HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 16, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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 Highlands Soil & Water Conservation District will meet on Tuesday, April 16, 2024, at 3:00 p.m., in the HSWCD Conference Room, 4505 George Blvd., Sebring

The Children's Services Council will hold a General Body Meeting on Wednesday, April 17, 2024, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, April 17, 2024 in Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Historic Preservation Commission will l hold a regular meeting on Thursday, April 25, 2024, at 2:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing the week of April 14-20, 2024 as Public Safety Telecommunicators Week.*
Paul Blackman, Highlands County Sherriff
There is no fiscal impact.
Telecommunicator Proclamation 2024.doc

6.B *Request approval of a Proclamation recognizing the Month of April as "Records and Information Management Month".*
Gloria Rybinski, Records Manager, RMLO, MPIO
There is no fiscal impact.
2024_Records_Mgmt_Proclamation.sgs.doc

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request authorization to terminate the Agreement with Parker, Mudgett, Smith Architects, Inc. for Professional Services for Special Needs Shelter, effective thirty (30) days from today, and authorization for the County Administrator to take necessary action(s) to effectuate said termination.*
Tiffany Gunn, Capital Projects Manager
There is no fiscal impact.
Special Needs Shelter Termination Letter.docx
Professional Services Agreement.Parker Mudgett.SGS - PMSA signed 08Aug2023
Agenda 4-16-2024.pdf

8.B *Request approval of the Ajax Building Company, LLC CMAR agreement for the Jail Expansion Project for Design and Pre-Construction cost as outlined in article 8 of the agreement.*
Tiffany Gunn, Capital Projects Manager
Brandon Gunn, Parks and Facilities Director
The fiscal impact is $103,284.00 of allocated funds which budgeted in project #21064 (County Jail Facility/Expansion.
22-010 CMAR.Ajax Building CompanyJail Expansion.SGSFinal (2024.03.27).pdf

8.C *Request adoption of Resolution 23-24-101 for Budget Amendment 23-24-089 to transfer FL Boating Improvement Funds to Project 19044 (Fishing Tournament Facility Improvements) to complete the Istokpoga Park parking lot expansion project.*
Reagan Fultz, Tourism Development Coordinator
The fiscal impact is an increase to Fund 143 (FL Boating improvement) and Fund 152 (Tourist Development) of $40,000.00, each and being appropriated in Cost Center 5306, Project 19044, 56300Z (Project Improvements).
23-24-089 Proj 19044 Fishing Tourn. Fac. Imp. Xfer fm Fd 143 (BA).pdf
23-24-089R Proj 19044 Fishing Tournament Fac Imp (Resolution).pdf

8.D *Request approval of Budget Amendment 23-24-084 to reallocate funds to cover the cost of software Placer.Ai.*
Leah Sauls, Development Services Director.
There is no fiscal impact as this budget amendment is merely moving funds from one account into subscriptions across multiple cost centers totaling $33,000.
23-24-084 Placer.AI Subscription Funding (BA).pdf

8.E *Request approval of Budget Amendment 23-24-082 to transfer funds from the Lake Placid Fuel Station project to the Sebring Fuel Station project.*
Tiffany Gunn, Capital Projects Manager
Fiscal impact is a decrease in Fund 151 (Infrastructure Surtax) of $157,000.00 from project #23051 (Lk Placid Fuel Station), account #56300Z (Project Improvements) and an increase in Fund 151 of $157,000.00 to project #21112 (New Sebring Fuel Station), account #56300Z for a net change of $0.00.
23-24-082 Xfer Proj 23051 LP Fuel Station to Proj 21112 Sebr Fuel Station (BA).pdf

8.F *Request adoption of Resolution 22-23-99 for Budget Amendment 23-24-086 and to transfer funds from Library Outreach, project # 20079 to CAC Facility Improvements, project #17041.*
Tiffany Gunn, Capital Projects Manager
Fiscal impact is transfer of $101,439.77 in Fund 005 (General) project #20079 (HC Library Outreach) from the following accounts: $2,000.00 / 54600Z, $1,360.00 / 54700Z,

$9,343.83 / 55200Z, $78,596.32 / 56400Z, $10,139.62 / 56600Z and an increase in Fund 005 of $101,439.77 to project #17041 (CAC Facility Improvements), account #56200Z for a net change of $0.00.

23-24-086 Xfer Proj 200798 Library Outreach to Proj 17041 CAC Fac. Improvements (BA).pdf

23-24-086R Xfer Proj 200798 Library Outreach to Proj 17041 CAC Fac. Improvements (Resolution).pdf

8.G *Request approval of Budget Amendment 23-24-085 to reallocate funds within Fund 401 Solid Waste for the purchase of a Canopy for the Automated Fueling Station located at the Highlands County Landfill*

Clinton Howerton Jr., P.E., CPM Critical Infrastructure Director

There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as the funds were budgeted within the Adopted FY 23-24 Budget. This budget Amendment is simply reallocating funds from revenue account 3999100 (Fund Balance Brought Forward) and expenditure account 55200 (Operating Supplies) in cost center 4210 (Refuse Disposal System) in the amount of $45,000.00 to project 15030 (Automated Fueling Station), revenue account 3999100Z (Project Fund Balance Forward) and expenditure account 56301Z (Project Capital Infrastructure) in the amount of $45,000.00 for a net fiscal impact of $0.00.

23-24-085 Project 15030 SW Fuel Island Canopy (BA).pdf

23-24-085R Project 15030 Fuel Island Canopy (Resolution).pdf

8.H *Request Approval for Budget Amendment 23-24-083 to realign accounts to provide for SHIP program expenses.*

Lucy Castillo, Housing Programs Coordinator,

There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is realigning $67,700.00 in cost center 5367 (SHIP Program) from account 54909Z (Project Down Payment Assistance) and account 54935Z (Project Emergency Home Repair) in the amounts of $57,700 and $10,000, respectively, into account 54910Z (Project Rehabilitation).

23-24-083 Project 20366 SHIP Realignment II (BA).pdf

8.I *Request adoption of Resolution 23-24-87 for Budget Amendment 23-24-076 to appropriate VOCA (Victims of Crime Act) grant funds awarded.*

Gail T. Werley, Children's Advocacy Center Manager

The fiscal impact is an increase to 005 (General Fund) Cost Center 3995 (Children's Advocacy Center) Project 23044 in the amount of $47,605.89.

23-24-076 Project 23044 VOCA 23-24 (CAC) (BA).pdf

23-24-076R Project 23044 VOCA 23-24 (CAC) (Resolution).pdf

CAC 23 VOCA Highlands County.pdf

8.J *Request to change the Housing Coordinator position to Housing Program Manager, increase the Pay Grade to 115, and modify the job description.*

Ingra Gardner, Director of Community Programs

There is no fiscal impact to Fund 005 (General). However, there is an impact of at least a $3,322.88 in salary plus benefits in Fund 166 (SHIP) with the position change (bottom of Pay Grade 115 to the top of Pay Grade 107).

Housing Program Manager () 04.04.2024.pdf

8.K *Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities*
Tanya Cannady, Business Services Director
There is a fiscal impact to Fund 005 (General) of $125,000 for the Town of Lake Placid Recreation Interlocal Agreement that was approved in the Adopted Budget for FY 23/24 to be reimbursed from Cost Center 6101 (Recreation), Account # 54915 (Lake Placid).
LP Rec Interlocal FY24 4.16.24 updated.pdf

8.L *Request approval of the Affordable Housing Advisory Committee's (AHAC) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.*
Ingra Gardner, Director of Community Programs
The Fiscal Impact of submitting the Housing Incentives Review and Recommendation Report to the Florida Housing Finance Corporation will ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocations.
Incentive Strategy Report 2023_surplus housing list.pdf

8.M *Request approval of the minutes from the February 6 and 20, 2024 and March 5, and 19, 2024 Regular Meetings of the Board.*
020624REG.pdf
022024REG.pdf
030524REG.pdf
031924REG.pdf

8.N *Request adoption of Resolution 23-24-92 for Budget Amendment 23-24-080 to appropriate additional R&B Equipment funding for an emergency purchase of an excavator.*
Jonathan Harrison, R&B Director
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $236,070.00 to be appropriated in cost center 4102A (Transportation Projects), account 56400Z (Project Equipment), Project 23006 (R&B Equipment).
23-24-080 Proj 23006 R&B Equipment_Add'l Funding_Excavator (BA).pdf
23-24-080R Proj 23006 R&B Equipment_Add'l Funding_Excavator (Resolution).pdf

8.O *Request approval of Budget Amendment 23-24-081 to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.*
Paul Blackman, Sheriff
There is no fiscal impact to the General Fund (005) or the overall budget. This budget amendment is realigning $20,356.91 within the Sheriff's cost centers 3101 (Sheriff - 005) and 3323 (Detention & Corrections).
23-24-081 Realign Sheriff's Budget to Board (BA).pdf

8.P *Request adoption of Resolution 23-24-100 for Budget Amendment 23-24-087 to transfer SHIP funds for the remodeling on 618 S. Commerce Ave. Housing's Office.*
Lucy Castillo, Housing Programs Coordinator
There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is transferring a total of $26,925.67 from Project 22366 SHIP Phase 31 to Project 23075 SHIP Remodel, for 618 S. Commerce Ave. SHIP/Housing Office.

23-24-087R Project 23075 SHIP Office Remodel (Resolution).pdf
23-24-087 Proj 23075 SHIP Office Remodel (BA).pdf

8.Q *Request to approve Budget Amendment 23-24-071 to realign funds for temporary staffing in Facilities Management.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is a decrease of $12,000.00 to account 51200 (Regular Salaries & Wages) and increase to account 53400 (Contractual Services) for the same amount within Fund 005 (General), cost center 2673 (Facilities Management) for a net fiscal impact of $0.00.
23-24-071 Facilities Mgmt Realign Expenditures.pdf

8.R *Request approval of Budget Amendment 23-24-066 to realign funds in Project 21113, Countywide Generator Evaluation.*
Brandon Gunn, Parks and Facilities Director
There is no net fiscal impact as the $244,400.00 is being realigned from cost center 3322 County Jail account 56400Z Project Equipment to cost center 2672 Facilities Management account 53100Z Project Professional Services.
23-24-066 Proj 21113 Countywide Generator Assessment (BA).pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider transmittal of Large Scale Plan Amendment CPA-24-631LS amending the Future Land Use Element of the Highlands County 2030 Comprehensive Plan to the Florida Department of Commerce and review agencies for expedited state review.*
Cyndie Kramer, Planning and Zoning Manager
There is no fiscal impact.
CPA-24-631LS Staff Report for BCC.pdf
CPA-24-631LS Application.pdf
CPA-24-631LS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).*
Cyndie Kramer, Planning and Zoning Manager
There is no fiscal impact.
P&Z 2148 Staff Report for BCC.pdf
P&Z 2148 Application.pdf
P&Z 2148 Resolution.sgs.pdf

10.C *Public hearing to consider adoption of the Small Scale Comprehensive Plan Future Land Use Map Amendment CPA-24-636SS, for approximately 4.79 acres, from Low Density Residential (RL) to Agriculture (AG).*
Cyndie Kramer, Planning and Zoning Manager
There is no fiscal impact.

CPA-24-636SS Staff Report for BCC.pdf
CPA-24-636SS Application.pdf
CPA-24-636SS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2155, changing the Official Zoning Atlas for approximately 4.79- acres from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).*
Cyndie Kramer, Planning and Zoning Manager
There is no fiscal impact.
P&Z 2155 Staff Report for BCC.pdf
P&Z 2155 Application.pdf
P&Z 2155 Resolution.sgs.pdf

10.E *Public hearing to consider adoption of P&Z Hearing No. 2156, changing the Official Zoning Atlas for an approximate 1.45-acre parcel, from Agricultural District with a Conditional Use (AU CU) to Residential District (R-1).*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
P&Z 2156 Resolution.pdf
Staff Report P&Z 2156 for BCC Gilde.pdf
P&Z 2156 Application.pdf

11 ACTION AGENDA

11.A *Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc.*
Lucy Castillo, Housing Coordinator
There is no fiscal impact.
Amendment1.LURA.Willie Downs.SGS_FINAL.pdf

11.B *Request approval of Kimley Horn CSA 3, 20-024, for Architectural, and Structural, Mechanical, Electrical, and Plumbing Services for the Sebring Fuel Site.*
Tiffany Gunn, Capital Projects Manager
Mitch Thomas, Project Manager
Tanya Cannady, Business Services Director
The fiscal impact of $259,394.97 is currently budgeted in Fund 151 (Infrastructure Surtax), cost center 4102A, account 56300Z (Project Improvements).
Talking points Highlands County Fleet Refueling Center.docx
Kimley Horn CSA Sebring Fuel Site Agenda 4-16-2024.pdf

11.C *Request adoption of Resolution No. 23-24-57 to vacate a Drainage Easement at 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852.*
JD Langford, P.E., County Engineer
No Fiscal Impact.
639,641,643,645 Corsica Ave NECorrected 12.15.2023 - Agenda Packet.pdf

11.D *Request adoption of Resolution 23-24-89 to approve a Small County Outreach Program (SCOP)/Small County Road Assistance Program (SCRAP) Agreement for*

the widening and resurfacing of a portion of Lake Josephine Drive, and request adoption of Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate funds to Project Number 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point).
Melony Culpepper, Project Manager
James D. Langford, P.E., County Engineer
The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $2,656,129.00 and will be appropriated in Project 23057 Lake Josephine Drive (Orange Blossom Blvd to east of Sentinel Point).
Lake Josephine Drive Location Map.pdf
Res. 23-24.89.FDOT Project 445073-1-54-0102.pdf
445073-1 Draft State Funded Grant Agreement.pdf
23-24-74 Proj 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) (Resolution).pdf
23-24-060 Proj 23057 Lk Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) (BA).pdf

11.E *Request adoption of Resolution 23-24-90 to approve a Small County Road Assistance Program (SCRAP) Agreement for the resurfacing of a portion of Arbuckle Creek Road, and request adoption of Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate funds to Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).*
Kenya Anderson, Senior Project Manager
James D. Langford, P.E., County Engineer

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $1,733,626.00 and will be appropriated in Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).
23-24-061 Proj 23058 Arbuckle Creek Rd (Bridge to Riverdale) (BA).pdf
23-24-061R Project 23058 Arbuckle Creek Rd (Bridge to Riverdale) (Resolution).pdf
445063-1 Draft State Funded Agreement.pdf
Arbuckle Riverdale Road to Bridge - Location Map.pdf
Res. 23-24.90.FDOT Project 445063-1-54-01.SGS.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.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 *Board payables from to April 2, 2024, to April 15, 2024*

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 Rely 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: April 16, 2024

PRESENTER:	**Paul Blackman, Highlands County Sherriff**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the week of April 14-20, 2024 as Public Safety Telecommunicators Week.**

STATEMENT OF ISSUE

The Week of April 14-20, 2024, celebrates Public Safety Telecommunicators. Public Safety Telecommunicators provide a vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety. Public Safety Telecommunicators in Highlands County, Florida, have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing the week of April 14-20, 2024 as Public Safety Telecommunicators Week.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Telecommunicator Proclamation 2024.doc

HIGHLANDS COUNTY
PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 14 - 20, 2024

WHEREAS, emergencies that require police, fire, or emergency medical services can occur at any time; and

WHEREAS, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property when an emergency occurs; and

WHEREAS, the safety of our law enforcement officers, firefighters, and emergency medical personnel are dependent upon the quality and accuracy of information obtained from citizens by communication with the Highlands County Consolidated Dispatch Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators provide a vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators in Highlands County, Florida, have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, Public Safety Telecommunicators have exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim April 14 - 20, 2024, to be National Public Safety Telecommunicators Week in Highlands County, Florida, in honor of the men and women whose diligence and professionalism keep our community and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Highlands County to be affixed this 16th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairman

(SEAL)
ATTEST:
By: _____
Jerome N. Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Gloria Rybinski, Records Manager, RMLO, MPIO**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the Month of April as "Records and Information Management Month".**

STATEMENT OF ISSUE

Records and Information Management Month was first introduced in 1995 by ARMA International (Association of Records Managers and Administrators) in order to celebrate the importance of Records and Information Management (RIM) professionals and highlight the value they bring to organizations and communities. In its 29th anniversary we would like to recognize April as RIM month and the local professional that dedicate their time to the Records and Information Management profession.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing the Month of April as "Records and information Management Month".

FISCAL IMPACT

There is no fiscal impact.

Attachments: 2024_Records_Mgmt_Proclamation.sgs.doc

PROCLAMATION

Whereas, Records and Information Management Month was first introduced in 1995 by the Association of Records Managers and Administrators International in order to celebrate the importance of Records and Information Management professionals and highlight the value such professionals bring to organizations and communities; and

Whereas, the management of public records, information and data is critical to every government agency for effective and efficient operations and in support of an open, transparent and accountable government; and

Whereas**,** recognizing the importance of records management, in 2010, Highlands County contracted with the John Scott Dailey Institute of Government at Florida State University to produce a Comprehensive Records Management Plan and that same plan is still in place today; and

Whereas, ever evolving technologies have increased the volume of information, and globalization is expanding the complexity of information; therefore, the proper management of information (County records) as an asset is essential; and

Whereas**,** ongoing systematic control of records and information, in conjunction with vigilant oversight by those entrusted with maintaining such records, is crucial for compliance with growing, complex global standards as well as for compliance with federal/state laws.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby proclaim the month of April 2024, in Highlands County to be:

RECORDS AND INFORMATION MANAGEMENT MONTH

Done and adopted this 21st of April 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Kevin J. Roberts, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request authorization to terminate the Agreement with Parker, Mudgett, Smith Architects, Inc. for Professional Services for Special Needs Shelter, effective thirty (30) days from today, and authorization for the County Administrator to take necessary action(s) to effectuate said termination.**

STATEMENT OF ISSUE

On September 7, 2023, the Board approved the Agreement with Parker, Mudgett, Smith, Architects for the Highlands County Special Needs Shelter. The allocated $5,000,000.00 budget was determined to be insufficient for this project with the current needs of the County. Upon termination of this agreement, the project will be closed with the remaining funds (approximately $4.9 million) being reallocated to current, more sustainable projects.

RECOMMENDED ACTION

Move to approve authorization to terminate the Agreement with Parker, Mudgett, Smith Architects, Inc. for Professional Services for Special Needs Shelter, effective thirty (30) days from today, and authorization for the County Administrator to take necessary action(s) to effectuate said termination.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Special Needs Shelter Termination Letter.docx
Professional Services Agreement.Parker Mudgett.SGS - PMSA signed 08Aug2023 Agenda 4-16-2024.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6517 Fax (863) 402-6835 www.highlandsfl.gov

April 16, 2024

DELIVERED VIA CERTIFIED MAIL USPS

Parker Mudgett Smith Architects, Inc.
Attention: W. Jeffrey Mudgett
2136 McGregor Boulevard
Fort Myers, FL 33901

Re: Special Needs Shelter (RFP-23-009-LKD)
Highlands County Agreement dated August 8, 2023 ("Agreement")

Dear Mr. Mudgett:

Please accept this correspondence as formal notice of termination of the above referenced Agreement associated with Parker Mudgett Smith Architects, Inc. for the Special Needs Shelter. In accordance with Article 20.00 - Termination, the County is exercising its right to terminate said Agreement, effective thirty (30) calendar days from the date hereof. As such, effective immediately, please do not perform any further work under the Agreement. The County will pay for any and all completed services in accordance with Exhibit "C", Compensation, to the Agreement. The final invoices should be submitted as soon as possible.

In addition, pursuant to Section 20.03 of the subject Agreement, please promptly deliver all documents, papers, drawings, models or any other materials to which the County has rights by virtue of the Agreement.

Sincerely,

Laurie Hurner
County Administrator

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

AND

PARKER MUDGETT SMITH ARCHITECTS, INC.

FOR

PROFESSIONAL SERVICES FOR
SPECIAL NEEDS SHELTER
PURSUANT TO
RFP-23-009-LKD

TABLE OF CONTENTS

ARTICLE	ITEM	PAGE
1.00	Definitions…….....	3
2.00	Scope of Professional Services…….	5
3.00	Term……...	5
4.00	Obligations of the CONSULTANT……...	5
5.00	Obligations of the COUNTY…….....	8
6.00	Compensation and Method of Payment…….....	8
7.00	Fund Availability……	9
8.00	Time and Schedule of Performance……...	9
9.00	Conflict of Interest…….....	10
10.00	Assignment or Transfer……..	10
11.00	Applicable Law, Venue and Jury Trial……..……...	10
12.00	Waiver of Breach……...	11
13.00	Insurance Coverage……	11
14.00	Duties and Obligations Imposed on the CONSULTANT…….....	13
15.00	Representation of the COUNTY……...	13
16.00	Use of COUNTY Name, Logo and/or Seal ……..	13
17.00	Headings…….....	13
18.00	Ownership of Documents……..	13
19.00	Notices and Address of Record…….	14
20.00	Termination……	14
21.00	Amendments……...	15
22.00	Administrative Provisions……..	15
23.00	Acceptance…….....	15
24.00	Public Entity Crimes……..	15
25.00	Equal Opportunity Employer…….....	15
26.00	Severability…….	15
27.00	Joint Authorship…….....	16
28.00	Auditing, Records and Inspection……..	16
29.00	Public Records ……...	16
30.00	Prohibition Against Contingent Fees…….....	17
31.00	Sovereign Immunity……...	17
32.00	Employment Eligibility Verification (E-Verify)……	17
33.00	Scrutinized Companies……...	18
34.00	Truth in Negotiation……...	18
35.00	Attachments……	18
36.00	American Recovery Plan Act (Federal Requirements)……..	18
….	Exhibit “A” - Project Description and Scope of Professional Services	
….	Exhibit “B” - List of Sub-Consultants	
….	Exhibit “C” - Compensation, Method of Payment and Invoicing	
….	Exhibit “D” - Project Schedule	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Parker Mudgett Smith Architects, Inc., 2136 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY competitively solicited for professional services special needs shelter pursuant to the COUNTY'S Purchasing Policy and RFP-23-009-LKD; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFP-23-009-LKD; and,

WHEREAS, the CONSULTANT has certified to the COUNTY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Highlands County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 "ADDITIONAL SERVICES" - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the COUNTY.

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C", and "D", any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between

the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 "AMENDMENTS" - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 "COUNTY" - County means the Board of County Commissioners of Highlands County, a subdivision of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the COUNTY's behalf, relative to this Agreement.

1.05 "CONSULTANT" - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 "PARTIES" - Reference to the "parties" shall collectively include the COUNTY and the CONSULTANT.

1.07 "PROFESSIONAL SERVICES" - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 "PROJECT MANAGER" - The COUNTY PROJECT MANAGER shall mean the County Administrator, or a designee thereof. The COUNTY PROJECT MANAGER shall be responsible for acting on behalf of the COUNTY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also serve and act on behalf of the COUNTY to provide direct contact and communication between the COUNTY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 "NOTICE OF ACCEPTANCE" - Notice of Acceptance shall mean the written document issued by the COUNTY PROJECT MANAGER to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 "NOTICE TO PROCEED" - A written Notice to Proceed (NTP) will be issued by the COUNTY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

1.11 "SECOND COST" - Second cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the COUNTY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as **Exhibit "A",** as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the COUNTY and shall expire upon completion and acceptance of the tasks set forth in Exhibit "A" as evidenced by a written Notice of Acceptance issued by the COUNTY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Highlands County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) Qualified Personnel - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) CONSULTANT's Project Manager - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional

services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the COUNTY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the COUNTY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the COUNTY's project shall remain assigned to the COUNTY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the COUNTY, in the sole discretion of the COUNTY.

4.03 STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

The CONSULTANT 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 CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT 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 CONSULTANT, 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.

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the COUNTY, any non-public information where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the COUNTY.

4.06 ADDITIONAL SERVICES

The COUNTY may request that CONSULTANT provide and perform additional professional services related to the COUNTY's project, which were either not contemplated by the parties and provided for in Exhibit "A". Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, 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 CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

4.08 USE OF SUB-CONSULTANTS

Sub-consultants and/or sub-contractors shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The COUNTY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants and/or sub-contractors. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those sub-consultants, as set forth in **Exhibit "B"**.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the COUNTY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

4.10 SECOND COST FROM ERRORS OR OMISSIONS

CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the COUNTY as a result of services provided under this Agreement.

