:

1. The underlying or base zoning regulations for this PD District shall be the R-3 District, and any allowance not specified herein will be as defined in the R-3 District as set forth in Section 12.05.213 of the Code.
2. Permitted uses shall be:
 - a. Single family dwellings, not including mobile homes/manufactured homes.
 - b. Townhome dwellings, with proper fire separation as required under the Florida Building Code.
3. Permitted accessory uses shall be accessory uses when located on the same lot and not involving the conduct of any business, trade, occupation or profession. Permitted accessory uses shall be community gardening and micro-farming activities, but shall not to include the use of keeping of any fowl or livestock.
4. There shall be a maximum of 144 total dwelling units, consisting of a combination of single-family homes and townhomes. There shall be a maximum of 72 townhome units.
5. The minimum lot area shall be 4,500 square feet for single-family dwellings, and 1,100 square feet for townhome dwellings.
6. The minimum lot width shall be 55 feet for single-family dwellings and 16 feet for townhomes.
7. Single-family dwellings shall have a minimum floor area of 1,100 square feet and a maximum floor area of 4,000 square feet.
8. Townhome dwellings shall have a minimum floor area of 750 square feet and a maximum floor area of 2,500 square feet.
9. The maximum lot coverage by all buildings shall be 50 percent.
10. The minimum depth of front and rear yards, and width of side yards, for a residence in this district shall be:

- a. Front: twenty (20) feet.
 - b. Side: five (5) feet; zero (0) feet between adjoining townhome dwellings.
 - c. Rear: twenty (20) feet.
 - d. Corner: fifteen (15) feet from the side street or edge of pavement.
 - e. There shall be a minimum separation of ten (10) feet between buildings.
- 11. Internal roadways shall be privately owned and maintained and shall not be dedicated to Highlands County for maintenance.
 - 12. Exterior lighting fixtures shall be shielded and directed onto the ground, roadway, or parking area, and away from residential uses to the greatest extent possible.
 - 13. All utilities, including, but not limited to, electric distribution lines, shall be installed and maintained underground.
 - 14. A Homeowners'/Property Owners' Association ("Association") shall be established for the PD prior to the issuance of the first certificate of occupancy, and prior to the conveyance of any parcel to a new property owner. The Association's Declaration of Covenants, Conditions and Restrictions (the "Declaration") shall encumber all of the land subject to this PD and shall include, at a minimum, the following provisions: common area maintenance including any improvements therein, internal roadways, irrigation and landscaping, and on-site stormwater management areas.
 - 15. The Property and this PD shall be subject to all County Code requirements for final site plan approval.

SECTION 5. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2174, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 8. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to

invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

"Exhibit A": Conceptual PD Site Development Plan



DESCRIPTION:

TOTAL ACREAGE - 28 ACRES
 TOTAL AREA - 1,219,680 SF
 GREEN AREA - 375,900 SF
 TOTAL LOTS AREA - 664,450 SF
 TOTAL LOTS - 144
 TOWNHOMES - 68 (107,100 SF)
 UNIT 55'X85' - 50 (236,660 SF)
 UNIT 100'X120' - 26 (320,690 SF)

Signature 
 ARCHITECTS & PLANNERS

100 Clubhouse Lane
 Sebring, FL 33876

Job Title

The Farm

PRELIMINARY SITE PLAN
 Version 2.2.2

Location

Sebring, Florida

Client:

Designed by:
 Architect V. Kornilets

Issue date: January 2025

Scale: Scale 1" = 62.5'

Project No. Drawing No. Revision



HIGHLANDS COUNTY ZONING DIVISION

Zoning Change Application Information

Application Submittal Requirements

- **Supply one unbound copy of the Application Materials (see checklist below).** Staff will have up to 5 working days following the application deadline to review for completeness. If incomplete, the application will be returned with a description of the reasons why it is incomplete. The applicant may resubmit any time prior to the next deadline.
- **Once deemed complete, the applicant will be notified that the application has been logged-in.**
 - If deemed complete, the application will be logged in and assigned to a P&Z and BCC hearing cycle (see attached Application Schedule). Staff will commence review.
 - The applicant is responsible for promptly providing any information that needs to be updated, modified, or submitted as part of the review; otherwise the petition may be continued to a later cycle or a recommendation of denial may be necessary.

Application Materials Checklist (Please indicate if a document is not applicable)

- ☐ Completed Application form
- ☐ Un-platted properties require a survey and legal description (including acreage), signed and sealed by a registered land surveyor
- ☐ Electronic copy of legal description in text format (i.e. Microsoft Word, Outlook, or Notepad)
- ☐ Legal description and illustration showing the dimensions of each different zoning designation, if applicable
- ☐ Letters of availability of utility service from central wastewater and potable water facilities that would provide service to the site
- ☐ County Property Appraiser's Map indicating the buffer area
- ☐ Adjacent property owners list
- ☐ FUD or PD Site Plan, Resolution, and Letter of Intent, describing the uses, setbacks, density, etc., if applicable (hard copy and electronic format)
- ☐ Owner's Affidavit(s), signed and notarized
- ☐ Agent's Affidavit(s), as applicable, signed and notarized
- ☐ Notarized authorization from each owner, as applicable (Form A)
- ☐ Notarized authorization for agent to submit petition, as applicable (Form B)
- ☐ Filing fee; cash, credit card, or check made payable to the Highlands County Board of County Commissioners or HCBC

PLEASE PRINT OR WRITE CLEARLY ALL REQUESTED INFORMATION: This application and all required supplemental information must be properly completed according to the instructions. All information and exhibits submitted in connection with the application will become a part of the permanent public records of Highlands County. Applications must be submitted to the Zoning Department for review no later than Noon on the applicable deadline. The Department accepts no responsibility for the completeness and accuracy of the application and will not advertise the application for public hearing until all information requested is determined to be accurate and complete. The applicant, agent or representative must be present at the public hearings.

**Highlands County, Florida
Zoning Change Application**

Zoning change from: R3-PD

Zoning change to: R3-PD

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: _____ Date of Application: _____

Amount of Fee: \$ _____ Receipt No.: _____ Tax Map No.: _____

Hearing Dates: LP: _____ P&Z: _____ BCC: _____

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor

Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: New Spring Lake Partners

Mailing Address: 100 Clubhouse Lane Sebring, FL 33876

Telephone No.: 863-655-5555

E-Mail Address: info@siresort.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: _____

Mailing Address: _____

Telephone No.: _____ E-Mail Address: _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. SEE ATTACHED LEGAL DESCRIPTION WORD DOC FOR FULL DESCRIPTION

4. **Strap No.(s) of Property Covered by Application:**

STRAP #:C- 15 - 35 - 30 - 071 - 00A0 - 0501 STRAP #:C- _____ - _____ - _____ - _____ - _____

STRAP #:C- 15 - 35 - 30 - 071 - 00A0 - 066A STRAP #:C- _____ - _____ - _____ - _____ - _____

5. **Street Address(es) of Property Covered by the Application:** 1705 Duane Palmer Blvd, Sebring, FL 33876
and 1653 DUANE PALMER BLVD SEBRING, FL 33876