ARTICLE 5.00 - OBLIGATIONS OF THE COUNTY

The obligations of the COUNTY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF COUNTY INFORMATION

At the CONSULTANT's request to the COUNTY PROJECT MANAGER, the COUNTY agrees to make available all pertinent information, known by the COUNTY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the COUNTY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the COUNTY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The COUNTY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, upon request by the CONSULTANT to the COUNTY's PROJECT MANAGER, to provide access to COUNTY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the COUNTY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as **Exhibit "C"**

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the COUNTY and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT 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 and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the COUNTY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

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 CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the COUNTY PROJECT MANAGER, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as **Exhibit "D"** as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in

accordance with Exhibit "E", the CONSULTANT shall provide the COUNTY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The COUNTY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the COUNTY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit "E" that are denied by the COUNTY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of the COUNTY and the laws of the State of Florida. 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.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under 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.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT 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:

A. AUTOMOBILE:

i. Combined Single Limit: $300,000 per accident,

OR

ii. Bodily Injury: $300,000 per person,

AND

Property Damage: $100,000 per accident;

B. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

C. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

D. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

E. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) 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:

A. The name of the insured CONTRACTOR,
B. The specified job by name and job number,
C. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
D. Recognizes the Indemnification requirements of this Agreement.
E. The name of the insurer,
F. The number of the policy,
G. The effective date,
H. The termination date,
I. 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.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

(5) 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 hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) 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 secured by CONSULTANT for any of its sub-contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The COUNTY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF COUNTY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the COUNTY'S name, logo and/or seal with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the COUNTY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the COUNTY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the COUNTY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the COUNTY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO COUNTY

All notices to the COUNTY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Board of County Commissioners of Highlands County
Attention: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

19.02 NOTICES BY COUNTY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Parker Mudgett Smith Architects, Inc.
Attention: W. Jeffrey Mudgett
2136 McGregor Boulevard
Fort Myers, Florida 33901

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the COUNTY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONSULTANT 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 CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the COUNTY all documents, papers, drawings, models or any other materials to which the COUNTY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS

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.

ARTICLE 22.00 - ADMINISTRATIVE PROVISIONS

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.

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT 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.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

The CONSULTANT is an Equa1 Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

ARTICLE 26.00 - 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.

ARTICLE 27.00 - 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.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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.

ARTICLE 29.00 - 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
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

(2) CONSULTANT agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the COUNTY to perform the services set forth herein.

B. 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.

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 contract if the CONSULTANT does not transfer the records to the COUNTY.

D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The COUNTY 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 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.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with

Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http: //www.dhs.gov IE-Verify.

ARTICLE 33.00 - SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the COUNTY, without penalty to the COUNTY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the COUNTY determines that the CONSULTANT falsely certified to the COUNTY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the COUNTY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

ARTICLE 35.00 - ATTACHMENTS.

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONSULTANT's response to the COUNTY's solicitation for this Agreement. All such attachments are hereby ratified and if the CONSULTANT 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.

ARTICLE 36.00 – AMERICAN RECOVERY PLAN ACT (FEDERAL REQUIREMENTS)

The CONTRACTOR acknowledges that the subject services are being paid for with American Recovery Plan Act funds and hereby agrees to comply with the following specific Federal requirements and regulations:

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause

(41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F)) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G)) CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322) CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

I. ENERGY EFFICIENCY AND CONSERVATION CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

K. Civil Rights Compliance - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

L. Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services

include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. Domestic Preference As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

N. Affirmative Action Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONSULTANT

PARKER MUDGETT SMITH ARCHITECTS, INC.

Print: W. Jeffrey Mudgett, AIA

Title: President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of W. Jeffrey Mudgett, as President, of Parker Mudgett Smith Architects, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONSULTANT, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 8th day of August, 2023.

JENNIFER SMITH
Stamp/Seal
MY COMMISSION EXPIRES NOVEMBER 7, 2025
#HH 149754
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Smith
NOTARY PUBLIC

Exhibit "A"
Scope of Services

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

Work is broken down into the following specific Tasks.

Task 1: Master Planning
Identification of current and future space needs for all departments within the complex and the creation of an architectural program document that assigns net square footages to each.

Strategic planning and the creation of a master plan document that describes the best approach to building the next building(s) and/or addition(s) on the site. The master plan will reflect the most efficient and cost-effective approach to the facilities that meet the current needs and allows for the efficient development of future phases. The master plan should also protect and enhance the best qualities of your current facilities.

Once the Master Planning and Conceptual Design are complete there will be a much more accurate definition of the scope and cost of the final project. At that point, when the county is ready to move forward, we will prepare a new fee calculation based on the actual scope of work and will subtract all fees billed in the study phase from that number.

Deliverable:
a) Architectural Program; and
b) Conceptual Site Plan prepared in consultation with the Civil Engineer to verify compliance with Highlands County zoning and Land Development regulations

Task 2: Schematic Design Documents
During this Task we will be refining the plans and elevations and noting the work to be done throughout. Structural elements will be examined. Mechanical, electrical, plumbing, fire protection, and roofing systems will be initially designed. This Task has been divided to enable monthly invoicing.

Deliverable:
Draft pdf format Project Manual containing the technical specifications.
Draft pdf format drawing sheets containing floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe the scope of work.

Task 3: Design Development Documents
During this Task Contractor will be further refining the plans and elevations and noting the work to be done throughout. Structural modifications will be resolved. Mechanical, electrical, plumbing, fire protection, and roofing systems will be determined. This Task has been divided to enable monthly invoicing.

Deliverable:
Draft pdf format Project Manual containing the technical specifications.
Draft pdf format drawing sheets containing floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe the scope of work.

Task 4: Construction Documents – to 90% Design
This Task includes the finalization of the documents previously produced. Meetings will be held with the permitting agencies to identify and address their concerns. This Task has been divided to enable monthly invoicing.

Deliverable:
pdf format Project Manual containing the technical specifications.
pdf format and full-size sheets (24" x 36") full set drawings.

Task 5: Final Construction Documents – 100% Design
This Task will incorporate all input from the County reviews and permitting agencies. Final coordination between design disciplines will be completed with final modifications taking place prior to any documents being published. Clear, complete, and easily read contract documents are the single most important tool to get building permits and a good product from your contractor.

Deliverable:
Original electronically signed & sealed Project Manual containing the technical specifications.
Original electronically signed & sealed drawing sets (24" x 36" format)

Task 6: Assistance during Permitting and Bidding
Contractor's role during this Task will be to assist with questions from bidders. A pre-bid meeting will be held that we suggest be made mandatory for all bidders. Questions arising from the meeting, as well as any other questions submitted in writing prior to a predetermined deadline, will be responded to through written minutes of the meeting and/or addenda.

Deliverable:
Attendance at the pre-bid meeting
Written responses to applicable Pre-bid Requests for Information

Task 7: Construction Contract Administration
Contractor and its consultants will review shop drawings, make periodic construction observation visits, help answer any inspectors' questions, approve payment applications, and sign substantial and final completion documents at the end of the project.

<u>Reimbursables</u>
This is less of a Task and more of a budget line item. These funds are to be used for the printing of copies of the physical permit documents, submittal or permit fees, impact fees, and other qualifying and Owner approved project expenses.

Deliverable:
Written receipts for all pre-approved additional expenses incurred by the design team.

Potential Additional Services
Existing Building Evaluation

During this Task the existing shelter facility will be observed and analyzed by all design disciplines. Components and systems will be reviewed and some destructive testing in the form of component removal to access hidden spaces is to be expected. This enables a more complete understanding of the existing conditions.

Deliverable:
Digital pdf copy of the Building Evaluation
Digital original format copies of photos, and similar background documents

Measured Drawings of Existing Conditions
It has been determined that no scaled drawings of the current building exist. This Task will produce scaled floor plans, exterior elevations, roof plans, and miscellaneous interior elevations and details that will be used by all design disciplines as their base sheets. These documents will be the backgrounds for all systems.

Deliverable:
A CAD format of floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe required scope of work Fee.

Architectural Basic Services include Architectural, Structural Engineering, and Mechanical, Electrical, Plumbing, and Fire Protection Engineering. Master Planning is necessary to determine the project scope.

Once the Master Planning and Conceptual Design are complete there will be a much more accurate definition of the scope and cost of the final project. At that point, when the County is ready to move forward, we will prepare a new fee calculation based on the actual scope of work and will subtract all fees billed in the study phase from that number.

Exhibit "B"
Sub-Consultants

TRC Worldwide Engineering
11926 Fairway Lakes Drive
Fort Myers, Florida 33913

OCI Associates, Inc.
9728 Commerce Center Court
Fort Myers, Florida 33908

Polston Engineering, Inc.
2925 Kenilworth Boulevard
Sebring, Florida 33870

Exhibit "C"
Compensation

Task 1: Master Planning $ 18,500

Sub-Total $18,500.00

Architectural Basic Services:
Task 2: Schematic Design Documents $ 42,090

Task 3.1: Design Development Documents – to 50% $ 35,076
Task 3.2: Design Development Documents – to 100% $ 35,076

Task 4.1: Construction Documents – to 30% $ 29,362
Task 4.2: Construction Documents – to 60% $ 29,362
Task 4.3: Construction Documents – to 90% $ 29,362

Task 5: Final Construction Documents – 100% $ 9,721

Task 6: Assistance during Permitting and Bidding $ 13,931

Task 7: Construction Contract Administration $ 56,020

Sub-Total $280,000.00

Reimbursables (NTE) $ 1,500

Sub-Total $ 1,500.00

Required fee elements (sub-consultant fees-services required for project)
Civil Engineering (preliminary) $ 30,000
Civil Engineering (includes final site and drainage) $ 40,000
Landscape Architecture $ 25,080
Survey (includes soil and water) $ 6,000
Mechanical Systems Commissioning $ 24,000

Sub-Total $125,080.00

Fee elements that are Potential Additional Services. Some of these elements may not be required and will be billed as authorized by the County on an as-needed basis
Existing Building Evaluation $ 21,630
Measured Drawings of Existing Conditions $ 16,710
ICC Structural Review $ 22,000
ICC Mechanical Review $ 14,750
Detailed Cost Estimates (at 30%, 90%, and 100% CDs) $ 9,777

Sub-Total $ 84,867.00

Total – All Services $509,947

Invoicing will be at the conclusion of each Task. Task 7 Construction Contract Administration will be invoiced monthly in proportion to the percentage of construction completed.

Exhibit "D"
Schedule

The suggested Project Schedule will be as expeditious yet realistic as possible. Tasks which may be performed simultaneously will be so listed. The schedule may need to be adjusted to provide for holidays, particularly during Owner and Regulatory Agency review periods. Time periods associated with local permitting and other Regulatory Agency review times are not within the control of the design team and are, therefore, estimates. Specific dates are variable.

The CONSULTANT is to begin work on the project upon receipt of the official Notice to Proceed. Final completion of services will be within six hundred sixty (660) calendar days from the Notice to Proceed unless otherwise extended by the COUNTY.

Task	Description	Days
1	Master Planning/Program Verification/Existing Conditions Evaluation	90
2	Schematic Design Documents	60
3.1	Design Development Documents - to 50%	45
3.2	Design Development Documents - to 100%	45
4.1	Construction Documents - to 30%	40
4.2	Construction Documents - to 60%	40
4.3	Construction Documents - to 90%	40
5	Final Construction Documents - 100%	30
6	Assistance During Permitting and Bidding	30
7	Construction Contract Administration	240
	TOTAL	660

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Tiffany Gunn, Capital Projects Manager** **Brandon Gunn, Parks and Facilities Director**
SUBJECT/TITLE:	**Request approval of the Ajax Building Company, LLC CMAR agreement for the Jail Expansion Project for Design and Pre-Construction cost as outlined in article 8 of the agreement.**

STATEMENT OF ISSUE

In November 2021, The Board approved project # 21064, County Jail Masterplan development and first phase construction in the amount of $10,000,000.00. RFP NO: 22-010 Construction Manager at Risk for the Jail Master Plan and Expansion was put out to bid August 2023, Notice of Intent to Award to Ajax Building Company, LLC was posted on September 18, 2023 and approved by County Administrator on October 3, 2023. Ajax Building Company, LLC has 170 days to complete the design and pre-construction phase with a developed a GMP (guaranteed maximum price) and an amendment for the construction phase of the agreement as outlined in Article 7 will come back to the Board for approval after the GMP has been established.

RECOMMENDED ACTION

Move to approve the Ajax Building Company, LLC CMAR agreement for the Jail Expansion Project for Design and Pre-Construction cost as outlined in article 8 of the agreement.

FISCAL IMPACT

The fiscal impact is $103,284.00 of allocated funds which budgeted in project #21064 (County Jail Facility/Expansion.

Attachments: 22-010 CMAR.Ajax Building CompanyJail Expansion.SGSFinal (2024.03.27).pdf

AGREEMENT
Construction Manager at Risk
(*Jail Expansion*)

THIS AGREEMENT made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Owner" or "County" and Ajax Building Company, LLC, 732 Primera Boulevard, Suite 230, Lake Mary, Florida 32746, hereinafter "Construction Manager".

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager 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 Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

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

1.2 Extent of Agreement:

This Agreement for Pre-construction and Construction Management Services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When drawings, specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on

the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 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:

Architect-Engineer - Clemons, Rutherford & Associates, Inc.

Construction Documents - This Agreement, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Ajax Building Company, LLC

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Construction Documents and certified as such by the Owner and Architect.

2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued and completed.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner – Highlands County, a political subdivision of the State of Florida

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Tiffany Gunn, or such other individual designated, in writing, by the County Administrator.

Project - The Project is the total work to be performed under this Agreement. The Project consists of construction of the first phase of the County Jail expansion.

Punch List - List of items of work to be completed 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.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at Ten Million Dollars ($10,000,000.00) including all Architect/Engineering Fees, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any Permitting Authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and

the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Owner's Construction Budget. Requirements of this subsystem include the following submissions at the following phases of the Project:

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of fifty percent (50%) Design Development Documents.

B. Completion of one hundred percent (100%) Design Development Documents.

C. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will

become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon award of contract the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

A. Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect-Engineer. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect-Engineer, in particular, the responsibility of

assuring that the Drawings and Specifications, which are identified in **Exhibit "B"** are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations, the Construction Manager shall promptly notify the Architect and the Owner in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. The Construction Manager shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on

schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

    A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

    B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

    C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction that are set forth in **Exhibit "C"** to this Agreement. The Construction Manager shall not change any of those persons named in **Exhibit "C"** unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of any Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one week-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to

review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments

so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII

$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. The Construction Manager 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 Construction Manager shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. The Construction Manager 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 Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each 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 Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect-Engineer for review and action. The Architect-Engineer shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from each respective Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the Project, but not subject to a Construction Phase Fee, as described in Article 9.1.

9. Job Site Requirements -

A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

4. Provide labor relations management for a harmonious, productive project.

5. Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the Project site, as the Project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a Direct Cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by any Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the Project Schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the Owner and the Architect-Engineer, including information on subcontractor’s work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and all Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect-Engineer's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "D"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor Subcontractors' performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "E"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces and its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer, through the Owner, who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees

Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements. Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy

requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Construction Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Construction Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Construction Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the Highlands County Board of County Commissioners in this Agreement or any Amendment or Change Order to this Agreement. The Highlands County Board of County Commissioners hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permitting documents from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representative(s) shall be binding on the Owner.

The Board of County Commissioners additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to Fifty Thousand and 00/100 Dollars ($50,000.00) or such other dollar amount as authorized by policy adopted by Highlands County. Said work can be funded from the Owner's Contingency and shall not cause an increase to Owner’s Construction Budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Construction Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Construction Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Construction Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Construction Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Construction Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY
   The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.
   In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than ten percent (10%) for overhead, profit and bond costs.

   The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the

conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract with the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, and shall in no way be deemed a waiver of the Owner's right to all other legal remedies pertaining to this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date, the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, the amount of Two thousand dollars 00/100 ($2,000.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Construction Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price ("GMP"), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to

support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Fifty Thousand and 00/100 Dollars ($50,000.00), or such other dollar amount as authorized by policy adopted by Highlands County, for the use of the Owner's Buyout Contingency, may be granted by the County Manager. Authorizations, for more than Fifty Thousand and 00/100 Dollars ($50,000.00), will be granted by Highlands County unless Highlands County authorizes an increase in the County Administrator's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for its services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount of One hundred three thousand two hundred eighty-four and 00/100 Dollars ($103,284.00) as set forth in **Exhibit "F"**, attached hereto. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

   The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on **Exhibit "C"**.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP).* The Construction Phase Cost shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than (*To Be Determined at GMP*) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be three and one half percent (3.5%) of that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

   Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be five and three quarters percent (5.75%) of the GMP and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2)

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable Direct Costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Construction Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Highlands County for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as “hazardous waste”, the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith.

The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Construction Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "G"**. Five percent (5%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from five percent (5%) to two and one-half percent (2.5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of five percent (5%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from five percent (5%) to two and one-half percent (2.5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project, but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida’s Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager’s contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager 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 from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including

accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

A. GENERAL LIABILITY: Two Million Dollars ($2,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Three Million Dollars ($3,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to the Owner and the Architect-Engineer.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement a “Builder's Risk Policy” completed value form, issued to provide coverages on an “all risk” basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

    A. The name of the insured Construction Manager;
    B. The specified job by name and job number;
    C. List "HIGHLANDS COUNTY" as an Additional Insured;
    D. Recognition of the Indemnification requirements of this Agreement;
    E. The name of the insurer;
    F. The number of the policy;
    G. The effective date;
    H. The termination date;
    I. 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.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and

under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any 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 work; 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 stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Highlands County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus five and three quarters percent (5.75%) for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material

is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

    A. the name, address, telephone number and contact person for the material supplier;

    B. manufacturer or brand, model or specification number of the item;

    C. estimated quantity needed;

    D. the price quoted by the supplier for the materials identified therein;

    F. any sales tax associated with such quote; and

    F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Construction Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all

other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be

interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 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/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the County/Owner to perform the services set forth herein.

B. Upon request from the County's/Owner's custodian of public records, provide the County/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 contract if the Construction Manager does not transfer the records to the County/Owner.

D. Upon completion of the contract, transfer, at no cost to the County/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the County/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the County/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County/Owner, upon request from the County's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the County/Owner.

18.6 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.

18.7 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.

18.8 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	Highlands County Attention: County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
with copy to:	Highlands County Attorney 600 S. Commerce Avenue Sebring, Florida 33870
Construction Manager:	Ajax Building Company, LLC 735 Primera Boulevard Lake Mary, Florida 32746

18.9 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.

18.10 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.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager 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 contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager 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 Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, 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 Construction Manager 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 Construction Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Construction Manager 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 Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager 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 Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

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

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Rights to Inventions Made Under a Contract or Agreement:

(2 CFR §200.326 Appendix II to Part 200 (F)) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18.17 Debarment And Suspension:

(2 CFR §200.326 Appendix II to Part 200 (H)) A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order

12549. The Construction Manager agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Construction Manager further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18.18 Procurement Of Recovered Materials:

(2 CFR §200.322). Construction Manager must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.19 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:

(2 CFR §200.321) Should the Construction Manager and its Sub-Contractors subcontract any of the work under this Contract, Construction Manager and its Sub-Contractors shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

18.20 Energy Efficiency and Conservation:

Construction Manager shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

18.21 Byrd Anti-Lobbying:

(2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above

that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of COUNTY's request.

18.22 Civil Rights Compliance:

Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the Civil Rights Act of 1964.

18.23 Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

18.24 Domestic Preference:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

18.25 Affirmative Action:

Construction Manager must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

18.26 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's Direct Costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.27 Employment Eligibility Verification (E-Verify):

Pursuant to Florida Statutes, Section 448.095, the Construction Manager 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 Construction Manager 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 Construction Manager stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Manager 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 Construction Manager's breach of this provision, any and all such costs shall be paid by the Construction Manager 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.

18.28 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.

18.29 Use of County Logo, Name, Seal and/or Flag:

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

AJAX BUILDING COMPANY, LLC

By: _____

Print: William P. Byrne

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of William P. Byrne, as CEO of Ajax Building Company, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of April, 2024.

(stamp)

KAREN B. SANTIAGO
Commission # HH 395137
Expires June 6, 2027

Karen B. Santiago
NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Construction Team

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

- Owner's Representative: Tiffany Gunn, Project Manager
- Architect-Engineer: William D. Rutherford, AIA
- Construction Manager: Jeff Wright, Operations Manager, Ajax Building Company, LLC

EXHIBIT "B"
Drawings and Specifications
(*upon completion*)

EXHIBIT "C"
Construction Manager Staff
(To be determined at GMP)

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

TO OWNER:		**TO CONSTRUCTION MANAGER**		**COPY TO:**	
Name:	_____	Name:	_____	☐	Architect
Address:	_____	Address:	_____	☐	Engineer
City/State/Zip	_____	City/State/Zip	_____	☐	Field
E-Mail:	_____	E-Mail:	_____	☐	Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Construction Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Construction Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print: _____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Construction Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective _____

The Construction Manager will complete or correct the work on the Punch List within _____ Calendar days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ AM/PM on _____ (date)

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage, and insurance are as follows:

_____

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

Project Name: _____

Project Address: _____

Project Number: _____

Contract Date: _____

Construction Manager: _____

Substantial Completion Date: _____

Final Punchlist Inspection Date: _____

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Construction Documents, including, but not limited to:

- ☐ Completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
- ☐ Submission of "as-built" plans and specifications, shop drawings, and other record documents
- ☐ Completion of all Owner training – submission of all contractually required stock and spare parts
- ☐ Submission of all final Operations and Maintenance documents and other closeout deliveries
- ☐ Submission of consent of Builder's surety
- ☐ Submission and approval of all remaining change order proposals, claims, and applications for payment
- ☐ Payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:

- ☐ No liens have been attached against the Project
- ☐ No suits are pending by reason of work on the Project under the Contract for Construction
- ☐ All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
- ☐ All insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner.
- ☐ All public liability claims are adequately covered by insurance and the Construction Manager shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transactions, event, occurrence, omission related to performance of the work on the Project contemplated under said Contract for Construction

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

State of Florida

County of _____

The foregoing instrument was executed before me this _____ day of _____, 20 _____

By: _____ as _____
(Name of authorized CMaR Representative) (CMaR Representative Title)

Who is authorized to bind _____ (CMaR Firm Name) and is personally known to me OR has produced _____ as identification.