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: R3-PD Existing Land Use Classification: MU
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent
7. Existing Property Information: Size of Property (width) Varies feet, (depth) Varies feet, street frontage Varies feet, water frontage 0 feet, Total acres 28.9
If different from the total acreage, the upland, or developable portion is _____ +/- acres.
8. Are there existing structures on the property? ☐ Yes ☒ No If Yes, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☒ Yes ☐ No If Yes, list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): 778-015
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose name and when? _____

12. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	Single Family	MU	R1
South	Single Family	MU	R1
East	Golf Course/Vacant	MU	AU
West	Single Family	MU	R1

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): Development of Single Family Homes and Townhomes
14. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable): Maximum of 136 Dwelling Units
15. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building TBD divided by Parcel size 1,258,088 = FAR TBD %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. Potable Water: The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the Spring Lake Imp District water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- The facility has the designed capacity for pumping and treating 999,999 gpcd.
- The facility has a permitted capacity for 999,999 gpcd.
- The facility has an average demand or committed capacity for 389,000 gpcd.
- The facility has an excess capacity of 610,999 gpcd.
- This proposed development will require approximately 16,320 gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. Applicant's Initial

17. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. ☒ Yes ☐ No

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Imp District system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating 80,000 gpcd.
- The facility has a permitted capacity for 80,000 gpcd.
- The facility has an average demand or committed capacity for 30,000 gpcd.
- The facility has an excess capacity of 50,000 gpcd.
- This proposed development will require approximately 16,320 gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. Applicant's Initial

18. Surface Drainage: I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No Applicant's Initial

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. Solid Waste Disposal: The proposed development will be served by the Highlands County refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. Recreation and Green Space: The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: The development includes green space, park space, as well as frontage to the golf course.

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. Military Airport Zones (MAZ): Is this property located in an MAZ? ☒Yes ☐No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. Owner's Affidavit: Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. Agent's Affidavit: Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. Map Properties within 500 Feet: Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. List of Property Owners: List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. Land Survey: A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent: A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. Surrounding Property Owners: Have you discussed this rezoning request with the surrounding property owners? ☐Yes ☒No

29. Contract to Sell: Is this property under contract to sell contingent on the rezoning? ☐Yes ☒No

30. Proposed Multiple Zoning Changes: If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Print Name of Owner

Signature of Owner

Address: Number and Street (P.O. Box)

City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT (Corporation)

I, _____, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. _____

An appointment is required before entering the property. _____

Signed, Sealed and Delivered in our presence:

a _____ corporation.

By: _____
Print Name: _____
Title: _____

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

**Highlands County, Florida
Development Services Department Application**

AGENT'S AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Print Name of Agent

Signature of Agent

Address: Number and Street (P.O. Box)

City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

**Highlands County, Florida
Development Services Department Application**

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for _____ to be the applicant for this REZONING.

Print Name of Owner

Signature of Owner

Address: Number and Street (P.O. Box)

City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

**Highlands County, Florida
Development Services Department Application**

FORM B. Applicant Authorization to Agent

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.

I give authorization for _____ to be my agent for this application.

Print Name of Applicant

Signature of Applicant

Address: Number and Street (P.O. Box)

City and State (Zip Code)

**STATE OF FLORIDA
HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

Print Name

Notary Public, State of Florida
My Commission Expires: _____

SAMPLE LETTER FOR WATER/WASTEWATER

Date:

Director of Public Works
City or Town
Street Address
City, Florida Zip

RE: Water/Wastewater Capacity Request for (Hearing No. _____)

Dear Mr. (Public Works Director):

We are requesting a letter of confirmation that your potable water and wastewater treatment facilities will be able to accommodate the impacts of our development as they ensue. Our development consists of the following:

A residential development of _____ acres comprising _____ (single family) (multiple family) dwelling units located at _____. Given the time to successfully meet the land use and zoning requirements, our development is expected to begin _____ months from the date of compliance with state law, and expect build out in _____ years. Our development may impose the following impacts:

- 1) Based upon the number of proposed dwelling units and using 2.3 average persons per household, the estimated population at build-out will be _____ persons.
- 2) It is anticipated that our development, using your established level of service (LOS) for potable water of _____ gpcd, might impact your potable water system by _____ gpcd.
- 3) It is anticipated that our development, using your established level of service (LOS) for wastewater treatment of _____ gpcd, might impact your wastewater treatment system by _____ gpcd.

Please provide the following data of your facilities that we may determine the extent of our impact:

Potable Water

Designed capacity: _____ GPCD
Permitted capacity: _____ GPCD
Committed capacity: _____ GPCD
Excess Capacity: _____ GPCD
This development demand: _____ GPCD

Wastewater Treatment

Designed capacity: _____ GPCD
Permitted capacity: _____ GPCD
Committed capacity: _____ GPCD
Excess Capacity: _____ GPCD
This development demand: _____ GPCD

Thank you for your consideration with our request.

Respectfully,

Property Owner

SAMPLE LETTER FOR WATER/WASTEWATER

Contact Information for the Municipalities/Improvement Districts:

City of Avon Park Public Works
(Josh Turner, Public Works Coordinator)
2301 U.S. 27 South
Avon Park, Florida 33825, or

City of Sebring Public Works
(Bob Boggus, Utilities Director)
454 N. Franklin Street
Sebring, Florida 33870, or

Town of Lake Placid Public Works
(Joe Barber, Utilities Director)
311 West Interlake Blvd.
Lake Placid, Florida 33852

Spring Lake Improvement District
(Clay Shrum, Assistant District Manager)
115 Spring Lake Blvd.
Sebring, Florida 33876

Sun 'n Lake Improvement District
(Mike Hurley, Director of Public Works)
5306 Sun 'n Lake Blvd.
Sebring, Florida 33872

**HIGHLANDS COUNTY
DEADLINES FOR PUBLIC HEARINGS
FOR REZONES, SPECIAL EXCEPTIONS, VARIANCES,
APPEALS, SMALL SCALE PLAN AMENDMENTS, AND
LARGE SCALE PLAN AMENDMENTS**

The application **deadline is always at 12:00 P.M.** The hearing dates are always on Tuesdays, except for holidays*. The **BOA & P&Z/LPA meetings begin at 3:00 P.M.** or soon thereafter. The **BCC meetings begin at 9:00 A.M.** or soon thereafter.

Application Deadlines	BOA and P&Z/LPA Meetings	BCC Meetings
Wednesday, October 16, 2019	December 10, 2019	January 21, 2020
Wednesday, November 20, 2019	January 14, 2020	February 18, 2020
Wednesday, December 18, 2019	February 11, 2020	March 17, 2020
Wednesday, January 15, 2020	March 10, 2020	April 21, 2020
Wednesday, February 19, 2020	April 14, 2020	May 19, 2020
Wednesday, March 18, 2020	May 12, 2020	June 16, 2020
Wednesday, April 15, 2020	June 9, 2020	July 21, 2020
Wednesday, May 20, 2020	July 14, 2020	August 18, 2020
Wednesday, June 17, 2020	August 11, 2020	September 15, 2020
Wednesday, July 15, 2020	September 8, 2020	October 20, 2020
Wednesday, August 19, 2020	October 13, 2020	November 17, 2020
Wednesday, September 16, 2020	November 10, 2020	December 15, 2020
Wednesday, October 14, 2020	December 8, 2020	January 19, 2021
Wednesday, November 18, 2020	January 12, 2021	February 16, 2021
Wednesday, December 16, 2020	February 9, 2021	March 16, 2021

**Highlands County
Development Services Department
501 S. Commerce Ave, Sebring, FL 33870
Planning (863) 402-6650 • Zoning (863) 402-6638**

Fee Schedule – FY 19-20

General	Fee
Rural Land Stewardship (RLS)	TBD (To Be Determined)
Development of Regional Impact (DRI)	\$21,800.00
Zoning Change Only	\$1,950.00
Large Scale Comprehensive Plan (LSCP) Amendment Only	\$2,025.00
Small Scale Comprehensive Plan (SSCP) Amendment Only	\$1,500.00
Planned Development District (PD) Amendment Only (minor amendment excluded)	\$1,950.00
Special Use Permit Only	\$2,925.00
Flexible Development District (FUD) Amendment Only (minor amendment excluded)	\$1,950.00
Revision of legal on resolution, ordinance or ad when applicant provides revised legal	\$1,375.00
Concurrency Traffic Analysis Reviews for LSCP and SSCP Amendment	<i>Contact Engineering Dept.</i>
Special Exception Application Only	\$975.00
Special Exception Application for a Tower Only	\$1,300.00
Special Exception Application for Goats, Hogs, Sheep, and Chickens	\$0.00
Variance Application Only	\$650.00
Notice Requirements (Zoning Changes, LSCP, SSCP, Variances, Special Use Permit, Special Exceptions, etc.)	<i>Actual or pro-rated expense for public notice requirements depending on the application</i>
Environmental Clearance Report Processing Fee (> 2 acres w/ impact)	\$425.00

Environmental Exemption	Fee
For each Residential Dwelling Unit **Note	\$130.00
For each Commercial/Industrial Building Permit **Note	\$325.00
Developer Requested Conference *Note	\$400.00
Plat Review	\$275.00
Vacation of Plat	\$175.00
Vacation of Easement	\$130.00
Road (Vacation) Closures	\$130.00
Site Plan Review	\$425.00

This fee is collected with other building permit fees for projects that would otherwise have to go through Environmental Clearance even though preparation of the Environmental Clearance report would be unnecessary.

Special Approval	Fee
Car Tent Sales Permit	\$500.00
Off-Premise Sales of Merchandise Permit	\$200.00
Beverage License Review	\$150.00
Temporary Beverage License (1 to 3 days permit) Review	\$25.00

Amusements	Fees
Bingo	\$130.00
Bingo – nonprofit – no fee for a temporary permit (1 to 3 days)	\$0.00
Carnival	\$325.00
Rodeo	\$200.00
Palm Reading	\$325.00

Building Permit Review	Fees
Zoning/FLUM (Future Land Use Map) Confirmation Letter per property	\$20.00
Boat Dock/Boat House	\$40.00
Permit Review-New Structures	\$65.00
Carport, Driveway, Slab, Screen Room, Garage, Additions, Swimming Pools, and the like	\$40.00
Form Board, Fence, Seawall, and Shed	\$20.00
CO (Certificate of Occupancy) Review	\$20.00

Exempt from Planning and Zoning review: re-roof, interior remodel with no change in use, window replacement size for size, hurricane shutters, siding, and garage door.

Nuisance Abatement Fees	Fees
Standard Abatement (\$25.00 per hour)	<i>TBD (To Be Determined)</i>
Noticing, Abatement involving asbestos (cost of the Asbestos Survey includes an additional fee)	<i>Fees vary</i>
Open Code Violations and/or Lien Confirmation Letter per property	\$20.00

Document or Map Purchases	Fees
Zoning Text	<i>per County policy</i>
Comprehensive Plan (text)	\$35.00
Evaluation & Appraisal Report Document	\$125.00
Color Maps (each FLUM or other map)	\$20.00
Blueprint Maps (each FLUM or other map “32 x 32”)	\$10.00
Blueprint Maps (each FLUM or other map “24 x 36”)	\$5.00
Copies or Xerox charges – one sided	<i>per County policy</i>
Copies or Xerox charges – two sided	<i>per County policy</i>
Computer Discs with information	<i>per County policy</i>
Cassette tape – 90 minutes	<i>per County policy</i>
Computer Disc without information	<i>per County policy</i>
Garage Sale/Yard Sale Permit ***Note	\$5.00
Community Garage Sale/Yard Sale Permit ***Note	\$25.00

Vesting Order Applications	Fees
Single Lots of Record	\$175.00
Subdivisions (under 26 units)	\$425.00
Subdivisions (26 or more units)	\$850.00
Commercial & Industrial Property	\$850.00
Appeals (deposit on account)	\$1,625.00

***Note:** In an effort to better serve the people, Highlands County Planning and Zoning Staff believe effective communication early in the planning process prevents expensive setbacks later in the process. To this regard, two coordination meetings are available to facilitate effective communication between developer and staff: a pre-application meeting and an application review meeting. It is most beneficial to meet with the Highlands County Planning and Zoning Staff to review a proposal for basic conformity with county land use regulations. The pre-application meeting does well to circumvent routine problems that would otherwise cause delay and added expense. Prior to submitting the application, an application review meeting is also highly recommended to ensure the package is complete and as detailed as possible. There are no fees for the pre-application meeting or the application review meeting. All meetings requested by the developer after the pre-application meeting (excluding the application review meeting) or after an application is submitted qualify as a developer requested conference.

****Note:** No Environmental Exemption Fee will be collected on building permits to replace existing mobile homes and residential dwellings on their original lot or for constructing accessory in unoccupied structures, or remodeling or adding to existing structures.

Development Agreement Legal Review Fee: Actual cost incurred by the legal review and services rendered by the Board Attorney and/or other law firm or service for this purpose.

*****Note:** Garage/Yard Sale Permits to be obtained and paid for at the Tax Collector's Offices.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: JD Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Request to Adopt Resolution No. 24-25-054 to Vacate an Existing Drainage Easement on 1389 Lake Josephine Dr., Sebring, FL 33875

STATEMENT OF ISSUE

Attached is Resolution No. 24-25-054 to vacate an existing drainage easement over and across said property described as follows: THE WEST 7.5 FEET OF LOT 5 AND THE EAST 7.5 FEET OF LOT 6, EXCEPT FOR THE NORTHERN 10 FEET AND THE SOUTHERN 10 FEET OF THE SAME, OF LOOKOUT POINT ACCORDING TO THE PLAT THEEOF AS RECORDED IN PLAT BOOK 14, PAGE 33, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FL. Parcel ID: C-33-35-29-100-0000-0050 SITE ADDRESS: 1389 Lake Josephine Dr., Sebring, FL 33875 All pertinent County departments have been notified and has no objections. Gary S. and Pamela Demarest (Petitioner) have filed a petition to vacate that portion of the platted drainage as described above. The applicant's reason for vacating this easement is to obtain a Building Permit for the construction of an outbuilding to store their RV.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-054 to vacate an existing drainage easement between Lot 5 and Lot 6 at 1389 Lake Josephine Dr.