(Stamp)

_____
NOTARY PUBLIC, State of Florida

Recommended by Architect:

By: _____ Date: _____

Print: _____

Accepted by: Owner:

By: _____ Date: _____

Print:

Preconstruction Services
Highlands County Jail Expansion Phase 1

EXHIBIT "F"
Pre-construction Phase Costs

I. SCHEMATICS (30%) - NOT REQUIRED

9 weeks

TITLE	HOURS	RATE	COST
Design Review Meetings, Interim Cost Exercises, Scheduling, Existing Conditions Reviews, ***Updated Economic Model Design Milestone Estimate and Reports*** *, Constructability Reviews, policy and procedures, Market Analysis, Subcontractor Outreach.* ***Develop and Gain Approval of Partial GMP No.1.***			
Project Executive	0	$156.25	$0
Operations Manager	0	$113.37	$0
Preconstruction Manager	0	$79.33	$0
Sr. Project Manager	0	$77.31	$0
General Superintendent	0	$113.37	$0
Home Office Secretary	0	$33.69	$0
Chief Estimator	0	$81.73	$0
Estimator	0	$61.06	$0
LABOR BURDEN (see breakdown) @ 48.07%			$0
SUBTOTAL			$0
	UNIT	UNIT COST	
SCHEDULING	0	$125.00	$0
- 1 master			
MILEAGE (12 trips, 30 mi., .557/mi.)	0	$0.557	$0
REVIEW REPORTS	0	$50.00	$0
DATA PROCESSING SURCHARGE	0	$150.00	$0
PHONE CHARGES	0	$75.00	$0
OFFICE SUPPLIES	0	$150.00	$0
DRAWING REPRODUCTION	0	$500.00	$0
POSTAGE & EXPRESS MAIL	0	$100.00	$0
SCHEMATICS TOTAL			**$0**

Preconstruction Services
Highlands County Jail Expansion Phase 1

II. DESIGN DEVELOPMENT (60%)

8 weeks

60% Documents

TITLE	HOURS	RATE	COST
Design Review Meetings, Interim Cost Exercises, Scheduling, Existing Conditions Reviews, ***DD Design Milestone Estimate and Reports*** *, Constructability Reviews, Value Engineering, Market Analysis, Subcontractor Outreach. Bidder Solicitation, Pre-Bid Conferences, Pre-Bid RFI's, Identify Bid Alternates in Bid Packages, Bidding and Addenda, Pre-Award Scope Review Meetings,*			
Project Executive	8	$156.25	$1,250
Operations Manager	24	$113.37	$2,721
Preconstruction Manager	24	$79.33	$1,904
Sr. Project Manager	40	$77.31	$3,092
Assistant Project Manager	0	$47.40	$0
General Superintendent	8	$113.37	$907
BIM Manager	20	$57.69	$1,154
Home Office Secretary	12	$33.69	$404
Chief Estimator	24	$81.73	$1,962
Estimator	120	$61.06	$7,327
LABOR BURDEN (see breakdown) @ 48.07%			$9,960
SUBTOTAL			$30,681

	UNIT	UNIT COST	
POLICY & PROCEDURE MANUAL	0	$250.0(	$0
SCHEDULING - 1 master	1	$125.0(	$125
MILEAGE (20 trips, 30 mi., .557/mi.)	300	$0.557	$167
REVIEW REPORTS	0	$50.0(	$0
DATA PROCESSING SURCHARGE	1	$150.0(	$150
PHONE CHARGES	0	$75.0(	$0
OFFICE SUPPLIES	1	$150.0(	$150
DRAWING REPRODUCTIONS	1	$1,250.0(	$1,250
Utility Locates / GPR / Exploratory (Allowance)	1	$5,000.0(	$5,000
DESIGN DEVELOPMENT TOTAL			**$37,523**

Preconstruction Services
Highlands County Jail Expansion Phase 1

III. WORKING DRAWINGS (90%)

5 weeks

90% Documents

TITLE	HOURS	RATE	COST
Design Review Meetings, Scheduling, Existing Conditions Reviews, ***90% CD Milestone Estimate Report*** *, Constructability Reviews, Subcontractor Prequalification, Preliminary Bid Packages, Redi-Check, BIM Clash Review, Value Engineering, Market Analysis & Leadtime Confirmation.*			
Project Executive	4	$130.00	$520
Operations Manager	16	$113.37	$1,814
Preconstruction Manager	8	$79.33	$635
Sr. Project Manager	16	$77.31	$1,237
Assistant Project Manager	0	$47.40	$0
General Superintendent	4	$113.37	$453
Project Superintendent	12	$71.68	$860
Home Office Secretary	8	$33.69	$270
BIM Manager	16	$57.69	$923
Chief Estimator	8	$81.73	$654
Estimator	60	$61.06	$3,663
LABOR BURDEN (see breakdown) @ 48.07%			$5,302
SUBTOTAL			$16,331

	UNIT	UNIT COST	
SCHEDULING	0	$125.00	$0
- 1 revision, 1 updates			
MILEAGE (30 trips, 30 mi., .557/mi.)	450	$0.557	$252
REVIEW REPORTS	0	$50.00	$0
DATA PROCESSING SURCHARGE	1	$150.00	$150
PHONE CHARGES	2	$125.00	$250
OFFICE SUPPLIES	1	$150.00	$150
DRAWING REPRODUCTION	1	$2,500.00	$2,500
POSTAGE & EXPRESS MAIL	1	$200.00	$200
90% WORKING DRAWING TOTAL			**$19,832**

IV. 100% Documents / Final GMP

11 weeks

Guaranteed Maximum Price

TITLE	HOURS	RATE	COST
Bid Management, Design Review Meetings, Final Scopes and Bid Packages, Scheduling, BIM Model Review, Bidder Solicitation, Pre-Bid Conferences, Pre-Bid RFI's, Identify Bid Alternates in Bid Packages, Bidding and Addenda, Pre-Award Scope Review Meetings, ***Develop and Gain Approval of GMP No. 2 - Final***			
Project Executive	12	$130.00	$1,560
Operations Manager	60	$113.37	$6,802
Preconstruction Manager	30	$79.33	$2,380
Sr. Project Manager	80	$77.31	$6,185
Assistant Project Manager	80	$47.40	$3,792
General Superintendent	16	$113.37	$1,814
Home Office Secretary	24	$33.69	$809
Project Superintendent	40	$71.68	$2,867
BIM Manager	20	$57.69	$1,154
Chief Estimator	8	$81.73	$654
Estimator	0	$61.06	$0
LABOR BURDEN (see breakdown) @ 48.07%			$13,467
SUBTOTAL			$41,483

	UNIT	UNIT COST	
SCHEDULING	0	$125.00	$0
- 1 revision, 1 updates			
MILEAGE (48 trips, 30 mi., .557/mi.)	800	$0.557	$446
REVIEW REPORTS	0	$50.00	$0
DATA PROCESSING SURCHARGE	2	$150.00	$300
PHONE CHARGES	2	$125.00	$250
OFFICE SUPPLIES	1	$150.00	$150
DRAWING REPRODUCTION	1	$2,500.00	$2,500
POSTAGE & EXPRESS MAIL	1	$800.00	$800
100% WORKING DRAWING TOTAL			**$45,929**

SUMMARY

SCHEMATICS	$0
DESIGN DEVELOPMENT	$37,523
90% WORKING DRAWINGS	$19,832
100% WORKING DRAWINGS	$45,929
GRAND TOTAL	**$103,284**

Allowances

Utility Locates / GPR / Exploratory	$5,000
Total of Allowance Items in Grand Total	$5,000

EXHIBIT "G"

Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of

TO OWNER: [redacted]
,

PROJECT: [redacted]
,

APPLICATION NO.:
PERIOD TO :
PROJECT NOS.:
INVOICE NO.:
CONTRACT DATE :

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM Ajax Building Company, LLC CONTRACTOR:
1080 Commerce Boulevard
Midway, FL 32343
USA

ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM . . . . . $
2. Net change by change orders . . . . . $
3. CONTRACT SUM TO DATE (Line1 +/- 2) . . . . . $
4. TOTAL COMPLETED & STORED TO DATE . . . . $
(Column G on G703)
5. RETAINAGE:

(Total retainage Column I of G703) .....$
6. TOTAL EARNED LESS RETAINAGE . . . . . $
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....$
8. CURRENT PAYMENT DUE . . . . . $
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Ajax Building Company, LLC

y: _____ Date: _____

State of: _____

ounty of: _____

ubscribed and sworn to before

e this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ _____

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Reagan Fultz, Tourism Development Coordinator**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-101 for Budget Amendment 23-24-089 to transfer FL Boating Improvement Funds to Project 19044 (Fishing Tournament Facility Improvements) to complete the Istokpoga Park parking lot expansion project.**

STATEMENT OF ISSUE

This Budget Amendment is to allocate additional funds to cover charges incurred to complete the Istokpoga Park project. FL Boating Improvement Funds are acquired in Fund 143 and can only be used for the sole purpose of providing recreational channel marking, public launching facilities, and other boating-related activities. Projects may include the construction or renovation of boat ramps, docks, restrooms, parking, access roads, signs, land acquisition, channel marking, and navigational lights. Funds may also be used to remove vessels and floating structures deemed a hazard to public safety and health. When this project began in 2020, estimated project costs were lower rate than today. Today's cost to complete the project is $323,504.65.

Breakdown of the funding for the project:
Tourism Lake Account (CC 5306): $247,504.65
FWC Grant: $36,000
Fund 143: $40,000
Total project cost: $323,504.65

This BA is not taking budgeted funds from any other departments or projects; the project is drawing from money that is pooled in Fund 143 until a project such as this one occurs.

RECOMMENDED ACTION

Move to adopt Resolution 23-24- 101 for Budget Amendment 23-24-089 to transfer FL Boating Improvement Funds to Project 19044 (Fishing Tournament Facility Improvements) to complete the Istokpoga Park parking lot expansion project.

FISCAL IMPACT

The fiscal impact is an increase to Fund 143 (FL Boating improvement) and Fund 152 (Tourist Development) of $40,000.00, each and being appropriated in Cost Center 5306, Project 19044, 56300Z (Project Improvements).

Attachments: 23-24-089 Proj 19044 Fishing Tourn. Fac. Imp. Xfer fm Fd 143 (BA).pdf
23-24-089R Proj 19044 Fishing Tournament Fac Imp (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 08, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **4/5/2024** SUBMITTED BY: **TDC**

FUND(S): **143 / 152** FUND TITLE(S): **FL Boating Improvement / Tourist Development** COST CENTER(S) #: **6103 / 5306**

PROJECT(S) #: **19044** PROJECT TITLE(S): **Fishing Tournament Facility Improvements** COST CENTER TITLE(S): **FL Boating Improvement / Tourist Development - Lakes**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	143		3999100	Fund Balance Brought Forward		4,700.00	40,000.00		44,700.00
E	143	6103	56300	Improvements Other Than		48,000.00	40,000.00		88,000.00
									0.00
E	143	6103	56300	Improvements Other Than		88,000.00		40,000.00	48,000.00
E	143	6103	59010	Transfers Out		0.00	40,000.00		40,000.00
									0.00
R	152		3810000Z	Project Interfund Transfer	19044	0.00	40,000.00		40,000.00
E	152	5306	56300Z	Project Improvements	19044	269,739.30	40,000.00		309,739.30

REASON: **To transfer FL Boating Improvement funds to Fund 152, Project 19044 (Fishing Tournament Facility Improvements) to assist with the completion of the project.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-089**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____/____/____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-101

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-089 TO THE FLORIDA BOATING IMPROVEMENT AND TOURIST DEVELOPMENT TRUST FUNDS; 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 Florida Boating Improvement and Tourist Development Trust Funds.

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 23-24-089 is hereby approved and authorized to transfer the available balance in Fund 143 (FL Boating Improvement Trust) to Project #19044 in Fund 152 (Tourist Development Trust) for FY23/24. The fiscal impact is a decrease to Fund 143 of $40,000 and an increase to Fund 152 in the amount of $40,000 for a net fiscal impact of $0.00.

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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Leah Sauls, Development Services Director.**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-084 to reallocate funds to cover the cost of software Placer.Ai.**

STATEMENT OF ISSUE

Placer.ai is a new software analytical tool that can help in applications across all divisions within Development Services. It takes demographic data and location-based data to create reports that reveal permit clusters or visitor counts to specific locations at specific times, traffic patterns, location compatibility for new businesses, and census block demographic-related information. It is a widely used tool by development offices and location consultants across the country and is used for its accuracy and security standards.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-084 to reallocate funds to cover the cost of software Placer.Ai.

FISCAL IMPACT

There is no fiscal impact as this budget amendment is merely moving funds from one account into subscriptions across multiple cost centers totaling $33,000.

Attachments: 23-24-084 Placer.AI Subscription Funding (BA).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/26/2024**

SUBMITTED BY: **Mercedes McNew**

FUND(S): **005, 152, 180**

FUND TITLE(S): **General, Tourist Development, Building**

COST CENTER(S) #: **3400, 2810, 5301, 3440A**

PROJECT(S) #: **21107**

PROJECT TITLE(S): **Duke Energy FL Economic**

COST CENTER TITLE(S): **Development Services, Office of Economic Development, Tourist Development- Operations, Building**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3400	53100	Professional Services		9,900.00		9,000.00	900.00
E	005	3400	55402	Subscriptions		2,020.00	9,000.00		11,020.00
E	005	2810	54700Z	Project Printing and Binding	21107	1,967.50		1,967.50	0.00
E	005	2810	54800Z	Project Promtional Activity	21107	3,537.33		3,347.03	190.30
E	005	2810	55403Z	Project Education and Training	21107	6,460.03		5,685.47	774.56
E	005	2810	55402	Project Subscriptions	21107	-	11,000.00		11,000.00
E	152	5301	54900	Other Charges/ Obligations		4,000.00		2,000.00	2,000.00
E	152	5301	55402	Subscriptions		2,160.00	2,000.00		4,160.00

REASON: **To allocate funds for the cost of Placer.AI.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-084**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: _____ / _____ / _____

TRANSFER TYPE:

XX ITEM TO ITEM
XX RESERVE
_____ BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **23-24-084**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**180**	**3440A**	**59900**	**Reserve for Contingency**		**344,603.00**		**11,000.00**	**333,603.00**
E	**180**	**3440A**	**55402**	**Subscriptions**		**14,612.00**	**11,000.00**		**25,612.00**
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-082 to transfer funds from the Lake Placid Fuel Station project to the Sebring Fuel Station project.**

STATEMENT OF ISSUE

Sebring Fuel Station, project #21112, and Lake Placid Fuel Station project #23051, were Board approved during the 21/22 and 22/23 FY due to aging equipment with insurance requirements. The funds currently allocated in the Sebring Fuel Station project are not adequate to complete this project. Reallocating current funds from Lake Placid Fuel Station will help alleviate the budgetary shortfall. The Lake Placid Fuel Station project will be closed upon BA approval and once the Sebring Fuel Station was been completed, future funding will be requested for Lake Placid.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-082 to transfer funds from the Lake Placid Fuel Station project to the Sebring Fuel Station project.

FISCAL IMPACT

Fiscal impact is a decrease in Fund 151 (Infrastructure Surtax) of $157,000.00 from project #23051 (Lk Placid Fuel Station), account #56300Z (Project Improvements) and an increase in Fund 151 of $157,000.00 to project #21112 (New Sebring Fuel Station), account #56300Z for a net change of $0.00.

Attachments: 23-24-082 Xfer Proj 23051 LP Fuel Station to Proj 21112 Sebr Fuel Station (BA).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **4/1/2024** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **23051, 21112** PROJECT TITLE(S): **Lake Placid Fuel Station, New Sebring Fuel Station** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**4102A**	**56300Z**	**Project Improvements**	**23051**	**157,000.00**		**157,000.00**	**0.00**
E	**151**	**4102A**	**56300Z**	**Project Improvements**	**21112**	**1,146,729.56**	**157,000.00**		**1,303,729.56**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Transfer funds from approvevd Lake Placid Fuel Station CFS allocation 23/24 to Sebring Fuel Station #21112**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-082**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-99 for Budget Amendment 23-24-086 and to transfer funds from Library Outreach, project # 20079 to CAC Facility Improvements, project #17041.**

STATEMENT OF ISSUE

The Library Outreach project #20079, was Board approved in 2020 originally with ARPA funds for a mobile library. The funds were then reclassified to General Fund. Due to the due diligence of the project manager with the Library Outreach, the project was completed with an excess of funds. The CAC project #17041 was Board approved during the 2019/2020 FY to renovate the space due to the co-location of partner agencies, address additional security features, improve spaces to ensure privacy and confidentiality, and general facilities improvements as part of routine maintenance in addition to the accreditation standard for Cultural Competency and Mental Health requirements. Security Improvements are also a result of the Business Security Survey completed by the HCSO. Although, some of the needs of the project have been met, there are now additional security improvements and building renovations that need to be addressed. If approved, the allocated funds will help alleviate the budgetary shortfall and keep the funds in Community Programs.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-99 for Budget Amendment 23-24-086 and to transfer funds from Library Outreach, project # 20079 to CAC Facility Improvements, project #17041.

FISCAL IMPACT

Fiscal impact is transfer of $101,439.77 in Fund 005 (General) project #20079 (HC Library Outreach) from the following accounts: $2,000.00 / 54600Z, $1,360.00 / 54700Z, $9,343.83 / 55200Z, $78,596.32 / 56400Z, $10,139.62 / 56600Z and an increase in Fund 005 of $101,439.77 to project #17041 (CAC Facility Improvements), account #56200Z for a net change of $0.00.

Attachments: 23-24-086 Xfer Proj 200798 Library Outreach to Proj 17041 CAC Fac. Improvements (BA).pdf
23-24-086R Xfer Proj 200798 Library Outreach to Proj 17041 CAC Fac. Improvements (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **4/1/2024**

SUBMITTED BY: **Tiffany Gunn**

FUND(S): **005**

FUND TITLE(S): **General**

COST CENTER(S) #: **6212 ; 3995**

PROJECT(S) #: **20079 / 17041**

PROJECT TITLE(S): **HC Library Outreach / CAC Facility Improvements**

COST CENTER TITLE(S): **Libraries - Countywide / 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		3999100Z	Project Fund Balance Forward	20079	101,439.77		101,439.77	0.00
E	005	6212	54600Z	Project Repair and Maintenance	20079	2,000.00		2,000.00	0.00
E	005	6212	54700Z	Project Printing and Binding	20079	1,360.00		1,360.00	0.00
E	005	6212	55200Z	Project Operating Supplies	20079	9,343.83		9,343.83	0.00
E	005	6212	56400Z	Project Equipment	20079	139,035.94		78,596.32	60,439.62
E	005	6212	56600Z	Project Library Books	20079	10,139.62		10,139.62	0.00

REASON: **Tranferring Project # 20079 remaining funds to Project 17041 to assist with security upgrades and repairs at the CAC facility.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-086**

ACTION:

Board	____ Approved	____ Denied	____	ITEM TO ITEM
			____	RESERVE
County Administrator	____ Approved	____ Denied	XX	BY RESOLUTION
			____	SUPPLEMENTAL BUDGET

TRANSFER TYPE:

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **23-24-086**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3999100Z**	**Project Fund Balance Forward**	**17041**	**110,077.66**	**101,439.77**		**211,517.43**
E	**005**	**3995**	**56200Z**	**Project Buildings**	**17041**	**110,077.66**	**101,439.77**		**211,517.43**
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

RESOLUTION NO. 22-23-99

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-086 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 23-24-086 is hereby approved and authorized to transfer $101,439.77 from Project 20079 HC Library Outreach to Project 17041CAC Facility Improvements with a net fiscal impact of $0.00.

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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J.Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 04/16/2024

PRESENTER: **Clinton Howerton Jr., P.E., CPM Critical Infrastructure Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-085 to reallocate funds within Fund 401 Solid Waste for the purchase of a Canopy for the Automated Fueling Station located at the Highlands County Landfill**

STATEMENT OF ISSUE

Refuse Disposal System would like to place a Canopy over the Automated Fueling System. This cover will help protect sensitive electrical equipment from harsh weather and potentially dangerous lightning. It also allows staff to fuel equipment when it is raining. By having a canopy in place, it also help protect expensive machines from getting water into the fuel system during fueling.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-085 to reallocate funds within Fund 401 for the purchase of a Canopy for the Automated Fueling Station at the Highlands County Landfill.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as the funds were budgeted within the Adopted FY 23-24 Budget. This budget Amendment is simply reallocating funds from revenue account 3999100 (Fund Balance Brought Forward) and expenditure account 55200 (Operating Supplies) in cost center 4210 (Refuse Disposal System) in the amount of $45,000.00 to project 15030 (Automated Fueling Station), revenue account 3999100Z (Project Fund Balance Forward) and expenditure account 56301Z (Project Capital Infrastructure) in the amount of $45,000.00 for a net fiscal impact of $0.00.

Attachments: 23-24-085 Project 15030 SW Fuel Island Canopy (BA).pdf
23-24-085R Project 15030 Fuel Island Canopy (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **4/2/2024**

SUBMITTED BY: **Clinton Howerton Jr., P.E., Critical Infrastrucure Dir.**

FUND(S): **401** FUND TITLE(S): **Solid Waste** COST CENTER(S) #: **4210**

PROJECT(S) #: **15030** PROJECT TITLE(S): **Automated Fueling Station** COST CENTER TITLE(S): **Refuse Disposal System**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100	Fund Balance Brought Forward		4,661,873.00		45,000.00	4,616,873.00
E	401	4210	55200	Operating Supplies		164,381.00		45,000.00	119,381.00
R	401		3999100Z	Project Fund Balance Forward	15030	20,504.69	45,000.00		65,504.69
E	401	4210			15030	0.00	45,000.00		45,000.00
									0.00
									0.00
									0.00

REASON: **This budget amendment is necessary to move funds in Fund 401 (Solid Waste) into Project 15030 to install a canopy over the Automated Fuel Station at the landfill.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-085**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-98

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-085 TO THE SOLID WASTE ENTERPRISE 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 Solid Waste Enterprise 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 23-24-085 is hereby approved and authorized to transfer Fund Balance Brought Forward to Project 15030 Automated Fueing Station for FY23/24 for a canopy in the amount of $45,000.00 but with a net fiscal impact in the amount of $0.00.

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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Lucy Castillo, Housing Programs Coordinator,**

SUBJECT/TITLE: **Request Approval for Budget Amendment 23-24-083 to realign accounts to provide for SHIP program expenses.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Budget Amendment 23-24-083 is being proposed to realign project 20366 SHIP Phase 29 in the amount $67,700.00 within the current Board approved budget to accomplish strategies of the SHIP program.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-083 to realign accounts to provide for SHIP program expenses.

FISCAL IMPACT

There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is realigning $67,700.00 in cost center 5367 (SHIP Program) from account 54909Z (Project Down Payment Assistance) and account 54935Z (Project Emergency Home Repair) in the amounts of $57,700 and $10,000, respectively, into account 54910Z (Project Rehabilitation).

Attachments: 23-24-083 Project 20366 SHIP Realignment II (BA).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **4/1/2024** SUBMITTED BY: **Lucy Castillo**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5367**

PROJECT(S) #: **20366** PROJECT TITLE(S): **SHIP PH 29 FY 21-22** COST CENTER TITLE(S): **SHIP Program**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5367	54909Z	Proj. Down Payment Assistance	20366	57,700.00		57,700.00	0.00
E	166	5367	54935Z	Proj. Emergency Home Repair	20366	10,500.00		10,000.00	500.00
E	166	5367	54910Z	Proj. Rehabilitation	20366	26,065.61	67,700.00		93,765.61

REASON: **To realign the FY 23-24 budget to pay for expenses associated with the SHIP Program.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-083

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

XX ITEM TO ITEM
_____ RESERVE
_____ BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-87 for Budget Amendment 23-24-076 to appropriate VOCA (Victims of Crime Act) grant funds awarded.**

STATEMENT OF ISSUE

The Children's Advocacy Center was awarded $47,605.89 by the Office of the Attorney General's VOCA (Victims of Crime Act) to pay for seventy five percent of CAC's Licensed Mental Health Therapists' salaries.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-87 for Budget Amendment 23-24-076 to appropriate VOCA (Victims of Crime Act) grant funds awarded.

FISCAL IMPACT

The fiscal impact is an increase to 005 (General Fund) Cost Center 3995 (Children's Advocacy Center) Project 23044 in the amount of $47,605.89.

Attachments: 23-24-076 Project 23044 VOCA 23-24 (CAC) (BA).pdf
23-24-076R Project 23044 VOCA 23-24 (CAC) (Resolution).pdf
CAC 23 VOCA Highlands County.pdf

REVIEWED
O.M.B DEPARTMENT
March 25, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/22/2024** SUBMITTED BY: **Gail T. Werley**

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

PROJECT(S) #: **23044** PROJECT TITLE(S): **VOCA 23/24 (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	23044	0.00	47,605.89		47,605.89
E	005	3995	51200Z	Project Regular Salaries	23044	0.00	31,575.10		31,575.10
E	005	3995	52100Z	Project FICA Taxes	23044	0.00	2,467.33		2,467.33
E	005	3995	52200Z	Project Retirement Contributions	23044	0.00	1,344.10		1,344.10
E	005	3995	52300Z	Project Life & Health Insurance	23044	0.00	1,913.00		1,913.00
E	005	3995	55200Z	Project Operating Supplies	23044	0.00	10,306.36		10,306.36

REASON: **To set up 23/24 allocation of VOCA Funds to Pay for 75% of CAC Mental Health Therapist Salary.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-076**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-87

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-076 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 23-24-076 is hereby approved and authorized to appropriate Federal grant funds to Project 23044 VOCA 23/24 in the amount of $47,605.89.

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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Executive Staff

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-2564
http://www.myfloridalegal.com

August 28, 2023

Ms. Laurie Hurner, County Administrator
Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, Florida 33870-3809

Dear Ms. Hurner:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Highlands County Board of County Commissioners will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of $126,780.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard
Chief Deputy Attorney General

JMG/rs

FY 2023/2024
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Highlands County Board of County Commissioners

GRANT NO: VOCA-C-2023-Highlands County Sheriff's Offic-00252

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Highlands County Board of County Commissioners, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted

on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in

excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $126,780.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with

the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested

documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence

accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a

period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or

sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2023. The training modules are available at http://ojp.gov/about/ocr/assistance.htm. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-Highlands County Sheriff's Offic-00252 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Highlands County Board of County Commissioners) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: Highlands County Board of County Commissioners is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/ to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Highlands County Board of County Commissioners, have executed this agreement.

Laurie A Hurner

Authorizing Official

Laurie A Hurner

Print Name

Sep 17, 2023

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

OAG Authorizing Official

John Guard

Print Name

Aug 28, 2023

Date

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2023-2024**
Subrecipient Name and Address Highlands County Board of County Commissioners 600 S. Commerce Ave. Sebring, Florida 33870-3809	OAG Grant Number VOCA-C-2023-Highlands County Sheriff's Offic-00252	
Subrecipient DUNS Number 78-262-4209	Project Period: From 10/1/2023 To 9/30/2024	
Subrecipient IRS/Vendor/FEIN Number 59-6000653	Budget Period: From 10/1/2023 To 9/30/2024	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/01/2023	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $126,780.00	Total Award $126,780.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024	
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Aug 28, 2023	Signature, Agency Executive Director, Date Laurie A Turner Sep 17, 2023	

VOCA-C-2023-Highlands County Sheriff's Offic-00252

Final Audit Report 2023-09-17

Created:	2023-08-25
By:	Rebekah Smith (rebekah.smith@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGrKWDG5JmcgBKvbGK_RbW0PweaHp9kGB

"VOCA-C-2023-Highlands County Sheriff's Offic-00252" History

Document created by Rebekah Smith (rebekah.smith@myfloridalegal.com)
2023-08-25 - 3:30:41 PM GMT- IP address: 164.51.33.5

Document emailed to John Guard (john.guard@myfloridalegal.com) for signature
2023-08-28 - 7:07:08 PM GMT

Email viewed by John Guard (john.guard@myfloridalegal.com)
2023-08-28 - 7:09:06 PM GMT- IP address: 104.47.64.254

Document e-signed by John Guard (john.guard@myfloridalegal.com)
Signature Date: 2023-08-28 - 7:09:17 PM GMT - Time Source: server- IP address: 164.51.33.5

Document emailed to lhurner@highlandsfl.gov for signature
2023-08-28 - 7:09:18 PM GMT

Email viewed by lhurner@highlandsfl.gov
2023-08-29 - 12:14:02 PM GMT- IP address: 50.230.210.126

Email viewed by lhurner@highlandsfl.gov
2023-09-17 - 11:01:40 PM GMT- IP address: 71.208.43.234

Signer lhurner@highlandsfl.gov entered name at signing as Laurie A Hurner
2023-09-17 - 11:02:54 PM GMT- IP address: 71.208.43.234

Document e-signed by Laurie A Hurner (lhurner@highlandsfl.gov)
Signature Date: 2023-09-17 - 11:02:56 PM GMT - Time Source: server- IP address: 71.208.43.234

Agreement completed.
2023-09-17 - 11:02:56 PM GMT

Powered by Adobe Acrobat Sign

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Ingra Gardner, Director of Community Programs**

SUBJECT/TITLE: **Request to change the Housing Coordinator position to Housing Program Manager, increase the Pay Grade to 115, and modify the job description.**

STATEMENT OF ISSUE

To reflect the needs of the Housing Department and the responsibilities of the program manager position, we are requesting the following: 1) To approve changing the Housing Coordinator position title to Housing Program Manager. 2) To approve the Pay Grade from 107 to 115 as this position will be supervisory and provide Housing program management. 3) To approve the modified job duties/job description to add the supervisory and program management tasks and responsibilities.
The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.
Florida Housing Trust Fund disbursed approximately $252 million in SHIP funds for Fiscal Year 2023-2024. The State has allocated funds to Highlands County in the amount of $1,184,677.00 Phase 31 Fiscal Year 2023-2024 and 10% of that is used for administrative dollars.