FISCAL IMPACT

No Fiscal Impact.

Attachments: [VOE Petition Packet - 1389 Lake Josephine Dr - Lots 5-6.pdf](#)

RESOLUTION NO.: 24-25-054

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF EASEMENTS ON THE PLAT OF LOOKOUT POINT, AS MORE PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY GARY S. AND PAMELA DEMAREST; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF EASEMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of Gary S. and Pamela Demarest ("Petitioner"), requesting that Highlands County vacate the Easements as described herein and renounce and disclaim the rights of the County and of the public in and to said Easements as so described on the plat for Lookout Point, recorded in Plat Book 14, Page 33, of the official records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on January 15, 2025, and January 22, 2025, the Petitioner, published the notice of public hearing and intent to petition the County to vacate the Easements described herein, in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on February 18, 2025, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the Easements and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Vacation of Easements. The Easements described below are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Easements so described are hereby renounced and forever disclaimed:

THE WEST 7.5 FEET OF LOT 5 AND THE EAST 7.5 FEET OF LOT 6, EXCEPT FOR THE NORTHERN 10 FEET AND THE SOUTHERN 10 FEET OF THE SAME, OF LOOKOUT POINT ACCORDING TO THE PLAT THEEOF AS RECORDED IN PLAT BOOK 14, PAGE 33, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FL.

Parcel ID: C-33-35-29-100-0000-0050

SITE ADDRESS: 1389 Lake Josephine Dr., Sebring, FL 33875

SECTION 3. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to vacation of the Easements described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of February 2025.

HIGHLANDS COUNTY

By: _____
Arlene Tuck, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

PETITION

TO: Highlands County
Board Of County Commissioners
c/o Engineering Department
505 South Commerce Avenue
Sebring, Florida 33870

FROM: Gary and Pamela Demarest
c/o W. Kyle Thompson
Rider & Thompson, PA
13 N. Oak Avenue
Lake Placid, FL 33852
863-465-1111

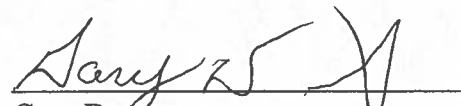
This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

THE WEST 7.5 FEET OF LOT 5 AND THE EAST 7.5 FEET OF LOT 6, EXCEPT FOR THE NORTHERN 10 FEET AND THE SOUTHERN 10 FEET OF THE SAME, OF LOOKOUT POINT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 33, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FL.

The petition is being requested for the following reason:

PETITIONERS' REQUEST TO VACATE THE EASEMENT BETWEEN LOTS 5 AND 6 IS TO OBTAIN A BUILDING PERMIT FOR THE CONSTRUCTION OF AN OUTBUILDING TO STORE THEIR RV.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.



Gary Demarest



Pamela Demarest

Attachments: Map
Proof of Publication
Certificates Showing Taxes Paid



Prepared By: Jorge W. Fernandez
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

Highlands County Engineering Department

Reference Map

VACATION OF EASEMENT, THE WEST 7.5 FEET OF LOT 5 AND
THE EAST 7.5 FEET OF LOT 6. EXCEPT FOR THE NORTHERN 10
FEET AND THE SOUTHERN 10 FEET OF LOTS 5 AND 6.

For Reference Only - Not A Boundary Survey

Map Created: 11/27/2024

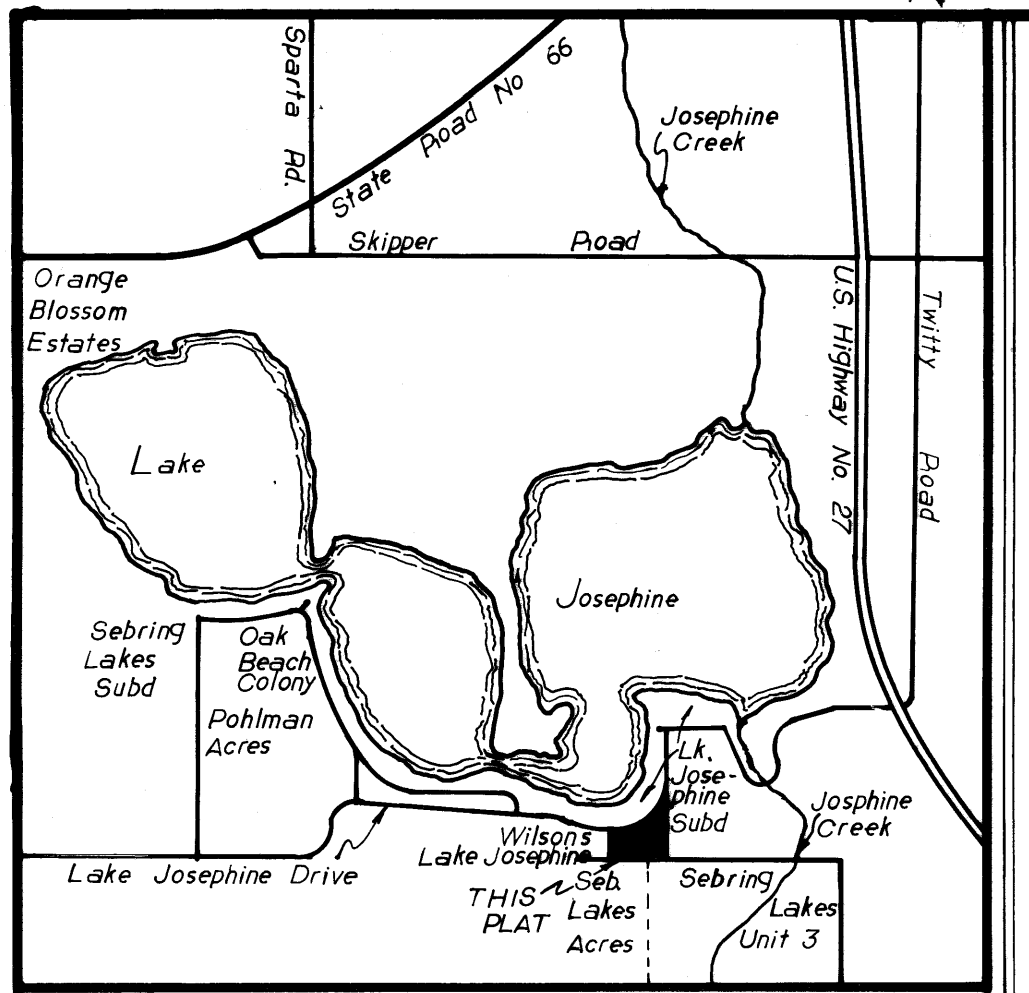


1 inch = 120 feet

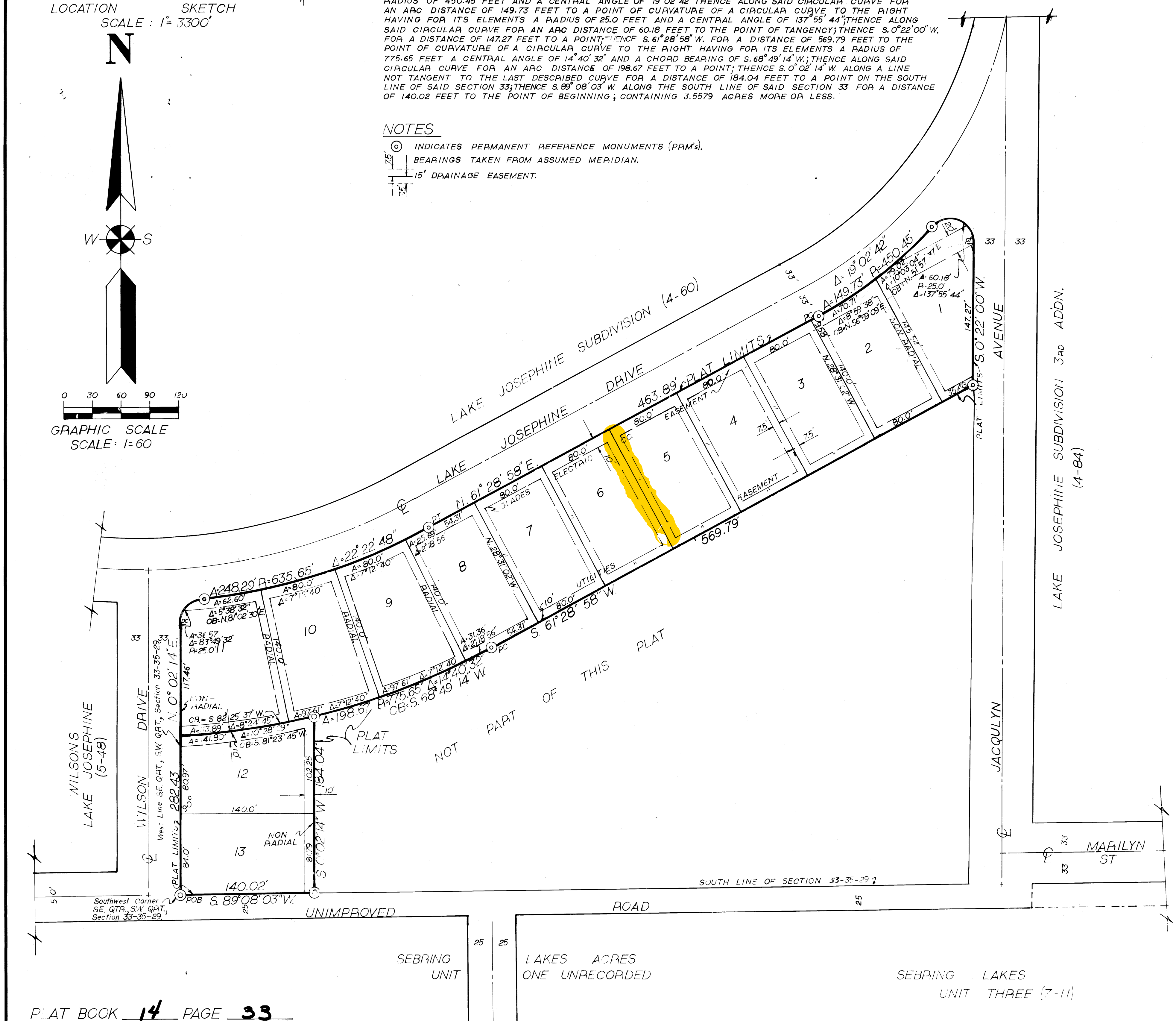
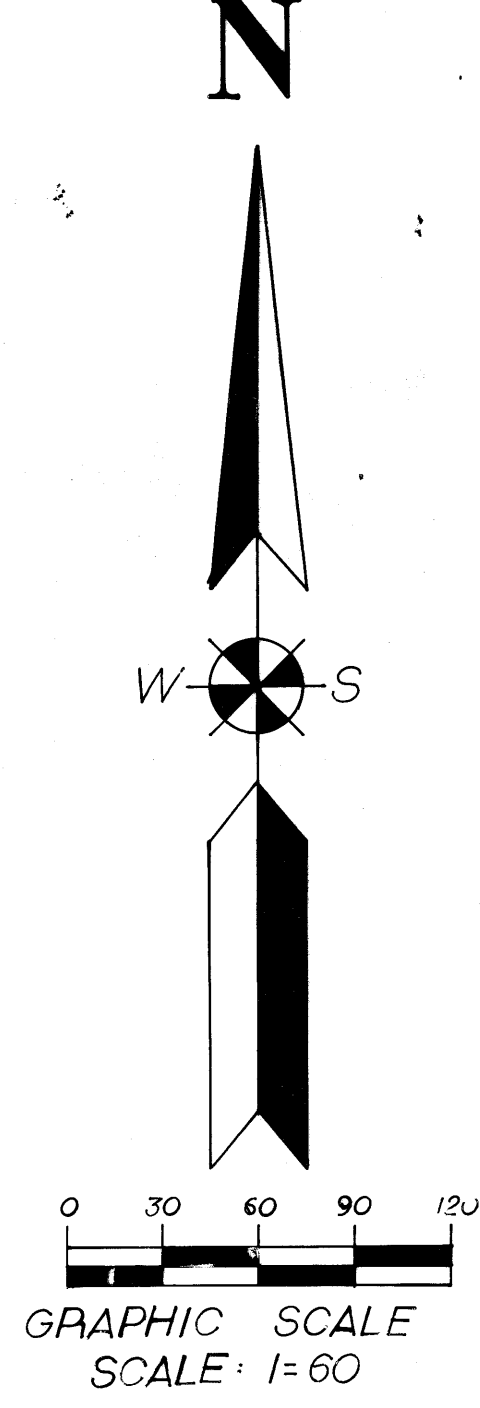


PLAT BK. 24, PG. 33

* Vacate Easement
Per. O.R. BK. 1291, Pg. 513



LOCATION SKETCH
SCALE: 1" = 3300'



LOOKOUT POINT

BEING A REPLAT OF TRACT 'D' LAKE JOSEPHINE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4 AT PAGE 60 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. SECTION 33, TOWNSHIP 35 SOUTH, RANGE 29 EAST.