RECOMMENDED ACTION

Move to approve the request to change the Housing Coordinator position to Housing Program Manager, increase the Pay Grade to 115, and modify the job description.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General). However, there is an impact of at least a $3,322.88 in salary plus benefits in Fund 166 (SHIP) with the position change (bottom of Pay Grade 115 to the top of Pay Grade 107).

Attachments: Housing Program Manager () 04.04.2024.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: Housing Program Manager	**Division**: Community Programs	**Department:** Housing	**Cost Center:** 5330
Job Code: TBD	**Pay Grade**: 115	**Pay Band:** $56,432.16- $84,648.24	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Community Programs Director Job Code 1021 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Housing Admin Asst 1199 / 106		
Housing Admin Secretary 0118 / 104		
Housing Programs Coord 1128 / 107		
Community Program Spec 1078 / 104		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A professional position responsible for the administration, supervision, and professional work for all Highlands County housing programs. Manages the daily business of the housing department. This is a 100% grant funded position.

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.

- Plans, directs, and coordinates activities of the County as related to affordable housing projects including disaster management.
- Ensures that the goals or objectives of program(s) are accomplished within prescribed time frame and funding parameters.
- Responsible for all aspects of grants management administered by the Housing Office.
- Evaluates and reports grant progress.
- Works with members of Affordable Housing Advisory Committee to develop allocation and expending of housing funding.
- Coordinates with other governmental programs and departments, public and private agencies for housing programs.
- Implements policy updates to the Local Housing Assistance Plan (LHAP).
- Reviews monthly reports and prepares the Annual Budget.
- Responsible for monitoring monthly expenditures in regards to budget requirements.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desire for the organization.
- Ensures compliance with all County, State, and Federal procedures and regulations.
- Responds productively to change and performs all other related tasks as required or as directed.
- Consistently follows Board policies and procedures.

Knowledge, Skills, and Abilities:

• Knowledge of Business English, spelling and punctuation.
• Ability to make decisions in accordance with departmental rules, regulations and policy.
• Ability to establish and maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.
• Knowledge of the function of state and federal housing programs.
• Knowledge of affordable and workforce housing and issues that create barriers to such housing.
• Ability to make recommendations and decisions in accordance with federal, state, county, and other agency rules, regulations and policies.
• Ability to prepare complex written reports and complex documents (e.g., Local Housing Assistance Plans, Notice of Funding Availability).
• Ability to develop and utilize spreadsheets
• Work requires independent judgment, housing compliance competence, and knowledge of existing laws, rules and regulations.

• Work is performed under general supervision of the Community Programs Director.

Physical Skills:

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 clients, public, and co-workers. 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 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☐ Bachelors ☒ Masters ☐ Doctorate ☐
Experience:

Bachelor's Degree in public administration, planning, human services, or other field related to planning or human services. Five years of experience working with state and/or federal affordable housing, home ownership, or other relevant programs may be substituted for the educational requirement.

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 ☐ Supervisor/Director Signature:	Title:	Date:

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: April 16. 2024

PRESENTER:	**Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities**

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 19, 2023, for a total of $375,000 for FY 23/24 recreation reimbursements for the municipalities: $125,000 for Sebring, $125,000 for Avon Park and $125,000 for Lake Placid.

Now, we are bringing before the Board the Recreation Interlocal for the Town of Lake Placid.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities.

FISCAL IMPACT

There is a fiscal impact to Fund 005 (General) of $125,000 for the Town of Lake Placid Recreation Interlocal Agreement that was approved in the Adopted Budget for FY 23/24 to be reimbursed from Cost Center 6101 (Recreation), Account # 54915 (Lake Placid).

Attachments: LP Rec Interlocal FY24 4.16.24 updated.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE TOWN OF LAKE PLACID FOR OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the TOWN OF LAKE PLACID, 1069 US Highway 27 North, Lake Placid, FL 33852, hereinafter referred to as the TOWN, and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

WHEREAS, Florida Statutes, Section 163, authorizes the TOWN and COUNTY to enter into an Interlocal Agreement for the provision of efficient and effective services; and

WHEREAS, the TOWN owns operates and maintains certain recreational facilities which are utilized by both TOWN and COUNTY residents; and

WHEREAS, the TOWN has requested that the COUNTY cooperate and work with the TOWN for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the TOWN and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the TOWN and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the TOWN and used by TOWN and COUNTY residents.

3. Procurement. The parties agree that, where applicable, the TOWN shall be responsible for all bidding, contracting and supervision of any outside vendors. The TOWN agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The TOWN is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

   A. The TOWN owns, Operates and Maintains public recreation facilities located in the incorporated area of the TOWN. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the TOWN. The TOWN has requested that the COUNTY assist the TOWN in providing the funding required to operate and maintain the public recreation facilities

listed on **Exhibit "A"** to this Agreement during fiscal year beginning on October 1, 2023, and ending September 30, 2024.

B. The COUNTY agrees to obligate and make available to the TOWN up to $125,000 to be used for actual operation and maintenance expenditures as provided in the TOWN adopted recreation budget as contained in **Exhibit "B"** for the recreation facilities listed on **Exhibit "A"**.

C. This Interlocal Agreement shall become effective upon the execution by the TOWN and the COUNTY.

5. Accounting. The TOWN shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The TOWN shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the TOWN, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the TOWN refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the TOWN will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the TOWN's non-compliance with the terms and conditions of this Interlocal Agreement if the TOWN fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the TOWN fails to cure such material non-compliance within the time allowed, the TOWN agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The TOWN acknowledges the requirements of Florida Statutes, Section 448.095, and the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) which is incorporated herein by reference. To the extent applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the TOWN 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 TOWN 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 TOWN stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the TOWN 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. 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.

9. Default. Upon the occurrence of any event of default by the TOWN, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the TOWN 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 TOWN arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the TOWN, the TOWN shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

B. The COUNTY and the TOWN expressly retain 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 or TOWN 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 or the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

12. 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 to the TOWN. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the TOWN shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Highlands County Attention: County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
TOWN:	Town of Lake Placid Attention: Town Manager 1069 US Highway 27 North Lake Placid, Florida 33852

13. Governing Law and Venue. 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.

14. 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 of 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.

15. Amendment. 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.

16. 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. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

17. Joint Negotiations. 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.

18. Recording. The CITY shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the COUNTY.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party.

DATED this _____ day of _____, 2024.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Kevin Roberts, Chairperson

Attest:

_____
Jerome Kaszubowski, Clerk

DATED this 11 day of March, 2024

TOWN OF LAKE PLACID

By: _____
John M. Holbrook, Mayor

Attest:

_____
Eva Cooper Hapeman, Town Clerk

EXHIBIT "A"
List of Facilities

EXHIBIT "A"

Municipal and Improvement District Recreation Facilities Inventory

Town of Lake Placid

TOWN OF LAKE PLACID FACILITIES	Address	Location/ Address	Property Owner	Parcel Number	Acreage	Facilities																					Comments/Notes
						Basket-ball Court	Tennis Court	Nature Park	Ball Field	Softball Field	Baseball Field	Soccer Field	Football Field	Multi-Purpose Field	Swimming Pool	Swimming Area	Boat Ramp	Fishing Pier	Play-ground	Club-house	Picnic Area/ Facilities	Restroom	Board-walk	Off-Road Bike Trails	Nature Trails	Bird Watching	
Lake June Park/Sports Complex	501 Jackson Rd.	Lake Placid	Town of Lake Placid	P36362909000410000	37.95				4	2		4	1			X	X				X	3					
John's Park	213 East Interlkake Blvd.	Lake Placid	Town of Lake Placid	P31363003000400290																							
Stuart Park	131 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363007000600000																	X	1					Shuffleboard
Devane Park	115 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362902000A00000																							
Jerrys Park	8 North Oak Street	Lake Placid	Town of Lake Placid	P313607A01000050																							
Bicentenial Park	151 Dal Hall Blvd.	Lake Placid	Town of Lake Placid	P313607802800100															X								
Spruce Park	216 Gladiola St.	Lake Placid	Town of Lake Placid	P06373007000200080															X								
Hillcrest Park	619 Hillcrest Ave.	Lake Placid	Town of Lake Placid	P313630A0006000000																							
Taylor Park	106 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00121															X								
Taylor Park	111 Grove St.	Lake Placid	Town of Lake Placid	P36362921000E00120															X								
Taylor Park	110 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00111															X								
Taylor Park	112 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00110															X								
Taylor Park	114 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00101															X								
Taylor Park	116 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00100															X								
Basketball Courts	201 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362912000C00080		1																					
Bishop Park	10 Lake June Clubhouse Rd.	Lake Placid	Town of Lake Placid	C253629A0002400000	4.51																						

EXHIBIT "B"

Approved Budget

EXHIBIT "B"

ORDINANCE NO. 2023-9

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE PLACID, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2023-2024; ALLOWING FOR LINE-ITEM ADJUSTMENTS DURING THE YEAR AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Placid, Florida, on September 18, 2023, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, a notice of this proposed Ordinance was published at least ten (10) days prior to adoption in a newspaper of general circulation in the Town of Lake Placid; and

WHEREAS, two public hearings were held by the Town Council on said proposed Ordinance as required by Florida Statute 200.065 on:

The 11th day of September 2023; and
The 198th day of September 2023

WHEREAS, the Town Council of the Town of Lake Placid, Florida, set forth the appropriations and revenue estimate for the budget for Fiscal Year 2023-2024 in the amount of $12,713,041.

WHEREAS, from time to time, the Town Council may consider the status of the Budget for the Town of Lake Placid, and upon a thorough review of the budget, if the Town Council determines the need for line-item adjustments made within the budget, the Town Council may do so through an Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lake Placid, Florida, that:

1. The Fiscal Year 2023-2024 Final Budget (attached as Exhibit A) is adopted.
2. The Town Council, from time to time, may review the status of the budget for the Town, and if they determine there needs to be line-item adjustments, the Council may make the adjustments through an Ordinance adopted by the Council.
3. This Ordinance shall take effect on October 1, 2023.

DULY ADOPTED on the 18th day of September 2023.

TOWN OF LAKE PLACID

BY: _____
John M. Holbrook, Mayor

Attest: _____
Eva Cooper Hapeman, Town Clerk

Millage Per $1,000
General Fund 3.10

BUDGET SUMMARY
Town of Lake Placid - Fiscal Year 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF TOWN OF LAKE PLACID ARE ABOUT 60% MORE THAN LAST YEAR TOTAL OPERATING EXPENDITURES DUE TO PROPOSED UTILITY PROJECTS

ESTIMATED REVENUES:	GENERAL FUND	SPECIAL INFRAST. REVENUE FUND	ENTERPRISE FUND WATER /WASTEWA / SANIT/CEM	CAPITAL FUNDS WATER / WASTEWATER	TOTAL BUDGET
Taxes: Millage Per $1000					
Ad Valorem Tax 3.10	938,559				938,559.00
Sales and Use Taxes	794,246	386,742.00			1,180,988.00
Maintenance Fees	32,531				32,531.00
Charges for Services	17,180		4,004,661.00		4,021,841.00
Intergovernmental Revenue	60,500				60,500.00
Revenue sharing program	85,116				85,116.00
Grants	0		5,090,000.00	-	5,090,000.00
Licenses & Permits	15,750				15,750.00
Fines & Forfeitures	29,000				29,000.00
Recreation Fees	13,000				13,000.00
Franchise Fees	310,000				310,000.00
H. County Government - Recreation	125,000				125,000.00
H. County Government - Tax Increment	237,129				237,129.00
Interest Earned/Other	5,300	50.00	9,250.00	500.00	15,100.00
TOTAL SOURCES	**2,663,311.00**	**386,792.00**	**9,103,911.00**	**500.00**	**12,154,514.00**
Interfund Transfers in	92,000.00	-	79,861.00	50,000.00	221,861.00
Fund Balance	95,412	-	161,253.61	80,000.00	336,665.61
Reserves/Net Assets	-	-	-	-	-
TOTAL REVENUES & TRANSFERS	**2,850,723**	**386,792**	**9,345,026**	**130,500**	**12,713,041**
EXPENDITURES/EXPENSES:					
General/Government	461,529	386,792			848,321
Public Safety	1,068,695				1,068,695
Physical Environment			1,066,173		1,066,173
Transportation	459,614				459,614
Community Redevelopment Agency	237,179				237,179
Debt Services			61,361		61,361
Utilities			8,131,412	130,500	8,261,912
Human Services			86,080		86,080
Recreation & Culture	429,615				429,615
Horticulture	194,091				194,091
TOTAL EXPENDITURES/EXPENSES	**2,850,723**	**386,792**	**9,345,026**	**130,500**	**12,713,041**
Fund Balance					
TOTAL APPROPRIATED EXPENSES	**2,850,723**	**386,792**	**9,345,026**	**130,500**	**12,713,041**