DESCRIPTION

A PORTION OF TRACT 'D' LAKE JOSEPHINE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 4 AT PAGE 60 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA; THENCE N. 0° 02' 14" E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 FOR A DISTANCE OF 282.43 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING FOR ITS ELEMENTS A RADIUS OF 25.0 FEET AND A CENTRAL ANGLE OF 83° 49' 32"; THENCE ALONG SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 36.57 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 635.65 FEET A CENTRAL ANGLE OF 22° 22' 48" AND CHORD BEARING OF N. 72° 40' 22" E.; THENCE ALONG SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 248.29 FEET TO A POINT OF TANGENCY; THENCE N. 61° 28' 58" E. FOR A DISTANCE OF 463.89 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 450.45 FEET AND A CENTRAL ANGLE OF 19° 02' 42"; THENCE ALONG SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 149.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING FOR ITS ELEMENTS A RADIUS OF 25.0 FEET AND A CENTRAL ANGLE OF 137° 55' 44"; THENCE ALONG SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 60.18 FEET TO THE POINT OF TANGENCY; THENCE S. 0° 22' 00" W. FOR A DISTANCE OF 147.27 FEET TO A POINT; THENCE S. 61° 28' 58" W. FOR A DISTANCE OF 569.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING FOR ITS ELEMENTS A RADIUS OF 775.65 FEET A CENTRAL ANGLE OF 14° 40' 32" AND A CHORD BEARING OF S. 68° 49' 14" W.; THENCE ALONG SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 198.67 FEET TO A POINT; THENCE S. 0° 02' 14" W. ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE FOR A DISTANCE OF 184.04 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE S. 89° 08' 03" W. ALONG THE SOUTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 140.02 FEET TO THE POINT OF BEGINNING; CONTAINING 3.5579 ACRES MORE OR LESS.

NOTES

- INDICATES PERMANENT REFERENCE MONUMENTS (PRM's).
- BEARINGS TAKEN FROM ASSUMED MERIDIAN.
- 15' DRAINAGE EASEMENT.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA, SS I, KNOW ALL MEN BY THESE PRESENTS, THAT DR. JOHN MORGAN, COUNTY OF HIGHLANDS AND KARIN DAGMAR MORGAN THE OWNERS OF THE PROPERTY ENTITLED "LOOKOUT POINT" HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND MAPPED AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC THE ROADS AND EASEMENTS AS SHOWN HEREON PROVIDED SUCH ROADS AND EASEMENTS SHALL REVERT TO THE OWNERS OR THEIR SUCCESSORS IN THE EVENT SUCH ROADS AND EASEMENTS ARE VACATED, ABANDONED OR OTHERWISE CEASE TO BE USED AS PUBLIC THOROUGHFARES OR ARE DISCONTINUED BY LAW.

WITNESS TO BOTH
William K. Aliff
WITNESS TO BOTH

DR. JOHN MORGAN
KARIN DAGMAR MORGAN

ACKNOWLEDGEMENT

STATE OF FLORIDA, SS I HEREBY CERTIFY THAT BEFORE ME THIS DAY PERSONALLY APPEARED COUNTY OF HIGHLANDS OR JOHN MORGAN AND KARIN DAGMAR MORGAN WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THIS 28th DAY OF November AD 1984.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE: Diana Aliff
NOTARY PUBLIC
MY COMMISSION EXPIRES April 24, 1988

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA, SS THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA HAS OFFICIALLY APPROVED THIS PLAT OF "LOOKOUT POINT" THIS 8th DAY OF January AD 1985.

SIGNED: Chairman of the Board
ATTEST: Clerk of the Board (SEAL)

CERTIFICATE OF CLERK

STATE OF FLORIDA, SS I, EARL RICH, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "LOOKOUT POINT" AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORD OF MAPS AND PLATS AND THIS DAY FILED THE SAME FOR RECORD IN BOOK 14 OF PLATS AT PAGE 33 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA THIS 16th DAY OF January AD 1985.

Earl Rich
CLERK OF THE CIRCUIT COURT (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

PLAT NAME: "LOOKOUT POINT"
THIS IS TO CERTIFY THAT THE ABOVE CAPTIONED PLAT HAS BEEN EXAMINED AND APPROVED BY ME.

COUNTY ATTORNEY HIGHLANDS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

PLAT NAME: "LOOKOUT POINT"
THIS IS TO CERTIFY THAT THE ABOVE CAPTIONED PLAT HAS BEEN EXAMINED AND APPROVED BY ME.

COUNTY ENGINEER HIGHLANDS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING DIRECTOR

THIS IS TO CERTIFY THAT ON 1/13/85 THE HIGHLANDS COUNTY PLANNING AND ZONING DIRECTOR APPROVED THE ABOVE CAPTIONED PLAT.

SIGNED: PLANNING AND ZONING DIRECTOR

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA, SS I HEREBY CERTIFY THAT THIS PLAT ENTITLED "LOOKOUT POINT" COMPRISING COUNTY OF HIGHLANDS ONE SHEET IS A TRUE AND CORRECT REPRESENTATION OF A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND THAT IT COMPLIES WITH THE DEPARTMENT OF PROFESSIONAL REGULATION BOARD OF LAND SURVEYORS MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS DEFINED IN CHAPTER 21 HH-6 FLORIDA ADMINISTRATIVE CODE. I ALSO CERTIFY THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177 FLORIDA STATUTES. ALL LOTS MEET OR EXCEED THE MINIMUM REQUIRED SQUARE FOOTAGE.

A. AND W. LAND SURVEYING SERVICES, INC.
PO Box 524
LAKE PLACID, FLORIDA 33852
813-465-4446

William K. Aliff
WILLIAM K. ALIFF
REGISTERED LAND SURVEYOR No. 4047
STATE OF FLORIDA

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easements 2/18/25

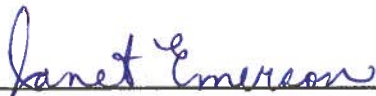
STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

January 15, 2025, January 22, 2025

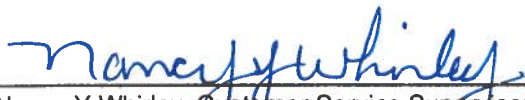
Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:



Janet Emerson

Sworn to and subscribed before me this 22nd day of January 2025 by Janet Emerson, who is personally known to me.



Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00030727 00174756

RIDER & THOMPSON, P.A. (HNS Legals)
13 N OAK AVENUE
LAKE PLACID, FL 33852



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

PUBLIC NOTICE OF INTENTION
TO APPLY TO THE
BOARD OF
COUNTY COMMISSIONERS
TO VACATE EASEMENTS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Gary S. and Pamela Demarest will, on the 18th day of February 2025, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the County will vacate the drainage easements described below and renounce and disclaim any rights of the County and the public in and to the easements. The easements are described as:

THE WEST 7.5 FEET OF LOT 5 AND THE EAST 7.5 FEET OF LOT 6, EXCEPT FOR THE NORTHERN 10 FEET AND THE SOUTHERN 10 FEET OF THE SAME, OF LOOKOUT POINT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 33, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FL.

Parcel ID: C-33-35-29-100-0000-0050

SITE ADDRESS: 1389 Lake Josephine Dr., Sebring, FL 33875

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Sherri Bennett, ADA Coordinator at: 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandssfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
Arlene Tuck, CHAIRMAN
ATTEST: Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Jan. 15, 22, 2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: James K. Duppenthaler, Fire Chief

SUBJECT/TITLE: Request adoption of the Emergency Burn Ban Ordinance 24-25-06 pursuant to Florida Statutes, Section 125.66

STATEMENT OF ISSUE

The Florida Department of Agriculture and Consumer Services, Florida Forest Service, Sebring forestry Station Area Supervisor has informed the Highlands County Fire Chief that a recent reading of the Keetch Byran Drought Index, (KBDI), which is used for estimating dryness of soil and duff layers, rates Highlands County as exceeding 500 on a scale of 0-800. Drought conditions are conducive to wildfires and hazardous weather and atmospheric surrounding point toward drought conditions into the foreseeable future in Highlands County and wildfire risk increases each day without rain: thus, warranting the implementation of Ordinance 24-25-06.

RECOMMENDED ACTION

Move to adopt Emergency Burn Ban Ordinance 24-25-06 pursuant to Florida Statutes, Section 125.66.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Emergency Burn Ban Ord 24.25.06_ Feb 2025.SGS.pdf](#)

ORDINANCE NO. 24-25-06

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE EMERGENCY DECLARATION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL AND APPLICABILITY OF EMERGENCY BURN BAN, EXCEPTIONS AND PENALTIES; PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, Section 1 and Florida Statutes, Section 125.01, a County possesses the authority to conduct County government and, among other matters, the prerogative to adopt ordinances necessary to exercise of its powers and to prescribe penalties for violations of such ordinances; and

WHEREAS, Florida Statutes, Section 125.66, confers upon the County, the ability to adopt an emergency ordinance at any regular meeting with a waiver of the standard notices requirements provided the ordinance declares that an emergency exists, that immediate enactment is necessary and the ordinance is enacted by four-fifths vote of the membership of the Board of County Commissioners; and

WHEREAS, the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Sebring Forestry Station Area Supervisor has informed the Highlands County Fire Chief that a recent reading of the Keetch Byran Drought Index (KBDI), which is used for estimating dryness of soil and duff layers, rates Highlands County as exceeding 500 on a scale of 0 – 800; and

WHEREAS, drought conditions are conducive to wildfires; and

WHEREAS, hazardous weather and atmospheric surroundings point toward drought conditions into the foreseeable future in Highlands County; and

WHEREAS, wildfire risk increases each day without rain; thus, warranting the implementation of an emergency burn ban; and

WHEREAS, based on the information presented by the Florida Forest Service and the Highlands County Fire Chief, the County has determined that an emergency exists and that immediate enactment of this Ordinance is necessary in order to address the emergency condition in Highlands County.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL AND APPLICABILITY OF BURN BAN, EXCEPTIONS, AND PENALTIES.

A. *Prohibitions.* Due to the current emergency, fire hazard conditions in Highlands County, from the Effective Date hereof until sunset or repeal in accordance herewith, there shall be a burn ban in effect and all outdoor burning of yard trash, grass, vegetation, lumber, trees, household paper products, and/or debris is prohibited. All bonfires, campfires, warming fires, fires in outdoor fireplaces, outdoor pyrotechnic displays and open cooking fires are also prohibited.

B. *Applicability.* *This burn ban shall apply in all areas of Highlands County; however, to the extent a municipality within Highlands County has an ordinance or charter provision in effect which conflicts with the provisions hereof, the regulation of said municipality shall prevail in the jurisdictional boundaries of the municipality.*

C. *Exceptions.*

1. Cooking food exclusively within a contained gas or charcoal grill.
2. Activities authorized by the Florida Forest Services.

D. *Penalties.* Any person who refuses to comply with or violates the provisions of this burn ban shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed sixty (60) days in a county jail or both.

SECTION 3. PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN.

A. The emergency burn ban approved by this Ordinance shall automatically sunset 30 days after the Effective Date hereof unless extended or terminated sooner in accordance herewith.

B. After consultation with the Florida Forest Service and the Fire Chief determines that the burn ban can be lifted, the Fire Chief shall issue a formal notice of termination of the burn ban placed into effect pursuant to this Ordinance.

C. The burn ban may be extended by amendment to this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the emergency burn ban, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE AND DIRECTIONS TO THE CLERK. Pursuant to Florida Statutes, Section 125.66(4), this Emergency Ordinance shall be transmitted by email to the Department of State, as well as the Florida Forest Service area supervisor(s) and shall be deemed filed and shall take effect immediately upon acceptance and email confirmation by the Department of State.

DONE AND ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

(SEAL)

ATTEST

By: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request direction on the construction of the Wildflower Rd extension connecting Placid Lakes to Leisure Lakes

STATEMENT OF ISSUE

The roadway extension connecting Placid Lakes and Leisure Lakes has been discussed at various times regarding connectivity needs and overall improvement of our transportation system. Attempts have been made to attain Grant funding for this roadway segment, but have not materialized. Recent discussion involving Grant funding have been negative and currently we see no opportunity except to utilize County funding for the construction. The right-of-way has been purchased and it is our opinion that this project can only move forward with an internal decision to provide construction dollars from our allotted programmed funding. We are requesting direction on utilizing a portion of the FY 2025-2026 programmed CFS funding for construction to be completed by County personnel.

RECOMMENDED ACTION

Provide direction on the construction of the Wildflower Rd extension connecting Placid Lakes to Leisure Lakes

FISCAL IMPACT

Estimated Fiscal Impact of \$640,000 from the Road Construction CFS Infrastructure Surtax (Fund 151) programmed funding for Fiscal Year 2025-2026.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: J.D. Langford, P.E., Assistant County Administrator

SUBJECT/TITLE:
Request to approve and rank two (2) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2030-2031 Five Year Work Program.

STATEMENT OF ISSUE

Attached for your review, approval and ranking are two (2) FDOT Grant Applications for various projects being submitted to FDOT for the FY 2030-2031 FDOT Five Year Work Program. These applications consist of two (2) Small County Outreach Program (SCOP) projects. The attached list which includes: the project name, the location, a brief description, current road condition index, and estimated cost of two (2) SCOP projects to be submitted to FDOT by March 14, 2025, for the FY 2030-2031 Five Year Work Program.

RECOMMENDED ACTION

Move to approve and rank two (2) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2030-2031 Five Year Work Program.

FISCAL IMPACT

The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2030-2031 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% fund match for some applications.

Attachments: [2025 FDOT_ District 1 Projects Ranking List - Working Spreadsheet 02.05.2025.xlsx](#)

SCOP Applications for Submitted in 2025

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Projected Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	SCOP	Sheppard Rd	CR 731 to Paved Section of Sheppard	Pave a 2.99 mile (15787 feet) section of existing shell roadway		24	-1			\$ -	
2	SCOP	NW Josephine	Grand Concourse to Lake Josephine Dr	Pave a 0.35 mile (1,850 feet) section of existing shell roadway		24	-1			\$ -	

Combined Totals:

Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding
\$ -	\$ -	\$ -

SCOP Applications for Submittal in 2024

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Projected Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	SCOP	Lake Josephine Dr	Orange Blossom Blvd to Payne Rd	Reconstruct and widen existing roadway, and add paved shoulders, re-stripe, and add/upgrade pavement markings, signage, & existing cross slope	2356	57	32	\$ 2,190,050.00	0	\$ 2,190,050.00	1
4	SCOP	Cowboy Way	SR 17 N to Panther Parkway	Pave a 0.77 mile (4065 feet) section of existing shell roadway	N/A	24	-1	\$ 1,370,089.29		\$ 1,370,089.29	4
2	SCOP	Sheppard Rd	CR 731 to Paved Section of Sheppard	Pave a 2.99 mile (15787 feet) section of existing shell roadway	N/A	24	-1	\$ 2,940,192.20		\$ 2,940,192.20	2
3	SCOP	NW Josephine	Grand Concourse to Lake Josephine Dr	Pave a 0.35 mile (1,850 feet) section of existing shell roadway	N/A	24	-1	\$ 836,215.82		\$ 836,215.82	3
Total:								\$ 7,336,547.31	\$ -	\$ 7,336,547.31	