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
	GOVERNMENTAL REVENUE										
001-300-000	GEN BUDGET FUND BALANCE	-	-	126,094.00	-		#DIV/0!	95,412		#DIV/0!	95,412.00
001-311-000	GEN AD VALOREM TAXES	763,693.35	781,895.30	781,538.00	790,159.64	848,556.00	101%	938,559	3.10 Mil	111%	90,003.00
001-312-410	GEN FIRST LOCAL OPTION FUEL TA	62,523.66	63,029.81	60,193.00	44,559.46	65,761.00	71%	67,692	Final Estin	103%	1,931.00
001-312-430	GEN SECOND LOCAL OPTION FUEL T	42,290.35	43,159.26	40,691.00	30,707.25	44,783.00	71%	46,544	Final Estin	104%	1,761.00
001-312-431	GEN GAS TAX HOLIDAY				6,575.60	-	#DIV/0!	-		#DIV/0!	-
001-314-100	GEN UTILITY SERVICE TAX - ELEC	336,737.37	361,509.47	275,500.00	273,749.44	275,500.00	76%	350,000		127%	74,500.00
001-314-800	GEN UTILITY SERVICE TAX - PROP	12,452.45	15,343.44	11,000.00	11,835.60	12,000.00	77%	15,000		125%	3,000.00
001-315-000	GEN (CST) COMMUNICATION SERVIC	113,177.32	117,581.66	113,448.00	85,987.10	129,685.00	73%	129,685	Final Estin	100%	-
001-316-012	GEN LOCAL BUSINESS TAX	17,007.50	15,178.75	15,155.00	4,406.25	14,770.00	29%	14,630		99%	(140.00
001-316-013	GEN PEDDLER TAX	-	25.00	-	100.00	-	400%	-		#DIV/0!	-
001-322-000	GEN. ZONING/PLANNING PERMITS	-	-	-	-	-	#DIV/0!	-	NEW P&Z C	#DIV/0!	-
001-322-001	AGEN. ZONING/PLANNING ENG. REV	1,765.00	1,850.00	1,000.00	1,500.00	-	81%	1,500	NEW P&Z C	#DIV/0!	1,500.00
001-322-002	GEN. ZONING/PLANNING VARIANCE	-	6,195.00	-	500.00	-	8%	500	NEW P&Z C	#DIV/0!	500.00
001-322-003	GEN. PZ REZONING	-	-	-	1,500.00	-	#DIV/0!	500	NEW P&Z C	#DIV/0!	500.00
001-322-900	GEN PERMITS - OTHER		-	-	-	1,000.00	#DIV/0!	800	NEW P&Z C	80%	(200.00
001-322-901	GEN SIGN PERMIT FEES	825.00	500.00	200.00	325.00	500.00	65%	-	NEW P&Z C	0%	(500.00
001-322-903	GEN PERMITS - DRIVE WAY		250.00	-	250.00	-	100%	250	NEW P&Z C	#DIV/0!	250.00
001-323-100	GEN FRANCHISE FEE - ELECTRICIT	258,715.33	295,219.86	215,000.00	254,175.16	215,000.00	86%	310,000		144%	95,000.00
001-324-620	GEN RECREATON USER FEES	4,280.00	2,340.00	8,000.00	6,180.00	8,000.00	264%	8,000		100%	-
001-329-000	GEN ZONING-VARIANCE PERMITS	-	-	1,000.00	3,000.00		#DIV/0!	3,000		#DIV/0!	3,000.00
001-331-000	GEN FED GRANT - CARES ACT	49,803.71	-	-			#DIV/0!	-		#DIV/0!	-
001-331-010	GEN FED GRANT - CSLFRF	-	620,808.00	-	620,808.00	620,808.00	100%	-	ARPA fundi	0%	(620,808.00
001-331-100	FDOT FED GRANT	84,828.65	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-331-210	GEN STATE GRANT - DRUG	-	-	1,000.00	-	-	#DIV/0!	-		#DIV/0!	-
001-331-220	GEN GRANT - FDLE	-	-	1,000.00	-	1,000.00	#DIV/0!	-		0%	(1,000.00
001-334-101	GEN FDOT-NORTH US MAINTENANCE	17,567.96	13,175.97	17,568.00	13,175.97	17,568.00	100%	17,568		100%	-
001-335-125	GEN STATE REVENUE SHARING PROC	85,323.95	105,311.96	93,458.00	46,029.18	79,214.00	44%	85,116		107%	5,902.00
001-335-140	GEN MOBILE HOME LICENSES	2,165.98	2,909.36	2,000.00	2,169.20	2,200.00	75%	2,500		114%	300.00
001-335-150	GEN ALCOHOLIC BEVERAGE LICENSE	9,406.17	9,369.28	8,000.00	8,721.82	10,000.00	93%	10,000		100%	-
001-335-180	GEN LOCAL GOVT. HALF CENT SALE	169,114.02	178,809.52	169,720.00	116,572.89	151,496.00	65%	170,695		113%	19,199.00
001-335-900	GEN STATE STREET LIGHTS MAINTE	12,694.23	13,801.32	13,801.32	14,963.00	14,963.00	108%	14,963		100%	-
001-337-700	GEN COUNTY CULTURE/RECREATION	110,000.00	-	110,000.00	-	-	#DIV/0!	-		#DIV/0!	-
001-337-701	GRANT LOCAL - ARPAC	-	-	140,801.44	-	140,801.00	#DIV/0!	-		0%	(140,801.00
001-340-100	P.D. PUBLIC RECORDS	29.18	5.00	-	15.84	50.00	317%	30		60%	(20.00
001-342-100	P.D. REPORT FEE	809.30	452.99	450.00	412.92	600.00	91%	450		75%	(150.00
001-342-101	P.D. PARKING TICKET	880.00	1,140.00	500.00	500.00	500.00	44%	500		100%	-
001-342-102	P.D. SPECIAL DETAIL - POLICING	-	10,635.00	-	8,392.50	7,000.00	79%	8,700		124%	1,700.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-342-900	P.D. OTHER PUBLIC SAFETY CHARG	500.00	-	500.00	-	500.00	#DIV/0!	-		0%	(500.00
001-342-907	P.D. MAGISTRATE COURT PUBLIC S	-	-	200.00	-	200.00	#DIV/0!	-		0%	(200.00
001-342-910	P.D. MUNICIPAL LIEN RESEARCH F	3,150.00	2,530.00	3,000.00	2,025.00	3,000.00	80%	3,000		100%	-
001-347-200	REC TOWN PARKS RENTAL CHARGE	(425.00)	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-351-100	P.D. FINES-FORFEITURES	30,708.09	26,874.47	22,154.06	24,013.65	25,000.00	89%	27,500		110%	2,500.00
001-351-300	P.D. EDUCATION ASSESSMENT	1,493.23	1,280.29	800.00	870.84	1,500.00	68%	1,500		100%	-
001-358-001	GEN REC. TOWN PARKS RENTAL	5,555.20	6,858.00	1,500.00	3,955.00	7,000.00	58%	5,000		71%	(2,000.00
001-358-002	T.H. BUILDING RENTAL (Reservat	(2,150.00)	(1,330.00)	-	5.00	-	0%	-		#DIV/0!	-
001-359-000	P.D. OTHER FINES & CHARGES	83.33	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-361-000	GEN INTEREST	2,470.26	1,879.78	5,000.00	4,604.32	2,500.00	245%	5,000		200%	2,500.00
001-361-001	GEN INTEREST: CD & MM	672.22	214.99	1,000.00	124.87	200.00	58%	250		125%	50.00
001-362-007	GEN ADM. BUILDING RENT: WATER	17,700.00	17,700.00	17,700.00	29,000.00	29,000.00	164%	35,000		121%	6,000.00
001-362-008	GEN ADM. BUILDING RENT: SANITA	4,023.00	4,023.00	4,023.00	8,000.00	8,000.00	199%	8,000		100%	-
001-362-009	GEN ADM. BUILDING RENT: WASTEW	10,500.00	10,500.00	10,500.00	12,000.00	12,000.00	114%	14,000		117%	2,000.00
001-362-010	GEN ADM. BUILDING RENT: CEMETE	1,060.00	1,060.00	1,060.00	3,500.00	3,500.00	330%	3,500		100%	-
001-362-011	GEN ADM. BUILDING RENT: 1069 U	2,220.00	2,060.00	-	925.00	1,111.00	45%	1,200		108%	89.00
001-364-001	GEN. DISPOSITION OF FIXED ASSE	-	310,000.00	-	-	-	0%	-		#DIV/0!	-
001-365-001	ADMIN. SALE OF SURPLUS ASSETS		50.00	-	-	-	0%	-		#DIV/0!	-
001-365-002	ST & RD. SALE OF SURPLUS ASSET	66.80	-	-	100.00	-	#DIV/0!	-		#DIV/0!	-
001-365-005	P.D. SALE OF SURPLUS ASSETS	2,000.00	-	-	8,000.00	-	#DIV/0!	-		#DIV/0!	-
001-366-200	P.D. DONATIONS FROM PRIVATE SO	3,410.25	3,544.84	-	834.00	-	24%	-		#DIV/0!	-
001-366-202	P.D. DONATIONS FROM FINGERPRIN	25.00	50.00	-	35.00	-	70%	-		#DIV/0!	-
001-366-203	P.D. CAR SEAT DONATIONS	5,813.40	3,432.08	-	-	-	0%	-		#DIV/0!	-
001-366-206	P.D. CONCEALED WEAPON CLASS	1,260.00	635.00	-	250.00	-	39%	-		#DIV/0!	-
001-366-207	P.D. TOY DRIVE	-	6,945.00	-	-	-	0%	-		#DIV/0!	-
001-366-208	P.D. NO SHAVE NOVEMBER	100.00	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-366-341	ST&RD DONATIONS FROM CHAMBER	17,000.00					#DIV/0!	-		#DIV/0!	-
001-366-710	REC. DONATIONS FROM PRIVATE SO	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-369-010	GEN ADM. MISCELLANEOUS REVENUE	32,287.47	344.93	3,000.00	5,674.13	-	1645%	-		#DIV/0!	-
001-369-100	P.D. EE REIMB. FOR AUTO USE (T	77.21	260.59	-	188.87	-	72%	-		#DIV/0!	-
001-381-901	GEN ADM. TRANSFER IN - SANITAT	-	-	27,886.00	-	-	#DIV/0!	-		#DIV/0!	-
001-381-999	GEN ADM. TRANSFER-IN INFRA	41,000.00	6,148.00	-	-	48,000.00	0%	92,000		192%	44,000.00
001-386-100	CULTURE/RECREATION - COUNTY TR	77,766.00	110,000.00	110,000.00	-	110,000.00	0%	125,000	Confirmed	114%	15,000.00
001-392-000	GEN ADM. INSURANCE PROCEEDS	-	-	-	3,896.20	-	#DIV/0!	-		#DIV/0!	-
001-392-002	PUBLIC WORKS. INSURANCE PROCEE				17,484.50	-	#DIV/0!	-		#DIV/0!	-
001-392-004	REC. INSURANCE PROCEEDS	-	-	-	6,663.89	-	#DIV/0!	-		#DIV/0!	-
001-392-005	P.D. INSURANCE PROCEEDS	615.60	40,560.67	-	-	-	0%	-		#DIV/0!	-
	TOTAL GENERAL FUND REVENUE	**2,415,072.54**	**3,216,117.59**	**2,415,440.82**	**2,479,422.09**	**2,913,266.00**	77%	**2,613,544**		90%	(299,722.00
	INFRASTRUCTURE REVENUE						#DIV/0!			#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
101-300-000	BUDGET FUND BALANCE	-	-	-	-	240,023.00	#DIV/0!	-		0%	(240,023.00
101-312-630	INFRA DISCRETIONARY SALES SUR	333,639.93	301,016.98	342,078.00	215,214.00	260,407.00	71%	386,742		149%	126,335.00
101-334-400	INFRA STATE GRANT ST&RD	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
101-361-010	INFRA INTEREST	1,462.58	(9.07)	3,500.00	30.48	50.00	-336%	50		100%	-
101-381-409	INFRASTRUCTURE TRANSFER IN - S	-	-	85,139.74	-	47,983.00	#DIV/0!	-		0%	(47,983.00
	TOTAL INFRASTRUCTURE REVENUE	**335,102.51**	**301,007.91**	**430,717.74**	**215,244.48**	**548,463.00**	72%	**386,792**		71%	(161,671.00
	TOWN OF LAKE PLACID - CRA (TRUST)						#DIV/0!			#DIV/0!	-
103-300-000	FUND BALANCE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
103-361-000	INTEREST	29.28	(26.26)	-	31.21	-	-119%	50		#DIV/0!	50.00
103-381-999	TRANSFER IN - GF	12,679.00	18,397.00	18,397.00	6,500.00	41,493.00	35%	65,634	3.10	158%	24,141.00
103-386-700	HCBCC TAX INCREMENT	32,602.00	48,398.00	48,398.00	103,412.00	109,158.00	214%	171,495	3.10	157%	62,337.00
	TOTAL CRA REVENUE	**45,310.28**	**66,768.74**	**66,795.00**	**109,943.21**	**150,651.00**	165%	**237,179**		157%	86,528.00
	SPECIAL REVENUE-GRANT PROJECTS						#DIV/0!			#DIV/0!	-
300-300-000	FUND BALANCE	-	-	-	-	-		16,668		#DIV/0!	
300-331-000	DEP SSCP	-	-	-	1,391,564.39	2,030,000.00	#DIV/0!	5,090,000		251%	3,060,000.00
300-361-000	GRANT INTEREST	3.80	(46.00)	-	90.33	-	-196%	100		#DIV/0!	100.00
300-361-001	INTEREST EARNED ON TOWN FUNDS				11.21	-	#DIV/0!	-		#DIV/0!	-
300-381-401	GRANT TRANSFER IN - WATER SYST	-	150,000.00	-	-	-	0%	-		#DIV/0!	-
300-381-402	GRANT TRANSFER IN - SEWER	-	-	-	500,000.00	-	#DIV/0!	-		#DIV/0!	-
	TOTAL SPECIAL REVENUE-GRANT PROJEC	**3.80**	**149,954.00**	**-**	**1,891,665.93**	**2,030,000.00**	1261%	**5,106,768**		252%	3,076,767.61
	WATER SYSTEMS REVENUE						#DIV/0!			#DIV/0!	-
401-300-000	WA FUND BALANCE	-	-	-	-	-	#DIV/0!	144,253	Purchase or	#DIV/0!	144,253.00
401-324-210	WA IMPACT FEE- RESIDENTIAL (WA	43,875.00	36,000.00	20,000.00	31,950.00	35,000.00	89%	40,000		114%	5,000.00
401-324-220	WA IMPACT FEE - COMMERCIAL	8,340.00	20,070.00	-	-	20,000.00	0%	10,000		50%	(10,000.00
401-342-200	FIRE PROTECTION	(1,740.00)	-	3,600.00	-	2,000.00	#DIV/0!	-		0%	(2,000.00
401-343-300	WATER UTILITY REVENUE	1,291,040.44	1,384,217.33	1,388,930.00	1,134,335.33	1,555,602.00	82%	1,590,000		102%	34,398.00
401-343-350	WATER PENALTIES	1,746.28	2,850.08	1,500.00	2,085.36	1,500.00	73%	2,000		133%	500.00
401-343-355	WA TAP FEE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-343-900	SERVICE CONNECTION FEES	34,792.50	41,625.00	25,000.00	45,775.00	30,000.00	110%	45,000		150%	15,000.00
401-361-000	INTEREST INCOME	1,187.34	1,760.48	3,000.00	8,703.77	3,000.00	494%	9,000		300%	6,000.00
401-364-000	DISPOSITION GAIN/LOSS ON DISPO	116,260.82	-	-	18,352.93	-	#DIV/0!	-		#DIV/0!	-
401-365-000	SALE OF SURPLUS MATERIAL & SCR	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-369-000	MISCELLANEOUS INCOME	2,965.32	7,705.47	3,000.00	7,465.00	3,000.00	97%	3,000		100%	-
401-369-200	SETTING/REPAIRING METERS	14,300.00	10,920.00	10,000.00	10,625.00	10,000.00	97%	10,000		100%	-
401-369-900	MUNICIPAL LIEN RESEARCH FEE	2,485.00	2,700.00	-	1,650.00	-	61%	1,500		#DIV/0!	1,500.00
401-381-003	TRANSFER IN - SEWER	-	1,909.90	-	-	-	0%	-		#DIV/0!	-
401-389-200	WA FED GRANT - CARES ACT	5,590.44	-	-			#DIV/0!	-		#DIV/0!	-
	TOTAL WATER SYSTEMS REVENUE	**1,520,843.14**	**1,509,758.26**	**1,455,030.00**	**1,260,942.39**	**1,660,102.00**	84%	**1,854,753**		112%	194,651.00
	WASTEWATER REVENUE						#DIV/0!			#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
402-300-000	FUND BALANCE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-324-110	WW SDC RESIDENTIAL	3,200.00	3,200.00	4,500.00	-	4,500.00	0%	-		0%	(4,500.00
402-324-120	WW SDC - COMMERCIAL	23,060.00	6,400.00	1,500.00	-	4,000.00	0%	-		0%	(4,000.00
402-331-500	W.W. FED. ECONOMIC ENVIRONMENT	-	-	-	-	90,000.00	#DIV/0!	90,000		100%	-
402-334-500	W.W. STATE ECONOMIC ENVIRONMEN	67,788.00	10,816.50	-	-	-	0%	-		#DIV/0!	-
402-343-350	SEWER PENALTIES	1,109.90	1,815.68	1,400.00	970.29	1,400.00	53%	1,000		71%	(400.00
402-343-355	WW TAP FEE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-343-500	SEWER SERVICE FEES	826,222.84	860,002.81	872,277.00	740,501.01	1,003,119.00	86%	1,060,000		106%	56,881.00
402-343-501	GREASE TRAP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-343-504	SEWER AVAILABILITY FEE	18,237.46	18,114.83	18,258.00	15,072.88	18,258.00	83%	18,841		103%	583.00
402-361-000	INTEREST INCOME	206.13	(17.27)	500.00	28.38	500.00	-164%	50		10%	(450.00
402-381-401	Transfer - In	-	2,221.57	-	-	-	0%	-		#DIV/0!	-
402-389-200	WW FED GRANT - CARES ACT	7,431.55	-	-			#DIV/0!	-		#DIV/0!	-
402-392-001	WW INSURANCE PROCEEDS	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
	TOTAL WASTEWATER REVENUE	**947,255.88**	**902,554.12**	**898,435.00**	**756,572.56**	**1,121,777.00**	84%	**1,169,891**		104%	48,114.00
	CEMETERY REVENUE										-
403-300-000	FUND BALANCE	-	-	4,334.00	-	1,353.00	#DIV/0!	333		25%	(1,020.00
403-343-801	CEM CREMAIN LOT 4X4	800.00	1,200.00	-	-	1,500.00	0%	-		0%	(1,500.00
403-343-802	CEM MEMORIAL LOT 3.6X10	9,000.00	3,500.00	6,400.00	4,200.01	2,500.00	120%	5,000		200%	2,500.00
403-343-803	CEM TRADITIONAL 4X11	33,100.00	50,400.00	15,000.00	26,900.00	15,000.00	53%	17,147		114%	2,147.00
403-346-901	PERPETUAL CARE FEES	36,000.00	47,400.00	18,000.00	25,800.00	18,000.00	54%	18,000		100%	-
403-346-902	CRYPT VASES	13,300.00	25,500.00	300.00	13,300.00	10,300.00	52%	10,500		102%	200.00
403-346-903	NICHE - VASE	5,950.00	9,200.00	2,000.00	6,900.00	7,000.00	75%	7,000		100%	-
403-346-906	CEM OPENING-CLOSING CRYPTS	1,200.00	3,300.00	1,000.00	1,350.00	1,300.00	41%	1,500		115%	200.00
403-346-907	CEM OPENING-CLOSING NICHES	1,650.00	700.00	1,000.00	750.00	1,000.00	107%	1,000		100%	-
403-346-908	CEM MARKING FEE BURIAL	9,850.00	7,400.00	6,000.00	5,550.00	5,000.00	75%	5,000		100%	-
403-346-909	CEM MARKING FEE HEADSTONE	2,750.00	3,150.00	2,000.00	1,900.00	2,000.00	60%	2,000		100%	-
403-361-000	INTEREST ON C.D. & MONEY MARKE	73.08	(39.53)	300.00	2.03	100.00	-5%	100		100%	-
403-389-200	C.E. FED GRANT - CARES ACT	236.89					#DIV/0!	-		#DIV/0!	-
	TOTAL CEMETERY REVENUE	113,909.97	151,710.47	56,334.00	87,271.89	65,053.00	58%	67,580		104%	2,527.00
	WATER SEWER CAPITAL IMPROVEMENT						#DIV/0!			#DIV/0!	-
404-300-000	BUDGET FUND BALANCE	-	-	-	-	136,000.00	#DIV/0!	80,000		59%	(56,000.00
404-361-000	INTEREST	1,349.89	50.94	3,000.00	910.94	500.00	1788%	500		100%	-
404-361-002	INTERST - WA	266.48	1.26	500.00	-	-	0%	-		#DIV/0!	-
404-361-003	INTERST - WW	397.10	9.19	500.00	531.39	-	5782%	-		#DIV/0!	-
404-369-220	IMPACT FEES - WATER	39,600.00	-	20,000.00	-	55,000.00	#DIV/0!	50,000		91%	(5,000.00
404-369-221	IMPACT FEES - SEWER	6,400.00	-	6,000.00	-	8,500.00	#DIV/0!	-		0%	(8,500.00
404-369-700	TRANSFER IN - SEWER REV	132,819.00	-	-	-	-	#DIV/0!	-		#DIV/0!	-
404-381-000	TRANSFER IN - WATER REV	113,400.00	-	-	705,523.18	-	#DIV/0!	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
404-381-600	TRANSFER IN - WATER PLANTS EXP	-	-	-	344,275.83	-	#DIV/0!	-		#DIV/0!	-
404-381-700	TRANSFER IN - SEWER PLANTS EXP	-	-	-	484,384.72	-	#DIV/0!	-		#DIV/0!	-
	TOTAL WATER SEWER CAPITAL IMPROVE	294,232.47	61.39	30,000.00	1,535,626.06	200,000.00	2501427%	130,500		65%	(69,500.00
	SANITATION REVENUE						#DIV/0!			#DIV/0!	-
409-300-003	SA FUND BALANCE - 409	-	-	215,598.00	-	235,588.00	#DIV/0!	-		0%	(235,588.00
409-343-350	SANITATION PENALTIES	481.16	1,122.70	1,000.00	770.35	1,000.00	69%	1,000		100%	-
409-343-400	GARBAGE/SOLID WASTE DUMPSTER R	470,904.42	638,028.49	512,000.00	501,047.89	536,962.00	79%	893,923		166%	356,961.00
409-343-401	GARBAGE/SOLID WASTE RESIDENTIA	122,964.59	133,586.13	172,320.00	121,706.63	141,020.00	91%	160,250		114%	19,230.00
409-343-403	NON-RESIDENTIAL COLLECTION		82.50	-	272.50	-	330%	-		#DIV/0!	-
409-343-410	EXTRA/BULK TRASH PICKUP	18,736.15	19,667.75	12,600.00	8,300.00	15,000.00	42%	10,000		67%	(5,000.00
409-343-430	SANIT. SETUP FEE	175.00	1,175.00	1,000.00	640.00	1,000.00	54%	1,000		100%	-
409-361-000	INTEREST INCOME	83.27	(17.01)	1,000.00	13.04	-	-77%	-		#DIV/0!	-
409-365-000	SALE OF SURPLUS ASSETS	190.40	148.00	-	40.80	-	28%	-		#DIV/0!	-
409-369-900	OTHER MISCELLANEOUS REVENUES	-	-	-	12.00	-	#DIV/0!	-		#DIV/0!	-
409-381-100	OPERATING TRANSFER IN	-	-	50,000.00	336,502.50	550,000.00	#DIV/0!	-		0%	(550,000.00
409-389-200	SA FED GRANT - CARES ACT	1,667.26					#DIV/0!	-		#DIV/0!	-
	TOTAL SANITATION REVENUE	615,202.25	793,793.56	965,518.00	969,305.71	1,480,570.00	122%	1,066,173		72%	(414,397.00
	WASTEWATER LOAN REPAYMENT ACCOUNT						#DIV/0!			#DIV/0!	-
412-361-000	INTEREST	109.25	10.66	200.00	45.13	50.00	423%	-		0%	(50.00
412-381-001	TRANSFER IN LOAN I	(0.20)	66,669.00	66,669.00	60,671.00	66,669.00	91%	-		0%	(66,669.00
412-381-002	TRANSFER IN LOAN II	0.68	61,362.00	61,361.00	56,690.75	61,361.00	92%	61,361		100%	-
	TOTAL WASTEWATER LOAN REPAYMENT	109.73	128,041.66	128,230.00	117,406.88	128,080.00	92%	61,361		48%	(66,719.00
	CEMETERY TRUST						#DIV/0!			#DIV/0!	-
413-300-000	FUND BALANCE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
413-361-010	INTEREST	488.49	160.61	-	493.98	-	308%	500		#DIV/0!	500.00
413-381-010	TRANSFER IN-CEMETERY	100.00	-	18,000.00	226,648.09	7,858.00	#DIV/0!	18,000		229%	10,142.00
	TOTAL CEMETERY TRUST	588.49	160.61	18,000.00	227,142.07	7,858.00	141425%	18,500		235%	10,642.00
							#DIV/0!			#DIV/0!	-
		----------	----------	----------	----------	----------	#VALUE!	----------		#VALUE!	#VALUE!
	COMBINED GOVERNMENTAL REVENUE	**6,287,631.06**	**7,219,928.31**	**6,464,500.56**	**9,650,543.27**	**10,305,820.00**	134%	**12,713,041**		123%	2,407,220.61
		----------	----------	----------	----------	----------	#VALUE!	----------		#VALUE!	#VALUE!
							#DIV/0!			#DIV/0!	-
	GOVERNMENTAL EXPENSES						#DIV/0!			#DIV/0!	-
	ADMINISTRATIVE EXPENSES						#DIV/0!			#DIV/0!	-
001-513-012	ADM REG WAGES	64,682.04	70,321.30	72,776.00	113,856.55	75,417.00	162%	130,064		172%	54,647.32
001-513-013	OTHER SALARIES AND WAGES	127.50	37.50	65.00	-	-	0%	-		#DIV/0!	-
001-513-014	ADM OT WAGES	121.17	329.26	5,000.00	432.73	-	131%	-		#DIV/0!	-
001-513-016	ADM VACATION LEAVE	3,937.21	4,451.59	-	4,479.57	-	101%	-		#DIV/0!	-
001-513-017	ADM SICK LEAVE	1,391.54	1,265.33	-	7,085.68	-	560%	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-513-023	ADM HEALTH-LIFE INSURANCE	54,807.04	49,055.61	53,386.00	49,402.53	50,271.00	101%	58,035	Coverage in	115%	7,764.48
001-513-121	ADM AUTO USE	694.28	571.32	720.00	1,274.40	720.00	223%	810		113%	90.00
001-513-210	ADM. SOCIAL SECURITY/MEDICARE	5,169.49	5,693.60	5,950.00	9,398.28	5,769.00	165%	9,950		172%	4,180.92
001-513-220	ADM. RETIREMENT	18,849.36	21,640.63	21,433.00	30,628.43	22,856.00	142%	41,867		183%	19,010.61
001-513-310	ADM. LEGALS	3,407.66	4,895.86	6,000.00	136.66	6,000.00	3%	-		0%	(6,000.00)
001-513-311	ADM. SIMPLEFILE E-RECORDING	2,799.20	2,459.00	2,500.00	1,760.50	2,500.00	72%	2,500		100%	-
001-513-313	ADM. PROFESSIONAL SERVICES - O	7,012.99	-	810.00	-	-	#DIV/0!	-		#DIV/0!	-
001-513-319	ADM. CONSULTING SERVICES - OTH	-	9,362.66	-	-	-	0%	-		#DIV/0!	-
001-513-320	ADM. ACCOUNTING & AUDITING	1,044.38	1,086.16	1,245.00	626.63	1,050.00	58%	1,065		101%	15.00
001-513-322	ADM. IT SERVICES	370.73	404.78	1,000.00	572.87	1,000.00	142%	720	New Vendo	72%	(280.00)
001-513-349	ADM. BUILDING CLEANING CONTRAC		685.56	-	249.31	780.00	36%	-		0%	(780.00)
001-513-410	ADM. COMMUNICATION	1,973.36	2,044.51	2,000.00	3,329.10	2,000.00	163%	5,000		250%	3,000.00
001-513-420	ADM. POSTAGE	135.25	212.43	500.00	104.86	250.00	49%	250		100%	-
001-513-430	ADM. ELECTRICITY	737.84	929.46	1,000.00	2,289.47	1,000.00	246%	2,500		250%	1,500.00
001-513-450	ADM. TOWN INSURANCE	5,595.09	6,193.03	5,522.00	5,819.74	7,438.00	94%	9,613		129%	2,175.17
001-513-461	ADM. REPAIR & MAINTENANCE	1,569.79	5,995.49	1,000.00	1,899.55	1,500.00	32%	2,000		133%	500.00
001-513-470	ADM. CODIFICATION	1,520.00	3,564.40	5,000.00	1,520.00	4,000.00	43%	4,000		100%	-
001-513-471	ADM. COPIER, PRINTING & BINDIN	197.80	139.00	-	147.41	250.00	106%	300		120%	50.00
001-513-480	ADM. ADVERTISEMENT	2,844.19	2,042.37	5,000.00	869.41	3,000.00	43%	1,000		33%	(2,000.00)
001-513-490	ADM. OTHER CURRENT CHARGES	714.54	235.89	5,000.00	256.84	500.00	109%	500		100%	-
001-513-491	ADM. TRIBUTES	54.95	154.80	500.00	-	250.00	0%	250		100%	-
001-513-493	ADM. ELECTION	-	4,040.72	3,000.00	-	-	0%	4,100		#DIV/0!	4,100.00
001-513-496	ADM. CHAMBER EVENTS	5,000.00	-	2,500.00	3,500.00	2,500.00	#DIV/0!	2,500		100%	-
001-513-497	ADM. HIGHLANDS CTY HUMAN RES D	-	2,000.00	1,000.00	-	1,000.00	0%	1,000		100%	-
001-513-510	ADM. OFFICE SUPPLIES	1,470.73	698.27	600.00	2,942.42	1,000.00	421%	3,000		300%	2,000.00
001-513-520	ADM. OPERATING SUPPLIES	615.05	3,342.33	2,000.00	3,905.46	440.00	117%	3,440		782%	3,000.00
001-513-522	ADM. FUEL	35.68	142.20	150.00	89.15	105.00	63%	92		88%	(12.72)
001-513-527	ADM. SAFETY PROGRAM	-	-	200.00	-	200.00	#DIV/0!	200		100%	-
001-513-529	ADM. SOFTWARE ANNUAL MAINTENAN	563.63	563.63	270.00	-	540.00	0%	450		83%	(89.88)
001-513-540	ADM. BOOKS, DUES, PUB, TRAVEL,	1,533.55	1,943.64	1,200.00	1,164.70	2,000.00	60%	2,000	Planner $3€	100%	-
001-513-541	ADM. ATHLETIC FACILITY MEMBERS	-	22.75	300.00	80.50	300.00	354%	300		100%	-
001-513-550	ADM. TRAINING & EDUCATION	340.19	944.33	3,000.00	448.20	3,000.00	47%	10,000	Planner $5,	333%	7,000.00
001-513-551	ADM. COUNCIL BOOKS, DUES, ED	-	119.99	-	-	-	0%	-		#DIV/0!	-
001-513-600	ADM. CAPITAL IMPROVEMENTS	967.32	608.93	15,000.00	15.27	15,000.00	3%	10,000		67%	(5,000.00)
001-513-602	ADM. TOWN HALL UPGRADE	22.56	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-513-603	ADM. CAPITAL IMPROVEMENTS: OTH	59.32	-	-	3,917.97	-	#DIV/0!	10,000	Public Reco	#DIV/0!	10,000.00
001-513-911	ADM. INTRAGOVT TRANSFER OUT -	12,679.00	18,397.00	66,795.00	-	41,493.00	0%	65,634		158%	24,141.00
001-581-000	TRANSFER - NODs	-	-	-	45.00	-	#DIV/0!	-		#DIV/0!	-
001-581-999	TRANSFER OUT	-	6,148.00	-	-	550,000.00	0%	-		0%	(550,000.00)

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
	ADMINISTRATIVE EXPENSES	**203,044.43**	**232,820.85**	**292,422.00**	**252,249.19**	**804,129.00**	108%	**383,141**		48%	(420,988.10)
	LEGAL COUNCIL						#DIV/0!			#DIV/0!	-
001-514-310	ADM. LEGAL COUNSEL: MAGISTRATE	-	-	1,000.00	-	1,000.00	#DIV/0!	-		0%	(1,000.00)
001-514-313	ADM. LEGAL COUNSEL	-	-	100.00	4,398.76	100.00	#DIV/0!	500		500%	400.00
	LEGAL COUNCIL EXPENSES	-	-	**1,100.00**	**4,398.76**	**1,100.00**	#DIV/0!	**500**		45%	(600.00)
	PLANNING AND ZONING						#DIV/0!			#DIV/0!	-
001-515-000	ADM. ZONING/PLANNING CONSULTAN	35,000.00	35,000.00	35,000.00	23,106.25	50,000.00	66%	-	NEW P&Z P	0%	(50,000.00)
001-515-100	ADM. ZONING/PLANNING: ENG. REV	-	-	-	-	-	#DIV/0!	-	NEW P&Z P	#DIV/0!	-
001-515-200	ADM. ZONING/PLANNING: VARIANCE	-	-	-	-	-	#DIV/0!	-	NEW P&Z P	#DIV/0!	-
001-515-300	ADM. ZONING/PLANNING: NOTICE O	-	-	-	-	-	#DIV/0!	1,000	Eva mail ou	#DIV/0!	1,000.00
001-515-510	ADM. ZONING/PLANNING: OFFICE SUPPLI	-	-	-	-	-	#DIV/0!	1,500	NEW P&Z P	#DIV/0!	1,500.00
001-515-520	ADM. ZONING/PLANNING: OPERATING SU	-	-	-	-	-	#DIV/0!	300	NEW P&Z P	#DIV/0!	300.00
	PLANNING AND ZONING EXPENSES	**35,000.00**	**35,000.00**	**35,000.00**	**23,106.25**	**50,000.00**	66%	**2,800**		6%	(47,200.00)
	TOTAL ADMINISTRATIVE EXPENSES	**238,044.43**	**267,820.85**	**328,522.00**	**279,754.20**	**855,229.00**	104%	**386,441**		45%	(468,788.10)
										#DIV/0!	-
	PUBLIC SAFETY (POLICE)									#DIV/0!	-
001-521-012	P.D. REG WAGES	323,338.71	339,734.52	414,555.00	296,229.40	425,458.00	87%	515,593		121%	90,135.38
001-521-013	P.D. OTHER SALARIES AND WAGES	723.63	269.37	716.00	-	-	0%	-		#DIV/0!	-
001-521-014	P.D. OT WAGES	12,528.85	14,545.25	12,000.00	20,726.32	-	142%	12,000		#DIV/0!	12,000.00
001-521-015	P.D. SPECIAL DETAIL	4,309.97	10,764.88	-	8,637.65	-	80%	8,700		#DIV/0!	8,700.00
001-521-016	P.D. VACATION	18,421.13	18,825.44	-	15,372.86	-	82%	-		#DIV/0!	-
001-521-017	P.D. SICK LEAVE	16,230.07	4,303.86	-	29,307.04	-	681%	-		#DIV/0!	-
001-521-023	P.D. HEALTH-LIFE INSURANCE	70,232.99	60,025.18	67,607.00	57,149.27	76,762.00	95%	94,249		123%	17,486.68
001-521-024	P.D. WRK COMP	-	-	-			#DIV/0!	-		#DIV/0!	-
001-521-121	P.D. AUTO USE	462.86	457.14	480.00	240.00	480.00	53%	540		113%	60.00
001-521-210	P.D. SOCIAL SECURITY/MEDICARE	28,406.30	28,779.18	32,631.00	27,167.69	32,548.00	94%	39,443		121%	6,894.89
001-521-220	P.D. RETIREMENT	73,829.92	96,450.71	89,297.00	89,286.53	92,498.00	93%	141,586		153%	49,088.21
001-521-250	P.D. UNEMPLOYMENT COMP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-521-310	P.D. LEGAL COUNSEL	8,189.66	2,219.79	2,500.00	5,213.53	3,000.00	235%	3,600		120%	600.00
001-521-313	P.D. BUILDING CLEANING CONTRAC	-	-	-	-	-	#DIV/0!	-	Staff positic	#DIV/0!	-
001-521-319	P.D. CONSULTING SERVICES - OTH	2,100.00	37.65	-	-	-	0%	-		#DIV/0!	-
001-521-320	P.D. ACCOUNTING FEES & SERVICE	627.50	652.60	996.00	376.50	1,400.00	58%	1,420		101%	20.00
001-521-322	P.D. IT SERVICES	800.00	1,371.54	100.00	485.84	1,000.00	35%	3,600	New Vendo	360%	2,600.00
001-521-340	P.D. OTHER SERVICES	1,268.60	1,872.55	-	768.00	-	41%	1,000		#DIV/0!	1,000.00
001-521-349	P.D. BUILDING CLEANING CONTRAC	-	-	648.00	156.00	624.00	#DIV/0!	-	Staff positic	0%	(624.00)
001-521-350	P.D. INVESTIGATION	-	-	200.00	-	-	#DIV/0!	200		#DIV/0!	200.00
001-521-410	P.D. COMMUNICATIONS	18,578.88	17,987.50	19,000.00	14,835.41	19,000.00	82%	19,000		100%	-
001-521-411	P.D. SOCIAL MEDIA ARCHIVING				-	3,300.00	#DIV/0!	3,700		112%	400.00
001-521-413	P.D. SMART COP CARDS	-	-	3,219.00	-	-	#DIV/0!	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-521-414	P.D. TELEPHONE SYSTEM MAIN. CO	-	-	1,097.00	-	1,100.00	#DIV/0!	2,000		182%	900.00
001-521-416	P.D. SMART COP CONTRACT	3,418.00	3,588.00	5,300.00	-	3,300.00	0%	3,800		115%	500.00
001-521-420	P.D. POSTAGE	869.43	1,316.63	1,500.00	677.90	1,000.00	51%	1,100		110%	100.00
001-521-430	P.D. ELECTRICITY	5,372.71	5,299.03	5,300.00	4,156.53	5,300.00	78%	5,500		104%	200.00
001-521-450	P.D. TOWN INSURANCE	12,540.18	12,603.05	11,043.00	11,638.45	18,177.00	92%	19,226		106%	1,049.35
001-521-46	P.D. REPAIR & MAINT.	-	1,543.08	-	-	-	0%	-		#DIV/0!	-
001-521-460	P.D. BUILDING REPAIR	3,416.64	496.23	3,500.00	5,403.55	3,500.00	1089%	4,000		114%	500.00
001-521-463	P.D. EQUIPMENT REPAIR	20,059.09	12,410.85	21,000.00	20,036.64	21,000.00	161%	17,000		81%	(4,000.00
001-521-471	P.D. COPIER, PRINTING & BINDIN	3,204.11	3,199.84	1,800.00	2,392.35	1,800.00	75%	2,700		150%	900.00
001-521-480	P.D. ADVERTISEMENT	563.94	708.98	250.00	42.55	250.00	6%	250		100%	-
001-521-490	P.D. OTHER CURRENT CHARGES	286.00	383.32	1,000.00	42.45	1,000.00	11%	500		50%	(500.00
001-521-491	P.D. BACK TO SCHOOL SUPPLIES (	-	470.46	-	-	-	0%	-		#DIV/0!	-
001-521-492	P.D. TRIBUTES	159.95	271.21	150.00	204.90	150.00	76%	150		100%	-
001-521-510	P.D. OFFICE SUPPLIES	5,985.68	5,872.20	2,000.00	3,799.12	3,000.00	65%	5,900		197%	2,900.00
001-521-512	P.D CAR SEAT PURCHASE	6,659.05	4,812.77	-	-	-	0%	-		#DIV/0!	-
001-521-513	P.D TOY DRIVE	-	6,547.40	-	-	-	0%	-		#DIV/0!	-
001-521-514	P.D. NO SHAVE NOVEMBER	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-521-515	P.D. BIKE RODEO EXPENSES	-	288.96	-	-	-	0%	-		#DIV/0!	-
001-521-519	P.D. OPE. SUPPLIES-DONATIONS	2,400.90	442.01	-	202.00	-	46%	-		#DIV/0!	-
001-521-521	P.D. FUEL	16,233.58	23,678.60	20,000.00	19,411.28	19,219.00	82%	26,423		137%	7,203.90
001-521-523	P.D. OPERATING SUPPLIES	6,483.97	9,301.62	15,200.00	6,947.29	15,552.00	75%	10,352	Town event	67%	(5,200.00
001-521-524	P.D. UNIFORMS/BOOTS /SAFETY	3,045.55	7,412.65	525.00	3,498.06	3,000.00	47%	3,200		107%	200.00
001-521-525	P.D. SOFTWARE ANNUAL MAINTENAN	883.65	338.65	540.00	-	675.00	0%	563		83%	(112.35
001-521-540	P.D. BOOKS, DUES, PUB, TRAVEL,	3,067.72	5,795.81	6,000.00	4,233.81	6,000.00	73%	6,000		100%	-
001-521-541	P.D. ATHLETIC FACILITY MEMBERS	386.52	306.09	500.00	240.17	500.00	78%	400		80%	(100.00
001-521-550	P.D. TRAINING & EDUCATION	3,703.74	3,940.89	6,000.00	6,669.11	6,000.00	169%	6,000		100%	-
001-521-551	P.D. ACADEMY	-	-	-	-	5,000.00	#DIV/0!	-		0%	(5,000.00
001-521-600	P.D. GRANT EXPENSE	699.98	260.64	-	-	-	0%	-		#DIV/0!	-
001-521-610	P.D. CAPITAL OUTLAY	10,962.91	163.56	-	-	-	0%	-		#DIV/0!	-
001-521-640	P.D. CAPITAL OUTLAY MACHINERY	9,767.34	21,594.15	27,526.00	12,302.19	17,000.00	57%	17,000		100%	-
001-521-643	P.D. CAPITAL OUTLAY: VEHICLE	81,881.83	42,581.00	-	49,104.00	48,000.00	115%	92,000		192%	44,000.00
001-521-999	P.D. TRANSFER OUT - FL. SAFE S	-	-	25,000.00	-	25,000.00	#DIV/0!	-		0%	(25,000.00
	POLICE EXPENSES	**782,101.54**	**773,924.84**	**799,180.00**	**716,954.39**	**861,593.00**	93%	**1,068,695**		124%	207,102.06
	CODE ENFORCEMENT (ADMINISTRATIVE/CIVILIAN)									#DIV/0!	-
001-529-012	C.E. REG WAGES	77,805.28	87,242.80	89,990.00	37,030.20	85,441.00	42%	39,492		46%	(45,949.08
001-529-013	C.E. OTHER SALARIES AND WAGES	61.50	-	91.00	-	-	#DIV/0!	-		#DIV/0!	-
001-529-014	C.E. OT WAGES	1,758.65	2,912.05	-	2,542.82	-	87%	-		#DIV/0!	-
001-529-016	C.E. VACATION	6,861.50	5,383.22	-	2,697.85	-	50%	-		#DIV/0!	-
001-529-017	C.E. SICK	1,723.70	730.01	-	12,525.75	-	1716%	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-529-023	C.E. HEALTH-LIFE INSURANCE	17,596.65	18,116.08	16,901.00	8,135.72	19,142.00	45%	10,324		54%	(8,817.58
001-529-210	C.E. SOCIAL SECURITY/MEDICARE	6,753.24	7,342.89	6,884.00	3,785.47	6,536.00	52%	3,021		46%	(3,514.87
001-529-220	C.E. RETIREMENT	19,221.67	21,251.06	19,674.00	10,236.69	20,228.00	48%	6,878		34%	(13,349.67
001-529-310	C.E. LEGAL COUNSEL	141.41	999.81	500.00	811.91	500.00	81%	1,000		200%	500.00
001-529-319	C.E. CONSULTING SERVICES - OTH	-	7.50	-	-	-	0%	-		#DIV/0!	-
001-529-320	C.E. ACCOUNTING AND AUDITING	125.00	130.00	249.00	75.00	350.00	58%	355		101%	5.00
001-529-322	C.E. IT SERVICES	-	76.71	500.00	67.12	500.00	87%	360	New Vendo	72%	(140.00
001-529-323	C.E. BUILDING CLEANING CONTRAC	-	-	162.00	-	-	#DIV/0!	-		#DIV/0!	-
001-529-349	C.E. BUILDING CLEANING CONTRAC	-	-	-	39.00	156.00	#DIV/0!	-		0%	(156.00
001-529-410	C.E. COMMUNICATIONS	1,394.78	1,106.44	1,000.00	343.57	1,000.00	31%	500		50%	(500.00
001-529-420	C.E. POSTAGE	10.96	14.78	500.00	9.32	500.00	63%	100		20%	(400.00
001-529-430	C.E. ELECTRIC	77.60	111.19	100.00	66.83	100.00	60%	100		100%	-
001-529-450	C.E. TOWN INSURANCE	-	2,021.13	1,841.00	1,939.59	2,446.00	96%	3,204		131%	758.39
001-529-460	C.E. REPAIR / MAINT	61.18	527.97	1,000.00	140.42	2,000.00	27%	2,000		100%	-
001-529-471	C.E. COPIER, PRINTING & BINDIN	23.66	421.77	-	10.05	500.00	2%	100		20%	(400.00
001-529-480	C.E. ADVERTISEMENT	47.97	315.69	-	8.47	-	3%	400		#DIV/0!	400.00
001-529-510	C.E. OFFICE SUPPLIES	79.66	434.76	500.00	2,634.83	500.00	606%	500		100%	-
001-529-520	C.E. FUEL	1,386.92	2,291.09	1,500.00	771.92	1,633.00	34%	1,453		89%	(179.63
001-529-524	C.E. UNIFORMS/BOOTS /SAFETY	-	854.64	375.00	-	375.00	0%	375		100%	-
001-529-525	C.E. SOFTWARE ANNUAL MAINTENAN	67.46	67.46	270.00	-	270.00	0%	811		300%	541.06
001-529-526	C.E. OPERATING SUPPLIES				22.63	88.00	#DIV/0!	238		270%	150.00
001-529-540	C.E. ED, BOOKS, DUES, PUB, TRA	13.96	156.89	1,000.00	95.62	1,000.00	61%	75		8%	(925.00
001-529-550	C.E. TRAINING & EDUCATION	3.95	841.31	1,000.00	2,329.43	3,000.00	277%	3,800		127%	800.00
001-529-600	C.E. CAPITAL IMPROVEMENT	4,517.74	37.75	-	-	3,000.00	0%	-		0%	(3,000.00
	CODE ENFORCEMENT (ADMINISTRATIVE	**139,734.44**	**153,395.00**	**144,037.00**	**86,320.21**	**149,265.00**	56%	**75,088**		50%	(74,177.37
	STREETS & ROADS									#DIV/0!	-
001-541-012	ST & RD REG WAGES	147,277.23	109,563.56	126,975.00	93,557.38	135,525.00	85%	158,898		117%	23,372.86
001-541-013	ST & RD OTHER SALARIES AND WAG	451.50	1.50	267.00	-	-	0%	-		#DIV/0!	-
001-541-014	ST & RD OT WAGES	5,868.48	3,262.72	3,250.00	4,428.44	-	136%	-		#DIV/0!	-
001-541-016	ST & RD VACATION LEAVE	9,559.19	7,257.04	-	9,539.94	-	131%	-		#DIV/0!	-
001-541-017	ST & RD SICK LEAVE	6,222.60	4,477.17	-	9,301.86	-	208%	-		#DIV/0!	-
001-541-023	ST & RD HEALTH-LIFE INSURANCE	40,229.77	26,595.00	49,809.00	28,984.68	33,791.00	109%	38,231		113%	4,440.03
001-541-121	ST & RD AUTO USE	324.00	320.00	336.00	168.00	336.00	53%	378		113%	42.00
001-541-210	ST & RD SOCIAL SECURITY/MEDICA	12,697.41	9,482.05	9,962.00	8,841.74	10,368.00	93%	12,156		117%	1,787.69
001-541-220	ST & RD RETIREMENT	22,476.24	19,553.19	25,740.00	19,676.58	22,444.00	101%	31,295		139%	8,851.23
001-541-251	ST & RD UNEMPLOYMENT	-	2,535.13	-	122.84	-	5%	-		#DIV/0!	-
001-541-310	ST & RD LEGAL COUNSEL	392.89	3,892.05	2,500.00	2,019.44	2,500.00	52%	2,500		100%	-
001-541-319	ST & RD CONSULTING SERVICES -	-	31.74	810.00	580.00	-	1827%	-		#DIV/0!	-
001-541-320	ST & RD ACCOUNTING AND AUDITIN	528.93	550.09	1,245.00	317.36	1,750.00	58%	1,775		101%	25.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-541-322	ST & RD IT SERVICES	20.73	189.28	-	109.87	150.00	58%	1,800	New Vendo	1200%	1,650.00
001-541-349	ST & RD BUILDING CLEANING CONT	-	348.78	-	222.63	780.00	64%	-		0%	(780.00
001-541-410	ST & RD COMMUNICATIONS	4,374.56	3,702.85	4,000.00	2,506.09	5,000.00	68%	5,000		100%	-
001-541-420	ST & RD POSTAGE	61.74	92.59	150.00	39.27	150.00	42%	150		100%	-
001-541-430	ST & RD ELECTRICITY	42,761.66	49,250.05	50,000.00	40,129.82	55,000.00	81%	55,000		100%	-
001-541-450	ST & RD TOWN INSURANCE	3,730.06	4,096.28	3,681.00	3,879.15	4,901.00	95%	6,409		131%	1,507.78
001-541-460	ST & RD REPAIR & MAINT.	46.97	1,931.10	-	4,164.64	-	216%	-		#DIV/0!	-
001-541-461	ST & RD REPAIR RAILROAD CROSSI	3,780.00	3,934.00	4,000.00	3,934.00	4,000.00	100%	4,000		100%	-
001-541-463	ST & RD REPAIR & MAINT. - EQUI	14,327.54	16,752.86	19,000.00	5,586.85	22,000.00	33%	24,000	New equipr	109%	2,000.00
001-541-464	ST & RD SAFETY	622.52	640.77	2,000.00	20.60	1,500.00	3%	500		33%	(1,000.00
001-541-465	ST & RD REPAIR & MAINT. - VEHI	1,479.76	1,220.13	1,500.00	1,698.90	2,500.00	139%	2,500		100%	-
001-541-471	ST & RD COPIER, PRINTING & BIN	602.65	619.10	500.00	444.71	700.00	72%	700		100%	-
001-541-480	ST & RD ADVERTISEMENT	621.62	487.99	700.00	35.87	700.00	7%	500		71%	(200.00
001-541-490	ST & RD OTHER CURRENT CHARGES	1,028.83	11.74	1,500.00	18.92	1,500.00	161%	200		13%	(1,300.00
001-541-510	ST & RD OFFICE SUPPLIES	788.07	743.95	1,500.00	123.79	1,000.00	17%	1,000		100%	-
001-541-511	ST & RD COPIER CHARGE	-					#DIV/0!	-		#DIV/0!	-
001-541-520	ST & RD OPERATING SUPPLIES	462.58	3,080.21	5,000.00	1,026.53	5,440.00	33%	3,440	Town event	63%	(2,000.00
001-541-521	ST & RD SOFTWARE ANNUAL MAINTE	285.45	285.45	810.00	-	1,349.00	0%	1,125		83%	(223.70
001-541-523	ST & RD UNIFORMS	2,833.96	3,565.15	3,000.00	2,236.59	4,000.00	63%	4,000		100%	-
001-541-524	ST & RD FUEL	2,575.59	5,676.76	2,000.00	4,281.66	6,457.00	75%	6,457		100%	0.36
001-541-525	ST & RD CHEMICALS	4,220.00	3,000.00	2,000.00	2,412.45	3,000.00	80%	3,000		100%	-
001-541-530	ST & RD ROAD MATERIALS AND SUP	3,994.31	11,711.57	12,500.00	2,034.94	11,000.00	17%	10,000		91%	(1,000.00
001-541-531	ST & RD REPAIR RAILROAD CROSSI	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-541-540	ST & RD BOOKS, DUES, PUB, TRAV	64.74	91.90	500.00	105.53	500.00	115%	500		100%	-
001-541-541	ST & RD ATHLETIC FACILITY MEM	66.70	0.70	100.00	1.40	100.00	200%	100		100%	-
001-541-550	ST & RD TRAINING AND EDUCATION	387.01	190.30	1,000.00	57.80	1,000.00	30%	1,000		100%	-
001-541-581	ST & Rd Miscellaneous Expense	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-541-600	ST & RD CAPITAL IMPROVEMENTS	469.14	9,832.76	2,000.00	1,257.77	2,000.00	13%	2,000		100%	-
001-541-601	ST & RD SOFTWARE - PUBLIC RECO	58.76	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-541-630	ST & RD ROAD PAVING	-	-	-	-	-	#DIV/0!	20,000		#DIV/0!	20,000.00
001-541-640	ST & RD MACHINERY AND EQUIPMEN	106.44	12,486.61	5,000.00	-	15,000.00	0%	16,000	John Deere	107%	1,000.00
001-541-641	ST & RD MACHINERY - VEHICLE	22,688.00	-	23,500.00	-	35,000.00	#DIV/0!	45,000	Vehicle (Ro	129%	10,000.00
	TOTAL STREETS & ROADS EXPENSES	**358,487.63**	**321,464.12**	**366,835.00**	**253,868.04**	**391,441.00**	79%	**459,614**		117%	68,173.24
	PARKS AND RECREATION						#DIV/0!			#DIV/0!	-
001-572-012	REC. REG WAGES	47,674.70	54,336.20	70,991.00	25,853.43	66,944.00	48%	75,224		112%	8,279.62
001-572-013	REC. OTHER SALARIES AND WAGES	118.50	1.50	93.00	-	-	0%	-		#DIV/0!	-
001-572-014	REC. OT WAGES	1,339.76	1,016.61	500.00	411.69	-	40%	-		#DIV/0!	-
001-572-016	REC. VACATION	2,967.58	3,429.42	-	2,661.04	-	78%	-		#DIV/0!	-
001-572-017	REC. SICK LEAVE	1,503.07	2,413.72	-	2,959.95	-	123%	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-572-023	REC. HEALH-LIFE INSURANCE	12,643.34	16,661.24	16,902.00	7,354.55	18,286.00	44%	19,933		109%	1,647.29
001-572-024	REC. WRK COMP	-	-	-			#DIV/0!	-		#DIV/0!	-
001-572-121	REC. AUTO USE	231.43	228.57	240.00	120.00	240.00	53%	270		113%	30.00
001-572-210	REC. SOCIAL SECURITY/MEDICARE	4,034.31	4,626.87	5,469.00	2,396.24	5,121.00	52%	5,755		112%	633.61
001-572-220	REC. RETIREMENT	7,783.65	9,279.89	10,549.00	5,722.22	10,764.00	62%	14,106		131%	3,341.59
001-572-251	REC. UNEMPLOYMENT	-	161.89	-	81.90	-	51%	-		#DIV/0!	-
001-572-310	REC. LEGAL COUNSEL	345.49	987.68	3,500.00	252.04	3,500.00	26%	3,500		100%	-
001-572-312	REC. ENGINEERING	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-572-319	REC. CONSULTING SERVICES - OTH	-	82.50	648.00	-	-	0%	-		#DIV/0!	-
001-572-320	REC. ACCOUNTING AND AUDITING	1,375.00	1,430.00	996.00	825.00	1,400.00	58%	1,420		101%	20.00
001-572-322	REC. IT SERVICES	63.38	374.15	-	225.59	200.00	60%	1,800	New Vendo	900%	1,600.00
001-572-349	REC. BUILDING CLEANING CONTRAC	-	1,066.65	-	240.50	624.00	23%	-		0%	(624.00
001-572-410	REC. COMMUNICATIONS	7,411.50	7,773.27	6,000.00	5,942.31	7,000.00	76%	7,500		107%	500.00
001-572-420	REC. POSTAGE	166.52	188.60	300.00	103.71	300.00	55%	300		100%	-
001-572-430	REC. ELECTRICITY	6,427.70	7,198.12	4,000.00	8,703.60	7,000.00	121%	9,000		129%	2,000.00
001-572-450	REC. TOWN INSURANCE	18,650.30	20,235.51	18,405.00	19,400.16	24,461.00	96%	32,044		131%	7,582.91
001-572-460	REC. REPAIR & MAINTENANCE	14,995.80	19,343.08	24,000.00	19,390.66	25,000.00	100%	25,000		100%	-
001-572-461	REC. REPAIR EQUIPMENT	2,125.43	2,266.45	3,000.00	994.29	3,500.00	44%	7,000	Repair Lift &	200%	3,500.00
001-572-462	REC. REPAIR VEHICLE	1,193.51	2,219.85	2,500.00	1,255.30	2,000.00	57%	2,500		125%	500.00
001-572-463	REC. SAFETY EQUIPMENT	378.65	177.22	500.00	-	500.00	0%	500		100%	-
001-572-471	REC. COPIER, PRINTING & BINDIN	625.00	731.37	500.00	561.91	700.00	77%	800		114%	100.00
001-572-480	REC. ADVERTISEMENT	1,118.62	1,198.84	1,000.00	164.14	1,000.00	14%	1,000		100%	-
001-572-490	REC. OTHER CURRENT CHARGES	341.50	23.57	1,000.00	49.19	1,000.00	209%	500		50%	(500.00
001-572-491	REC. PARK HOLIDAY EQUIPMENT	2,643.17	16,913.65	17,000.00	18,052.19	17,000.00	107%	6,000	16' Christm	35%	(11,000.00
001-572-492	REC. PK SPECIAL EVENTS - FIREW	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	100%	3,500		117%	500.00
001-572-510	REC. OFFICE SUPPLIES	3,472.06	578.01	2,000.00	272.70	1,800.00	47%	1,000		56%	(800.00
001-572-520	REC. OPERATING SUPPLIES	252.50	3,856.64	3,200.00	2,964.69	6,352.00	77%	6,352	Town event	100%	-
001-572-521	REC. FUEL	3,092.18	5,395.51	2,500.00	2,990.02	3,506.00	55%	3,506		100%	0.27
001-572-522	REC. UNIFORMS	915.38	904.45	1,500.00	677.01	1,500.00	75%	1,500		100%	-
001-572-525	REC. SOFTWARE ANNUAL MAINTENAN	839.32	742.06	540.00	-	1,484.00	0%	1,238		83%	(246.17
001-572-526	REC. CHEMICALS	620.00	1,250.82	1,200.00	163.76	2,000.00	13%	1,000		50%	(1,000.00
001-572-540	REC. BOOKS, DUES, PUB, TRAVEL,	57.48	276.99	500.00	297.09	500.00	107%	500		100%	-
001-572-541	REC. ATHLETIC FACILITY MEMBERS	-	4.55	150.00	9.10	150.00	200%	150		100%	-
001-572-550	REC. TRAINING AND EDUCATION	428.15	106.70	1,000.00	17.07	1,000.00	16%	1,000		100%	-
001-572-600	REC. CAPITAL OUTLAY (SOFTWARE)	273.49	-	1,000.00	-	1,000.00	#DIV/0!	-		0%	(1,000.00
001-572-610	REC. CAPITAL OUTLAY	10,072.04	267.13	20,000.00	23.76	50,000.00	9%	20,000	Playground	40%	(30,000.00
001-572-630	REC. CAPITAL PROJECT - LIGHTEN	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-572-640	REC. MACHINERY AND EQUIPMENT	3,511.03	19,495.66	10,000.00	-	15,000.00	0%	20,000	Lawnmowe	133%	5,000.00
001-572-641	REC. MACHINERY - VEHICLE	22,688.00	-	-	-	35,000.00	#DIV/0!	35,000	Vehicle (Ro	100%	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
	PARKS AND RECREATION EXPENSES	**185,379.54**	**210,244.94**	**234,683.00**	**134,136.81**	**318,832.00**	**64%**	**308,897**		**97%**	**(9,934.89)**
	CULTURAL SERVICES									#DIV/0!	-
001-573-012	CULT. REG WAGES	20,345.58	21,109.10	26,742.00	11,109.72	28,161.00	53%	37,214		132%	9,053.32
001-573-013	CULT. OTHER PAY	12.50	37.50	102.00	-	-	0%	-		#DIV/0!	-
001-573-014	CULT. OT WAGES	68.21	72.87	250.00	35.19	-	48%	-		#DIV/0!	-
001-573-016	CULT. VACATION	843.62	1,057.77	-	426.86	-	40%	-		#DIV/0!	-
001-573-017	CULT. SICK	1,012.48	1,122.68	-	944.37	-	84%	-		#DIV/0!	-
001-573-023	CULT. HEALTH-LIFE INSURANCE	1,533.35	5,655.13	7,041.00	1,378.28	4,838.00	24%	10,427		216%	5,588.64
001-573-121	CULT. AUTO USE	92.57	91.43	96.00	48.00	96.00	52%	108		113%	12.00
001-573-210	CULT. SOCIAL SECURITY/MEDICARE	1,782.62	1,756.64	2,065.00	938.64	2,154.00	53%	2,847		132%	692.90
001-573-220	CULT. RETIREMENT	2,537.95	2,870.75	3,276.00	1,806.98	3,682.00	63%	8,053		219%	4,371.02
001-573-310	CULT. LEGAL COUNSEL	207.34	86.64	100.00	22.86	100.00	26%	100		100%	-
001-573-319	CULT. CONSULTING SERVICES - OT	-	7.49	162.00	-	-	0%	-		#DIV/0!	-
001-573-320	CULT. ACCOUNTING AND AUDITING	124.75	129.74	249.00	74.85	350.00	58%	355		101%	5.00
001-573-322	CULT. IT SERVICES	200.00	25.15	-	67.06	200.00	267%	360	New Vendo	180%	160.00
001-573-349	CULT. BUILDING CLEANING CONTRA	-	-	-	39.00	156.00	#DIV/0!	-		0%	(156.00)
001-573-410	CULT. COMMUNICATIONS	1,104.13	863.78	1,500.00	1,015.52	1,500.00	118%	1,500		100%	-
001-573-420	CULT. POSTAGE	10.96	14.78	50.00	11.00	50.00	74%	50		100%	-
001-573-430	CULT. ELECTRICITY	13,869.96	17,768.75	14,000.00	16,216.53	14,000.00	91%	20,000		143%	6,000.00
001-573-450	CULT. TOWN INSURANCE	-	2,021.08	1,841.00	1,939.59	2,446.00	96%	3,204		131%	758.39
~~001-573-462~~	~~CULT. REPAIR LK JUNE FACALITIE~~	~~3,222.32~~	~~1,096.92~~	~~1,000.00~~	~~122.48~~		~~11%~~		Remove & (	#DIV/0!	-
001-573-464	CULT. REPAIR & MAINT. - OTHER	11,220.25	17,683.60	14,000.00	18,350.08	19,000.00	104%	25,000		132%	6,000.00
~~001-573-465~~	~~CULT. EQUIPMENT REPAIR~~	~~3,135.43~~	~~29.98~~		~~5.63~~		~~19%~~		Remove & (	#DIV/0!	-
001-573-466	CULT. SAFETY EQUIPMENT	130.58	100.00	100.00	-	100.00	0%	100		100%	-
001-573-471	CULT. COPIER, PRINTING & BINDI	23.61	16.62	-	10.00	50.00	60%	50		100%	-
001-573-480	CULT. ADVERTISEMENT	39.67	138.85	100.00	8.45	100.00	6%	100		100%	-
001-573-510	CULT. OFFICE SUPPLIES	770.60	20.33	200.00	16.21	200.00	80%	200		100%	-
001-573-520	CULT. OPERATING SUPPLIES	7.43	1,810.60	800.00	941.80	1,588.00	52%	1,500		94%	(88.00)
001-573-522	CULT. UNIFORMS	93.55	258.92	250.00	-	250.00	0%	250		100%	-
001-573-524	CULT. FUEL	1,289.81	1,987.16	500.00	2,368.69	3,425.00	119%	3,425		100%	(0.31)
001-573-525	CULT. SOFTWARE ANNUAL MAINTENA	73.89	67.33	135.00	-	270.00	0%	225		83%	(44.94)
001-573-526	CULT. CHEMICALS	842.86	1,953.94	2,500.00	4,169.10	4,000.00	213%	5,000		125%	1,000.00
001-573-540	CULT. BOOKS, DUES, PUB, TRAVEL	6.28	13.79	100.00	22.57	50.00	164%	50		100%	-
001-573-541	CULT. ATHLETIC FACILITY MEMBER	-	-	100.00	-	100.00	#DIV/0!	100		100%	-
001-573-550	CULT. TRAINING & EDUCATION	652.54	2.15	500.00	-	500.00	0%	500		100%	-
001-573-600	CULT. CAPITAL	1,625.90	27,605.73	165,649.00	4,500.00	165,649.00	16%	-		0%	(165,649.00)
001-573-640	CULT. CAPITAL EQUIPMENT	103,719.27	47,422.54	44,826.00	639.99	15,000.00	1%	-		0%	(15,000.00)
	CULTURAL SERVICES EXPENSES	**170,600.01**	**154,899.74**	**288,234.00**	**67,229.45**	**268,015.00**	**43%**	**120,718**		**45%**	**(147,296.98)**
	HORTICULTURE									#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-579-012	HORT. REG WAGES	62,488.45	68,642.20	77,315.00	70,528.57	81,510.00	103%	108,784	Added posit	133%	27,274.00
001-579-013	HORT. OTHER SALARIES AND WAGES	39.00	112.50	77.00	-	-	0%	-		#DIV/0!	-
001-579-014	HORT. OT WAGES	272.90	(12.70)	750.00	1,147.94	-	-9039%	-		#DIV/0!	-
001-579-016	HORT. VACATION	2,108.29	3,499.58	-	2,279.54	-	65%	-		#DIV/0!	-
001-579-017	HORT. SICK	3,145.76	3,279.96	-	2,230.10	-	68%	-		#DIV/0!	-
001-579-023	HORT. HEALTH-LIFE INSURANCE	18,189.67	16,530.49	21,141.00	12,973.80	23,981.00	78%	30,973		129%	6,992.27
001-579-024	HORT. WRK COMP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-579-121	HORT. AUTO USE	92.57	91.43	96.00	48.00	96.00	52%	108		113%	12.00
001-579-210	HORT. SOCIAL SECURITY/MEDICARE	5,070.32	5,674.80	5,972.00	5,722.86	6,236.00	101%	8,322	Added posit	133%	2,085.98
001-579-220	HORT. RETIREMENT	7,225.94	8,674.93	8,742.00	9,378.65	10,036.00	108%	22,765	Added posit	227%	12,729.37
001-579-250	HORT. UNEMPLOYMENT COMP	-	21.31	-	1,158.30	-	5435%	-		#DIV/0!	-
001-579-310	HORT. LEGAL COUNSEL	241.21	229.76	250.00	58.93	250.00	26%	-		0%	(250.00
001-579-319	HORT. CONSULTING SERVICES - OT	-	19.29	162.00	-	-	0%	-		#DIV/0!	-
001-579-320	HORT. ACCOUNTING AND AUDITING	321.50	334.36	249.00	192.90	350.00	58%	355		101%	5.00
001-579-322	HORT. IT SERVICES	154.51	86.08	-	93.98	200.00	109%	360	New Vendo	180%	160.00
001-579-349	HORT. BUILDING CLEANING CONTRA	-	211.05	-	55.72	156.00	26%	-		0%	(156.00
001-579-410	HORT. COMMUNICATIONS	2,197.47	2,041.30	2,000.00	1,182.10	2,000.00	58%	2,000		100%	-
001-579-420	HORT. POSTAGE	37.46	43.15	100.00	23.99	50.00	56%	50		100%	-
001-579-430	HORT. ELECTRIC	1,960.03	1,930.88	1,500.00	1,592.17	2,000.00	82%	2,000		100%	-
001-579-450	HORT. TOWN INSURANCE	3,730.06	2,059.19	1,841.00	1,939.59	2,461.00	94%	3,204		130%	743.39
001-579-460	HORT. REPAIR & MAINTENANCE	4,390.02	6,013.08	8,000.00	5,592.89	8,000.00	93%	8,000		100%	-
~~001-579-461~~	~~HORT. REPAIR & MAINT. EQUIP~~	~~4,006.82~~	~~475.44~~		~~175.88~~		~~37%~~		Remove & (	#DIV/0!	-
~~001-579-462~~	~~HORT. REPAIR & MAINT. IRRIGA~~	~~385.00~~	~~3,689.91~~				0%		Remove & (	#DIV/0!	-
001-579-463	HORT. SAFETY EQUIPMENT	92.74	46.49	200.00	-	100.00	0%	100		100%	-
001-579-471	HORT. COPIER, PRINTING & BINDI	58.08	42.75	-	40.31	50.00	94%	50		100%	-
001-579-480	HORT. ADVERTISEMENT	258.11	269.89	100.00	203.81	100.00	76%	225		225%	125.00
001-579-490	HORT. OTHER CURRENT CHARGES	177.28	79.02	300.00	11.50	200.00	15%	100		50%	(100.00
001-579-510	HORT. OFFICE SUPPLIES	206.50	137.59	300.00	160.93	200.00	117%	200		100%	-
001-579-520	HORT. INMATE EXPENSES	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-579-521	HORT. FUEL	2,058.15	3,646.00	1,000.00	1,534.81	1,204.00	42%	1,594		132%	389.94
001-579-522	HORT. UNIFORMS	411.74	308.98	500.00	-	500.00	0%	750		150%	250.00
001-579-523	HORT. OPERATING SUPPLES	294.24	361.94	1,000.00	316.47	88.00	87%	388		441%	300.00
001-579-524	HORT. CHEMICALS	1,120.60	1,335.39	1,500.00	2,303.06	2,500.00	172%	3,000		120%	500.00
001-579-525	HORT. SOFTWARE ANNUAL MAINTENA	173.51	173.51	135.00	-	135.00	0%	113		83%	(22.47
001-579-540	HORT. BOOKS, DUES, PUB AND TRA	19.86	48.58	100.00	59.85	100.00	123%	100		100%	-
001-579-541	HORT. ATHLETIC FACILITY MEMBER	-	-	50.00	-	50.00	#DIV/0!	50		100%	-
001-579-550	HORT. TRAINING AND EDUCATION	122.79	10.01	500.00	2.00	500.00	20%	500		100%	-
001-579-600	HORT. CAPITAL OUTLAY - SOFTWAR	63.94	-	-	-	-	#DIV/0!	-		#DIV/0!	-
001-579-610	HORT. CAPITAL OUTLAY	265.66	62.46	-	4.70	-	8%	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
001-579-640	HORT. MACHINE AND EQUIPMENT	25,794.74	10,681.60	8,072.00	-	-	0%	-		#DIV/0!	-
	TOTAL HORTICULTURE EXPENSES	**147,174.92**	**140,852.20**	**141,952.00**	**121,013.35**	**143,053.00**	**86%**	**194,091**		**136%**	**51,038.48**
	TOTAL PARKS AND RECREATION EXPENSES									#DIV/0!	-
		---	---	---	---	---				#VALUE!	#VALUE!
	TOTAL GENERAL FUND EXPENSES	**2,021,522.51**	**2,022,601.69**	**2,303,443.00**	**1,659,276.45**	**2,987,428.00**	**82%**	**2,613,544**		**87%**	**(373,883.56**
		---	---	---	---	---				#VALUE!	#VALUE!
	INFRASTRUCTURE									#DIV/0!	-
101-513-601	INFRA CAPITAL IMPROVEMENTS	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
101-513-605	INFRA CAPITAL IMPRV: NEW ROOF	-	-	-	-	136,128.00	#DIV/0!	-	ARPA fundi	0%	(136,128.00
101-521-644	INFRA VEHICLE - LPPD	41,000.00	-	-	-	48,000.00	#DIV/0!	92,000	2 Vehicles	192%	44,000.00
101-534-640	INFRA GARBAGE TRUCK LOAN	-	-	-	-	354,335.00	#DIV/0!	-		0%	(354,335.00
101-541-633	INFRA ROADS/SIDEWALKS/PATH	10,507.00	-	380,718.00	-	-	#DIV/0!	-		#DIV/0!	-
101-572-600	INFRA STUART PK RESTROOM	-	-	-	-	10,000.00	#DIV/0!	-		0%	(10,000.00
101-581-910	INFRA UNCATEGORIZED EXPENSES	-	-	-	74.91	-	#DIV/0!	294,792		#DIV/0!	294,792.00
101-581-999	INFRA TRANSFER OUT	-	-	50,000.00	-	-	#DIV/0!	-		#DIV/0!	-
	TOTAL INFRASTRUCTURE EXPENSES	**51,507.00**	**-**	**430,718.00**	**74.91**	**548,463.00**	#DIV/0!	**386,792**		**71%**	**(161,671.00**
	CRA EXPENSES										-
103-513-320	ACCOUNTING AND AUDITING	-	-	2,500.00	-	6,000.00	#DIV/0!	6,000		100%	-
103-513-490	OTHER CURRENT CHARGES (REPORTI	287.98	175.00	175.00	175.00	175.00	100%	175		100%	-
103-513-550	TRAINING AND TRAVEL	-	-	1,000.00	-	-	#DIV/0!	-		#DIV/0!	-
103-541-600	SIDEWALKS, STREETS & ROADS	53,781.87	15,635.66	50,000.00	32,640.25	-	209%	22,976	Lake Rachar	#DIV/0!	22,976.00
103-541-600	PAVING	-	-	-	-	-	#DIV/0!	39,080	Jackson Stre	#DIV/0!	39,080.00
103-541-600	STUART PARK (Electrical)	-	-	-	-	-	#DIV/0!	20,000		#DIV/0!	20,000.00
103-541-600	PIPE BURSTING PROJECT - WA	-	-	-	-	-	#DIV/0!	100,000		#DIV/0!	100,000.00
103-541-600	NORTH MAIN/DAL HALL	-	-	-	-	-	#DIV/0!	8,948		#DIV/0!	8,948.00
103-541-600	JOURNAL PLAZA ALLEY WAY	-	-	-	-	-	#DIV/0!	40,000		#DIV/0!	
103-572-600	PARKS UPGRADES	-	9,990.00	-	5,320.00	-	53%	-		#DIV/0!	-
103-581-000	UNCATEGORIZED EXPENSES	-	-	13,120.00	-	144,476.00	#DIV/0!	-		0%	(144,476.00
	TOTAL CRA EXPENSES	**54,069.85**	**25,800.66**	**66,795.00**	**38,135.25**	**150,651.00**	**148%**	**237,179**		**157%**	**86,528.00**
	CAPTIAL PROJECT FUND - GRANT										-
300-533-602	CDBG WATER LINE REPLACEMENT	-	16,666.69	-	15,000.03	30,000.00	90%	16,768	Consulting I	56%	(13,232.39
300-535-012	DEP WW. SALARIES DEP SSCP	-	41,523.36	-	54,600.32	-	131%	-		#DIV/0!	-
300-535-014	DEP OT WAGES	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
300-535-031	DEP PRE DESIGN STUDY	-	53,530.00	-	-	2,000,000.00	0%	1,000,000		50%	(1,000,000.00
300-535-032	DEP DESIGN AND PERMITTING	-	126,023.05	-	1,306,253.87	-	1037%	4,000,000		#DIV/0!	4,000,000.00
300-535-033	DEP BIDDING AND CONRACTOR SELE	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
300-535-034	DEP PROJECT MANAGEMENT	-	-	-	-	-	#DIV/0!	90,000		#DIV/0!	90,000.00
300-535-210	WW. SOCIAL SECURITY/MEDICARE	-	3,022.72	-	3,986.87	-	132%	-		#DIV/0!	-
300-535-310	PROFESSIONAL SERVICES	-	-	-	72.00	-	#DIV/0!	-		#DIV/0!	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
300-535-311	CDBG PROFESSIONAL SERV SEWER	10,000.02	-	-	-	-	#DIV/0!	-		#DIV/0!	-
300-535-420	DEP POSTAGE	-	-	-	772.32	-	#DIV/0!	-		#DIV/0!	-
300-581-535	GRANT TRANSFER OUT	-	2,221.57	-	-	-	0%	-		#DIV/0!	-
	TOTAL CAPTIAL PROJECT FUND - GRANT	10,000.02	242,987.39	-	1,380,685.41	2,030,000.00	568%	5,106,768		252%	3,076,767.61
	WATER SYSTEMS						#DIV/0!				-
401-533-012	REG WAGES	412,007.18	442,075.80	545,906.00	302,102.54	488,015.00	68%	556,910	(1) New Pos	114%	68,895.02
401-533-013	OTHER SALARIES AND WAGES	1,036.50	270.00	617.00	-	-	0%	-		#DIV/0!	-
401-533-014	OT WAGES	30,407.34	31,196.58	30,000.00	27,055.63	-	87%	-		#DIV/0!	-
401-533-016	VACATION LEAVE	19,960.65	33,316.67	-	18,261.64	-	55%	-		#DIV/0!	-
401-533-017	SICK LEAVE	13,052.49	14,768.01	-	19,363.03	-	131%	-		#DIV/0!	-
401-533-023	HEALTH-LIFE INSURANCE	107,544.71	97,392.72	130,901.00	72,699.47	115,202.00	75%	118,782	(1) New Pos	103%	3,579.96
401-533-024	WRK COMP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-533-121	AUTO USE	4,466.56	6,044.04	4,632.00	4,958.40	7,872.00	82%	8,046		102%	174.00
401-533-210	SOCIAL SECURITY/MEDICARE	36,689.63	39,127.04	44,057.00	27,193.14	37,333.00	69%	42,604		114%	5,270.62
401-533-220	RETIREMENT	73,293.18	81,202.93	90,092.00	62,974.93	83,041.00	78%	111,790	20% increas	135%	28,748.84
401-533-250	UNEMPLOYMENT COMPENSATION	3,162.50	2,151.53	-	-	-	0%	-		#DIV/0!	-
401-533-310	LEGAL COUNCIL	8,900.60	9,678.99	15,000.00	6,709.23	15,000.00	69%	10,000		67%	(5,000.00
401-533-311	ENGINEERING	-	15,481.63	15,000.00	22,304.96	10,000.00	144%	10,000	Envisor proj	100%	-
401-533-319	CONSULTING SERVICES - OTHER	-	702.27	6,804.00	-	-	0%	-		#DIV/0!	-
401-533-320	ACCOUNTING & AUDITING	11,704.55	12,172.73	10,458.00	7,022.73	14,700.00	58%	14,910	Single audit	101%	210.00
401-533-322	IT SERVICES	1,027.76	3,823.48	-	2,912.11	2,000.00	76%	4,500	New vendo	225%	2,500.00
401-533-340	CONTRACTUAL SERVICES	2,039.48	1,800.00	2,500.00	1,218.14	2,500.00	68%	2,500		100%	-
401-533-341	LAB TESTING	8,562.00	8,397.00	10,000.00	8,853.02	10,000.00	105%	12,000		120%	2,000.00
401-533-342	WATER TANK MAINTENANCE	57,600.16	41,922.75	56,158.00	-	62,884.00	0%	65,000		103%	2,116.00
401-533-349	BUILDING CLEANING CONTRACT	-	7,682.88	-	2,246.64	6,552.00	29%	-	Staff positic	0%	(6,552.00
401-533-410	COMMUNICATION	23,738.45	28,060.99	23,000.00	21,692.31	24,000.00	77%	27,000		113%	3,000.00
401-533-420	POSTAGE	8,635.44	11,265.81	7,500.00	11,484.66	10,000.00	102%	15,000		150%	5,000.00
401-533-430	ELECTRICITY	57,891.71	68,240.14	60,000.00	55,849.58	68,000.00	82%	72,000		106%	4,000.00
401-533-450	TOWN INSURANCE	78,331.26	86,137.58	77,303.00	81,472.15	104,736.00	95%	134,584	31% increas	128%	29,848.42
401-533-460	REPAIR AND MAINTENANCE - OTHER	25,307.22	12,029.53	10,000.00	29,601.76	10,000.00	246%	10,000		100%	-
401-533-461	CROSS CONNECTION	1,745.00	14,481.18	5,000.00	11,798.73	5,000.00	81%	15,000		300%	10,000.00
401-533-462	DISTRIBUTION LINE REPAIR	43,538.60	19,773.45	30,000.00	11,115.66	30,000.00	56%	20,000		67%	(10,000.00
401-533-463	EMERGENCY GENERATOR	7,548.25	19,268.04	12,000.00	13,988.92	12,000.00	73%	12,000		100%	-
401-533-464	WA WATER TANK MAINTENANCE REPA	-	18,737.24	-	48,276.64	-	258%	-		#DIV/0!	-
401-533-465	HYDRANT REPAIR	179.00	-	2,000.00	-	1,000.00	#DIV/0!	500		50%	(500.00
401-533-466	VEHICLE REPAIR	11,317.36	7,815.43	15,000.00	12,380.57	10,000.00	158%	10,000		100%	-
401-533-467	SAFETY PRORAM	2,898.45	567.75	1,500.00	355.48	1,200.00	63%	1,000		83%	(200.00
401-533-469	WATER PLANT MAINTENANCE	18,759.19	54,804.78	25,000.00	45,772.62	25,000.00	84%	25,000		100%	-
401-533-471	COPIER, PRINTING & BINDING	2,216.71	1,557.69	-	1,467.48	2,000.00	94%	2,000		100%	-

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
401-533-480	LEGAL ADVERTISEMENT	11,439.26	20,283.59	7,000.00	1,628.79	7,000.00	8%	2,500		36%	(4,500.00
401-533-490	OTHER CURRENT CHARGES	2,173.76	121.73	1,000.00	418.74	1,000.00	344%	1,000		100%	-
401-533-494	PLANT LICENSES RENEWAL	-	-	650.00	-	650.00	#DIV/0!	650		100%	-
401-533-499	WA BAD DEBT	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-533-510	OFFICE SUPPLIES	8,452.65	7,344.74	3,000.00	2,758.75	8,000.00	38%	5,000		63%	(3,000.00
401-533-520	OPERATING SUPPLIES	5,000.02	12,802.85	15,000.00	13,787.42	13,696.00	108%	18,696	Town event	137%	5,000.00
401-533-521	FUEL	21,514.00	35,500.42	25,000.00	29,095.55	30,000.00	82%	38,000		127%	8,000.00
401-533-522	UNIFORMS	4,397.02	3,237.59	4,000.00	3,468.49	4,000.00	107%	4,500		113%	500.00
401-533-525	CHEMICALS	35,778.84	43,216.97	35,000.00	36,232.41	45,500.00	84%	50,000		110%	4,500.00
401-533-526	ADMINISTRATIVE COSTS	17,700.00	17,700.00	17,700.00	-	29,000.00	0%	35,000		121%	6,000.00
401-533-529	SOFTWARE ANNUAL MAINTENANCE	7,203.51	9,257.71	5,667.00	-	5,127.00	0%	10,863	ADG costs a	212%	5,735.80
401-533-540	DUES, SUBSCRIPTION, MEMBERSHIP	556.52	8,984.31	3,500.00	7,842.89	3,500.00	87%	3,000		86%	(500.00
401-533-541	ATHLETIC FACILITY MEMBERSHIP	-	3.85	300.00	7.70	300.00	200%	300		100%	-
401-533-550	TRAINING AND EDUCATION	3,277.70	6,661.59	5,000.00	3,755.56	5,000.00	56%	5,000		100%	-
401-533-560	MISCELLANEOUS EXPENSE	-	-	500.00	-	-	#DIV/0!	-		#DIV/0!	-
401-533-590	DEPRECIATION	396,111.56	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-533-600	CAPITAL IMPROVEMENTS	83,424.36	42,944.63	9,286.00	171.11	10,000.00	0%	176,865	Includes Pu	1769%	166,865.40
401-533-601	BUILDING - NEW T.H	252.82	-	-	-	-	#DIV/0!	-		#DIV/0!	-
401-533-631	REPLACE/NEW METERS AND LINES	7,648.85	12,540.41	10,000.00	38,459.66	83,168.00	307%	-		0%	(83,168.00
401-533-643	LOCATING EQUIPMENT	47.07	15.98	-	-	8,000.00	0%	8,000		100%	-
401-533-644	NEW EQUIPMENT	2,051.74	38,968.63	-	14,541.46	125,126.00	37%	69,453	Purchase or	56%	(55,673.00
401-533-645	VEHICLE PURCHASE	-	-	55,000.00	97,520.35	59,000.00	#DIV/0!	74,800	Purchase or	127%	15,800.00
401-533-653	SYSTEM/PROGRAM	6,667.97	8,314.89	7,000.00	-	9,000.00	0%	-		0%	(9,000.00
401-581-006	TRANSFER SYS DEVELOPMENT FEE	39,600.00	-	20,000.00	-	55,000.00	#DIV/0!	50,000		91%	(5,000.00
401-581-010	TRANSFERS OUT OPERATING	113,400.00	51,909.90	-	-	-	0%	-		#DIV/0!	-
	TOTAL WATER SYSTEMS EXPENSES	**1,840,259.58**	**1,511,756.45**	**1,455,031.00**	**1,180,821.05**	**1,660,102.00**	78%	**1,854,753**		112%	194,651.05
	WASTEWATER (SEWER)										-
402-535-012	REG WAGES	137,592.44	147,256.99	205,636.00	149,126.51	325,838.00	101%	416,520		128%	90,682.00
402-535-013	OTHER SALARIES AND WAGES	267.00	112.50	165.00	-	-	0%	-		#DIV/0!	-
402-535-014	OT WAGES	8,135.52	10,378.72	11,650.00	14,217.93	-	137%	-		#DIV/0!	-
402-535-016	VACATION LEAVE	(2,727.31)	10,922.04	-	12,860.86	-	118%	-		#DIV/0!	-
402-535-017	SICK LEAVE	3,988.08	4,310.49	-	14,834.99	-	344%	-		#DIV/0!	-
402-535-023	HEALTH-LIFE INSURANCE	32,288.72	28,514.43	38,475.00	34,933.59	40,383.00	123%	73,702	31% increas	183%	33,319.06
402-535-121	AUTO USE	3,008.56	4,231.44	3,120.00	4,575.00	5,280.00	108%	5,400	Agreement	102%	120.00
402-535-210	SOCIAL SECURITY/MEDICARE	12,135.83	12,963.26	16,622.00	14,260.72	24,927.00	110%	31,864	(1) New Pos	128%	6,936.78
402-535-220	RETIREMENT	22,812.75	43,945.46	29,543.00	50,695.02	68,509.00	115%	91,068	(1) New Pos	133%	22,558.95
402-535-250	WW UNEMPLOYMENT COMP	-	513.76	-	-	-	0%	-		#DIV/0!	-
402-535-310	LEGAL COUNSEL	20,958.56	35,330.95	7,500.00	8,751.60	10,000.00	25%	10,000		100%	-
402-535-312	ENGINEERING	400.00	28,500.00	5,000.00	650.00	5,000.00	2%	3,000		60%	(2,000.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
402-535-319	CONSULTING SERVICES - OTHER	-	408.60	-	-	-	0%	-		#DIV/0!	-
402-535-320	ACCOUNTING & AUDITING	6,810.03	7,082.44	6,225.00	4,086.02	8,750.00	58%	8,875	Single audit	101%	125.00
402-535-322	IT SERVICES	365.25	2,061.22	-	1,713.07	1,000.00	83%	2,700	New vendo	270%	1,700.00
402-535-323	BUILDING CLEANING CONTRACT	-	-	4,050.00			#DIV/0!	-		#DIV/0!	-
402-535-340	CONTRACTUAL SERVICES	3,029.96	3,000.00	5,000.00	10.56	5,000.00	0%	5,000		100%	-
402-535-349	BUILDING CLEANING CONTRACT	-	4,470.08	-	1,329.12	3,900.00	30%	-		0%	(3,900.00
402-535-410	COMMUNICATION	15,155.23	16,844.79	14,000.00	11,759.26	16,601.00	70%	15,000		90%	(1,601.00
402-535-420	POSTAGE	3,599.32	4,772.81	3,000.00	4,905.21	5,000.00	103%	6,000		120%	1,000.00
402-535-430	ELECTRICITY	56,787.79	70,416.50	60,000.00	60,137.37	70,000.00	85%	80,000		114%	10,000.00
402-535-450	TOWN INSURANCE	44,702.72	49,245.05	44,173.00	46,555.80	59,006.00	95%	76,905		130%	17,899.38
402-535-460	REPAIR & MAINTENANCE	5,478.08	10,567.49	7,500.00	11,471.52	7,500.00	109%	7,500		100%	-
402-535-463	REPAIR VEHICLE	3,225.33	2,966.81	2,500.00	4,217.09	2,500.00	142%	5,000		200%	2,500.00
402-535-464	REPAIR GRAVITY (LIFT STATION)	47,266.23	25,211.61	35,000.00	36,244.74	40,000.00	144%	40,000		100%	-
402-535-465	REPAIR WWTP GENERATORS	7,129.71	9,550.91	7,500.00	17,697.66	7,500.00	185%	7,500		100%	-
402-535-466	REPAIR WWTP	32,049.60	32,397.04	40,000.00	13,729.53	40,000.00	42%	25,000		63%	(15,000.00
402-535-471	COPIER, PRINTING & BINDING	1,289.75	906.29	-	853.81	2,000.00	94%	1,200		60%	(800.00
402-535-480	LEGAL ADVERTISEMENT	3,457.67	6,419.24	3,500.00	1,105.24	3,500.00	17%	2,000		57%	(1,500.00
402-535-490	MISCELLANEOUS EXPENSES	-	70.82	500.00	247.47	500.00	349%	500		100%	-
402-535-493	OTHER CURRENT CHARGES	-	45.50	2,000.00	-	2,000.00	0%	-		0%	(2,000.00
402-535-499	WW BAD DEBT	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-535-510	OFFICE SUPPLIES	3,861.05	3,131.59	1,500.00	2,167.52	3,000.00	69%	3,000		100%	-
402-535-520	OPERATING SUPPLIES	1,960.55	16,742.08	10,000.00	9,470.99	10,200.00	57%	12,200	Town event	120%	2,000.00
402-535-521	FUEL	3,956.57	4,947.74	2,500.00	7,759.30	6,000.00	157%	9,022	County Rate	150%	3,022.33
402-535-522	UNIFORMS	836.85	821.41	750.00	677.45	750.00	82%	900		120%	150.00
402-535-524	SLUDGE	67,547.94	48,482.94	45,000.00	23,088.42	55,000.00	48%	40,000		73%	(15,000.00
402-535-525	LAB	25,587.96	34,153.44	25,000.00	22,282.94	30,000.00	65%	30,000		100%	-
402-535-526	SAFETY	52.05	1,106.60	1,000.00	2,277.86	1,000.00	206%	1,000		100%	-
402-535-527	CHEMICALS	18,337.46	25,050.49	20,000.00	11,987.03	26,000.00	48%	20,000		77%	(6,000.00
402-535-528	ADMINISTRATIVE COSTS	10,500.00	-	10,500.00	-	12,000.00	#DIV/0!	14,000		117%	2,000.00
402-535-529	SOFTWARE ANNUAL MAINTENANCE	3,675.21	3,822.23	3,238.00	-	2,698.00	0%	2,837	ADG propos	105%	139.27
402-535-540	DUES, SUBSCRIPTION, MEMBERSHIP	1,032.34	1,646.44	600.00	5,448.49	600.00	331%	600		100%	-
402-535-541	ATHLETIC FACILITY MEMBERSHIP	-	1.75	150.00	3.50	150.00	200%	150		100%	-
402-535-550	TRAINING AND EDUCATION	4,721.27	3,856.58	3,000.00	3,456.73	3,000.00	90%	4,000		133%	1,000.00
402-535-560	MISCELLANEOUS EXPENSES	-	-	1,000.00	-	-	#DIV/0!	-		#DIV/0!	-
402-535-590	DEPRECIATION	198,781.26	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-535-600	CAPITAL IMPROVEMENTS	60,425.19	4,219.52	93,506.00	99.56	-	2%	46,085		#DIV/0!	46,085.00
402-535-601	CAPITAL OUTLAY - NTH	147.10	-	-			#DIV/0!	-		#DIV/0!	-
402-535-608	SYSTEM/SOFTWARE	1,354.54	29.52	-	-	-	0%	-		#DIV/0!	-
402-535-644	NEW EQUIPMENT	881.23	7,990.61	-	18,140.64	88,652.00	227%	10,000		11%	(78,652.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
402-535-700	DEBT - DEP LOAN I	-	61,113.25	66,669.00	55,557.50	66,669.00	91%	-		0%	(66,669.00)
402-535-701	DEBT - DEP LOAN II	-	56,248.50	61,362.00	51,135.00	61,362.00	91%	61,362		100%	-
402-535-720	INTEREST EXPENSE	8,458.73	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-535-909	INTRAGOVT TRANSFER PLNT SEWER	132,819.00	-	-	-	-	#DIV/0!	-		#DIV/0!	-
402-581-005	TRANSFER OUT- W/S SYS DEVELOPM	6,400.00	-	-	-	-	#DIV/0!	-		#DIV/0!	-
	TOTAL WASTEWATER (SEWER) EXPENSES	**1,020,543.12**	**846,781.93**	**898,434.00**	**734,522.62**	**1,121,775.00**	87%	**1,169,891**		104%	48,115.77
	CEMETERY										-
403-580-012	REG WAGES	15,255.38	9,044.77	9,607.00	5,885.37	12,933.00	65%	14,497		112%	1,563.56
403-580-013	OTHER SALARIES AND WAGES	30.00	-	18.00	-	-	#DIV/0!	-		#DIV/0!	-
403-580-014	OT WAGES	734.66	249.11	-	122.05	-	49%	-		#DIV/0!	-
403-580-016	VACATION LEAVE	(181.91)	669.31	-	608.17	-	91%	-		#DIV/0!	-
403-580-017	SICK LEAVE	406.29	328.89	-	631.70	-	192%	-		#DIV/0!	-
403-580-023	HEALTH-LIFE INSURANCE	2,847.28	2,363.85	3,268.00	1,752.75	3,333.00	74%	3,578		107%	244.77
403-580-210	SOCIAL SECURITY/MEDICARE	1,317.88	782.28	735.00	543.38	989.00	69%	1,109		112%	119.99
403-580-220	RETIREMENT	(2,551.98)	1,620.95	1,775.00	1,168.17	2,076.00	72%	2,648		128%	572.06
403-580-250	UNEMPLOYMENT COMP	-	70.73	-	-	-	0%	-		#DIV/0!	-
403-580-310	ACCOUNTING & AUDIT	214.42	223.01	249.00	142.91	350.00	64%	355		101%	5.00
403-580-311	LEGAL COUNSEL	224.88	329.26	300.00	25.04	400.00	8%	400		100%	-
403-580-312	LAND SURVEYOR/APPRAISER	600.00	-	3,500.00	-	5,500.00	#DIV/0!	6,000	Survey	109%	500.00
403-580-319	CONSULTING SERVICES - OTHER	-	12.86	162.00	-	100.00	0%	-		0%	(100.00)
403-580-322	IT SERVICES	21.24	143.76	-	41.81	200.00	29%	900	New vendo	450%	700.00
403-580-349	BUILDING CLEANING CONTRACT	-	304.84	-	63.15	156.00	21%	-		0%	(156.00)
403-580-410	COMMUNICATIONS	872.36	879.88	900.00	515.28	1,000.00	59%	1,000		100%	-
403-580-420	POSTAGE	43.82	46.38	50.00	16.02	50.00	35%	50		100%	-
403-580-430	ELECTRICITY	3,546.94	4,576.71	4,000.00	2,799.54	7,000.00	61%	7,000		100%	-
403-580-450	TOWN INSURANCE	3,730.06	2,038.45	1,841.00	1,939.59	2,446.00	95%	3,204		131%	758.39
403-580-460	REPAIR & MAINTENANCE	1,486.88	3,180.33	2,500.00	7,221.89	3,000.00	227%	7,000		233%	4,000.00
403-580-463	SAFETY EQUIPMENT	389.16	12.01	50.00	-	50.00	0%	50		100%	-
403-580-471	COPIER, PRINTING & BINDING	254.37	199.86	500.00	164.09	500.00	82%	500		100%	-
403-580-480	ADVERTISEMENT	120.69	188.48	50.00	14.54	150.00	8%	150		100%	-
403-580-490	OTHER CURRENT CHARGES	88.75	1,305.60	150.00	1,107.67	1,500.00	85%	1,500		100%	-
403-580-491	ENGRAVING	-	-	500.00	275.00	700.00	#DIV/0!	700		100%	-
403-580-510	OFFICE SUPPLIES	380.05	121.69	300.00	104.96	400.00	86%	400		100%	-
403-580-520	OPERATING SUPPLIES	62.57	2,323.84	600.00	725.60	688.00	31%	700		102%	12.00
403-580-521	FUEL	859.82	1,697.88	700.00	176.50	403.00	10%	403		100%	(0.08)
403-580-522	UNIFORMS	278.07	438.35	350.00	181.49	400.00	41%	400		100%	-
403-580-523	CHEMICALS	-	521.18	500.00	4.19	500.00	1%	600		120%	100.00
403-580-525	ADMINISTRATIVE COSTS	1,060.00	1,060.00	1,060.00	2,000.00	2,000.00	189%	3,500		175%	1,500.00
403-580-529	SOFTWARE ANNUAL MAINTENANCE	115.72	115.72	270.00	-	270.00	0%	811		300%	541.06

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
403-580-540	DUES, SUBSCRIPTION, MEMBERSHIP	17.61	43.67	50.00	42.35	50.00	97%	75		150%	25.00
403-580-541	ATHLETIC FACILITY MEMBERSHIP	-	-	50.00	-	50.00	#DIV/0!	50		100%	-
403-580-550	TRAINING AND EDUCATION	10.18	80.96	300.00	-	-	0%	-		#DIV/0!	-
403-580-590	DEPRECIATION	2,698.02	-	-	-	-	#DIV/0!	-		#DIV/0!	-
403-580-600	CAPITAL IMPROVEMENTS	2,979.44	55.89	4,000.00	6.78	10,000.00	12%	10,000	Pavement E)	100%	-
403-580-601	CAPITAL - SOFTWARE	42.65	-	-			#DIV/0!	-		#DIV/0!	-
403-580-630	CAPITAL OUTLAY	3,961.97	-	-	-	-	#DIV/0!	-		#DIV/0!	-
403-580-910	INTRAGOVT TRANSFER - CEM TRST	100.00	-	18,000.00	-	7,858.00	#DIV/0!	-		0%	(7,858.00
	TOTAL CEMETERY EXPENSES	**42,017.27**	**35,030.50**	**56,335.00**	**28,279.99**	**65,052.00**	81%	**67,580**		104%	2,527.75
	WATER/SEWER CAPITAL IMP										-
404-533-605	GENERATOR	-	-	-	-	-	#DIV/0!	80,000		#DIV/0!	80,000.00
404-533-610	WA TOMOKA & HWY PK CAPITAL EXP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
404-533-631	REPLACE/NEW METERS AND LINES	-	-	-	-	200,000.00	#DIV/0!	-	$1.3M	0%	(200,000.00
404-535-600	CAPITAL OUTLAY	-	13,300.00	-	10,000.00	-	75%	-		#DIV/0!	-
404-535-620	SEWER PLANT	-	1,899.99	-	-	-	0%	-		#DIV/0!	-
404-581-003	TRANSFER OUT	-	100,000.00	-	2,034,183.73	-	2034%	-		#DIV/0!	-
404-581-999	UNCATEGORIZED EXPENSES	-	-	30,000.00	-	-	#DIV/0!	50,500		#DIV/0!	50,500.00
	TOTAL WATER/SEWER CAPITAL IMP EXPI	-	**115,199.99**	**30,000.00**	**2,044,183.73**	**200,000.00**	1774%	**130,500**		65%	(69,500.00
	SANITATION/REFUSE										-
409-534-012	REG WAGES	166,128.74	260,409.71	315,166.00	188,771.84	336,730.00	72%	378,794	Open positi	112%	42,064.42
409-534-013	OTHER SALARIES AND WAGES	364.50	25.50	383.00	-	-	0%	-		#DIV/0!	-
409-534-014	OT WAGES	6,445.89	13,333.51	15,000.00	9,452.64	-	71%	-		#DIV/0!	-
409-534-016	VACATION LEAVE	14,364.36	16,187.58	-	11,999.39	-	74%	-		#DIV/0!	-
409-534-017	SICK LEAVE	5,917.83	10,975.57	-	13,347.70	-	122%	-		#DIV/0!	-
409-534-023	HEALTH-LIFE INSURANCE	41,348.91	68,630.76	70,688.00	50,952.09	85,142.00	74%	92,511	Open positi	109%	7,368.91
409-534-024	WRK COMP	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
409-534-121	AUTO USE	462.86	457.14	480.00	240.00	480.00	53%	-		0%	(480.00
409-534-210	SOCIAL SECURITY TAXES	14,199.74	22,844.95	25,258.00	16,835.33	25,760.00	74%	28,978	Open positi	112%	3,217.77
409-534-220	RETIREMENT	17,639.84	40,529.81	40,580.00	31,772.23	48,039.00	78%	63,541	Open positi	132%	15,502.06
409-534-250	UNEMPLOYMENT COMPENSATION	3,150.00	2,657.24	-	177.44	-	7%	-		#DIV/0!	-
409-534-310	LEGAL COUNSEL	5,362.15	1,848.45	4,500.00	674.34	4,500.00	36%	4,500	Rate chang	100%	-
409-534-313	LEGAL ADVERTISEMENT	-	-	-	-	-	#DIV/0!	4,000	Rate chang	#DIV/0!	4,000.00
409-534-319	CONSULTING SERVICES - OTHER	-	127.44	1,782.00	-	-	0%	-		#DIV/0!	-
409-534-320	ACCOUNTING & AUDITING	2,123.94	2,208.87	2,739.00	1,274.35	4,550.00	58%	4,615		101%	65.00
409-534-322	IT SERVICES	107.13	583.85	-	530.53	-	91%	900	New Vendo	#DIV/0!	900.00
409-534-349	BUILDING CLEANING CONTRACT	-	1,640.16	-	558.93	1,716.00	34%	-		0%	(1,716.00
409-534-410	COMMUNICATION	6,186.96	4,877.47	6,000.00	3,065.03	7,000.00	63%	7,500	Includes GPS	107%	500.00
409-534-420	POSTAGE	2,048.90	1,894.35	1,200.00	1,760.39	1,200.00	93%	1,500		125%	300.00
409-534-430	ELECTRICITY	2,683.89	2,970.83	3,000.00	1,992.03	3,500.00	67%	3,000		86%	(500.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
409-534-450	TOWN INSURANCE	16,785.27	18,383.65	16,565.00	17,458.19	22,015.00	95%	28,840		131%	6,824.52
409-534-460	REPAIR & MAINT. - TRUCKS / VE	54,031.72	53,674.91	45,000.00	68,325.50	50,000.00	127%	90,000	Maint. Prog	180%	40,000.00
409-534-461	REPAIR & MAINT. - DUMPSTER / C	2,377.64	1,894.78	4,000.00	2,836.41	4,000.00	150%	4,000	Metal / Dur	100%	-
409-534-462	REPAIR & MAINTENANCE: EQUIPMEN	2,778.92	1,421.31	5,600.00	1,950.32	5,000.00	137%	5,000		100%	-
409-534-463	LANDFILL FEE	161,117.89	156,587.92	160,000.00	136,723.40	170,000.00	87%	200,000		118%	30,000.00
409-534-464	SAFETY EQUIPMENT	814.13	675.61	1,500.00	332.37	1,500.00	49%	1,500		100%	-
409-534-465	REPAIR & MAINTENANCE - Other	-	-	-	565.27	-	#DIV/0!	-		#DIV/0!	-
409-534-471	COPIER, PRINTING & BINDING	949.05	1,111.95	-	661.43	1,200.00	59%	1,200		100%	-
409-534-480	LEGAL ADVERTISEMENT	4,406.17	2,348.58	1,200.00	144.03	1,000.00	6%	1,000		100%	-
409-534-490	OTHER CURRENT CHARGES	16.20	47.37	1,500.00	76.00	200.00	160%	200		100%	-
409-534-499	SA BAD DEBT	-	-	-	-	-	#DIV/0!	-		#DIV/0!	-
409-534-510	OFFICE SUPPLIES	1,703.97	787.04	2,000.00	452.40	2,000.00	57%	1,500		75%	(500.00
409-534-521	FUEL	33,192.59	60,582.14	32,000.00	37,346.36	46,863.00	62%	46,837		100%	(26.35
409-534-522	UNIFORMS	3,120.78	3,714.66	3,000.00	2,526.79	3,500.00	68%	3,500		100%	-
409-534-523	SOFTWARE ANNUAL MAINTENANCE	1,146.27	1,146.25	1,619.00	-	675.00	0%	1,149		170%	474.32
409-534-526	ADMINISTRATIVE COSTS	4,023.00	4,023.00	4,023.00	6,000.00	6,000.00	149%	8,000		133%	2,000.00
409-534-527	OPERATING SUPPLIES: OTHER	1,854.67	2,370.91	1,600.00	2,242.84	2,968.00	95%	3,968	Town Event	134%	1,000.00
409-534-540	MEMBERSHIP, DUES, TRAVEL & SUB	169.78	382.64	100.00	518.77	200.00	136%	500		250%	300.00
409-534-541	ATHLETIC FACILITY MEMBERSHIP	66.68	1.05	50.00	2.10	50.00	200%	50		100%	-
409-534-550	TRAINING AND EDUCATION	589.12	697.44	700.00	298.63	800.00	43%	800		100%	-
409-534-590	DEPRECIATION	51,489.19	-	-	-	-	#DIV/0!	-		#DIV/0!	-
409-534-600	CAPITAL IMP/OUTLAY	704.65	51,383.18	50,000.00	7,636.53	7,000.00	15%	-		0%	(7,000.00
409-534-601	CAPITAL OUTLAY - NTH	53.97	-	-	-	-	#DIV/0!	-		#DIV/0!	-
409-534-610	TRUCK PURCHASE	-	-	-	336,502.50	550,000.00	#DIV/0!	-		0%	(550,000.00
409-534-620	DUMPSTER REPLACEMENT	-	-	15,000.00	25,054.00	35,000.00	#DIV/0!	30,000		86%	(5,000.00
409-534-641	MACHINERY AND EQUIPMENT	-	156.54	48,145.00	-	4,000.00	0%	5,000		125%	1,000.00
409-581-400	TRANSFER OUT - CHAMBER EVENTS)	-	-	13,729.00	-	-	#DIV/0!	-		#DIV/0!	-
409-581-997	TRANSFER OUT - INFRA LP GOVT	-	-	-	-	4,693.00	#DIV/0!	-		0%	(4,693.00
409-581-998	TRANSFER OUT - INFRA GARBAGE	-	-	43,525.00	-	43,290.00	#DIV/0!	43,290		100%	-
409-581-999	TRANSFER OUT - OTHER	-	-	27,886.00	-	-	#DIV/0!	-		#DIV/0!	-
	TOTAL SANITATION/REFUSE EXPENSES	**629,927.30**	**813,594.12**	**965,518.00**	**981,058.10**	**1,480,571.00**	121%	**1,066,173**		72%	(414,398.35
	WASTEWATER LOAN REPAYMENT ACCO						#DIV/0!			#DIV/0!	-
412-535-730	DEBT - DEP LOAN I	-	66,669.20	66,669.00	33,334.60	66,669.00	50%	-		0%	(66,669.00
412-535-731	DEBT - DEP LOAN II	-	61,361.32	61,361.00	30,680.66	61,361.00	50%	61,361		100%	-
412-581-000	UNCATEGORIZED EXPENSES RESERVE	-	-	200.00	-	50.00	#DIV/0!	-		0%	(50.00
	TOTAL WASTEWATER LOAN REPAYMENT	**-**	**128,030.52**	**128,230.00**	**64,015.26**	**128,080.00**	50%	**61,361**		48%	(66,719.00
	CEMETERY TRUST										-
413-581-901	CEMETERY TST TRANSFER OUT - CE	-	-	-	226,648.09	-	#DIV/0!	-		#DIV/0!	-
413-581-999	UNCATEGORIZED EXPENSES	-	-	18,000.00	-	7,858.00	#DIV/0!	18,500		235%	10,642.00

ACCOUNTS BY LINE ITEM	ACCOUNTS BY LINE ITEM	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL/BUDGET)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU JUNE 30, 2023 (ADOPTED)	Percent % of change 2021 vs 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 THRU SEPTEMBER 30, 2024 (PROPOSED)	LINE ITEM NOTES:	Percent % of change 2022 vs 2023 (BUDGET)	Dollar $$ of change 2022 vs 2023 (BUDGET)
	TOTAL CEMETERY TRUST EXPENSES	-	-	18,000.00	226,648.09	7,858.00	#DIV/0!	18,500		235%	10,642.00
	COMBINED GOVERNMENTAL EXPENSES	5,669,846.65	5,741,783.25	6,352,504.00	8,337,700.86	10,379,980.00	145%	12,713,041		122%	

Changes:

	CRA: Itemized projects North main st/Dal Hall - Journal Plaza Alley Way - Pipe bursting project	-
	Capital Project Fund Grant: increased by $90,000 and line item change	90,000
Other changes:		
	GF State of Florida revenue updates. Decreased fund balance.	3,692
	GF Commissioners increased recreation annual allocation for FY23/24 to $125,000. Decreased fund balance.	15,000
	GF Ad Valorem Taxes correction. Total Ad Valorem Taxes need to be budgets. Only 95% of the taxable balues was budgeted. Decreased fund balance.	45,928

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2022 - 2023 Budget	2022 - 2023 Actuals	Current EOY Projection	2023 - 2024 Request	Variance
005	54913	57200	AVON PARK	$110,000	$0	$0	$125,000	13.6%
			AVON PARK RECREATION REQUEST				$125,000	
005	54914	57200	SEBRING	$110,000	$110,000	$0	$125,000	13.6%
			SEBRING RECREATION REQUEST				$125,000	
005	54915	57200	LAKE PLACID	$110,000	$0	$0	$125,000	13.6%
			LAKE PLACID RECREATION REQUEST				$125,000	
Non