SCRAP Applications for Submittal in 2024

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Projected Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	SCRAP	CR-731	Clubhouse Rd to Fisheating Creek	Mill/Resurface 2.60 miles	600	60	35	\$ 2,185,318.30	\$ -	\$ 2,185,318.30	1
4	SCRAP	W Interlake Blvd	Catfish Creek Rd to the circle	Mill/Resurface 0.79 mies	5,100	70	45	\$ 1,059,809.15	\$ -	\$ 1,059,809.15	4
3	SCRAP	Memorial Dr	Sebring Parkway north to Manatee Dr	Mill/Resurface 2.26 miles	5,231	67	42	\$ 1,654,841.91	\$ -	\$ 1,654,841.91	3
2	SCRAP	Desoto City Rd	Desoto Rd to Lunsford Rd	Mill/Resurface 1.78 miles	N/A	65/70	40/45	\$ 1,314,201.53	\$ -	\$ 1,314,201.53	2
Total:								\$ 6,214,170.89	\$ -	\$ 6,214,170.89	

Additional Projects - 2024 Applications (Not Included in Ranking, Ranked by HRTPO or FDOT Only)

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Projected Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
HRTPO	CM	SR 66/Burkett Ave Right Turn Lane	SR 66 westbound turning onto Burkett Ave	Add a right turn lane	0	State/66 - Burkett	State/66 - Burkett	\$ 845,848.00	\$ -	\$ 845,848.00	HRTPO
HRTPO	CM	US 27/Ryant Blvd Turn Lane	US 27 southbound turning onto Ryant Blvd	Add a right turn lane and some drainage improvements	0	State/City Rd	State/City Rd	\$ 845,848.00	\$ -	\$ 845,848.00	HRTPO
HRTPO	CM	Hammock Rd/US 27 Turn Lane	Hammock Rd turning tight onto US 27	Add an additional right turn lane on Hammock Rd	0	95	70	\$ 805,632.00	\$ -	\$ 805,632.00	HRTPO
HRTPO	CM	Sparta Rd Intersection	Sparta Rd Intersection onto US 27	Add additional turn lanes on Sparta Rd	3,000	70	50	\$ 3,500,000.00	\$ 2,000,000.00	\$ 1,500,000.00	HRTPO
Total:								\$ 5,997,328.00	\$ 2,000,000.00	\$ 3,997,328.00	

Additional Projects - 2024 Applications (Not Included in Ranking, Ranked by HRTPO or FDOT Only)

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Projected Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING	Proposed Maint Cost
1	CIGP	Wildflower Street Extension	Lake Crews Ave S to Catfish Creek Rd	Extend Wildflower St. south from Lake Crews Ave to Catfish Creek Rd for approximately approximately 1.26 miles (6,652.8 LF) to provide a direct, continuous access to improve emergency response time.	0	0	0	\$ 3,300,913.98	\$ 825,231.00	\$ 2,475,685.00	HRTPO	
Total:								\$ 3,300,913.98	\$ 825,231.00	\$ 2,475,685.00		

Combined Totals:

Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding
\$ 22,848,960.18	\$ 2,825,231.00	\$ 20,023,731.20

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Feb 18, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of February 12, 2025.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal Long Range Update \(02.12.25\).SGS.docx](#)

LONG RANGE ATTORNEY LOG

***Bolded/underlined language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, <u>and the travel policy</u> in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	Last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) Resolutions: Avon Park – Res. 2024-04 (initiating), adopted June 24, 2024 Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	Meetings have been scheduled for February 11, 2025, March 17, 2025 and April 22, 2025. <u>We had a very productive meet in February. The cities will establish their individual service area boundaries to make sure that there is not any overlap. We made some real headway on annexation and enclaves. In addition to cleaning up the enclave areas for the more efficient provision of government services, we also discussed the takeover of roads which are wholly within the enclave areas. We will discuss roads in general at our next meeting and plan to start our best approach for establishing the joint planning area for each of the city and the application of codes therein.</u>

Matter	Notes
Revisions to organization of Advisory Board and Committees	The first committee Ordinance (RPAC) revision has been drafted and we are putting the final touches on it now to come before the Board at the March 4, 2025 meeting. The remaining committee revision Ordinances/Resolutions will come before the Board over the next few months thereafter.
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	Legal Department staff has started the task of removing procedures from our existing Policy and is working with Purchasing on revising the Purchasing Manual.
Camping/Sleeping on Public Property Panhandling	The parties will continue to work together to bring a proposed Ordinance to the Board for approval.
TDC Grant Agreements	Revise form Grant Agreements to better address issues TDC is experiencing with event promoters
Opioid Settlement Funds	The County Attorney's Office continues to work with Administration, Community Programs, and Business Services regarding the allocation and implementation of the next round of opioid settlement funds. In addition, we have continued to work with Central Florida Health Behavioral Network to discuss the CORE Initiative that is being proposed in Highlands County (an additional amount of money that can be utilized as part of the Opioid Settlement funds.
Court Administration Interlocal Agreement	Recently it was determined that we have some employee overlap in Court Administration wherein the employees are considered as County Employees for payroll and other purposes; however, they are wholly managed by Court Administration. We are working on an Agreement with Court Administration in order to better manage the liability and practical day to day operations associated with these employees.
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. <u>The County Attorney's Office is currently working with County Administration to explore the possibility of reimplementing the local business tax in Highlands County (formerly known as the occupational license tax).</u>
Solid Waste Franchise Agreement	The County Attorney's Office continues to work with County staff and Florida Waste Solutions, LLC, to ensure a smooth transition and to draft any additional revisions to the Franchise Hauler Agreement which are necessary to address issues being caught in the transition or to improve the processes.
Facility Use Agreement	The County Attorney's Office is working with County Staff to revise the current Facility Use Agreement.
<u>Code of Ordinances</u>	<u>The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months. We are also looking at the references to specific titles of department directors throughout the Code (some of which no longer exist). We will ultimately replace all authority under the Code as resting with the County Administrator or designee rather than to a particular department head title.</u>

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER: JD Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Notification of modified Interim Construction Inspector/Project Manager position under Engineering.

STATEMENT OF ISSUE

On December 17, 2024, the Board approved a new Interim Construction Inspector/Project Manager position. The intention of this position is for it to be a part-time position to assist the other project managers through the completion of multiple Federally funded grant projects. It was realized after the fact that the Statement of Issue incorrectly stated, "or until a new Full-time Construction Inspector/Project Manager is hired". This statement should have stated, "or until services are no longer warranted". This position is necessary to continue in addition to the Project Manager Construction Inspector position being filled.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 18, 2025

PRESENTER:

SUBJECT/TITLE: Board payables from February 18, 2025, through March 3, 2025

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT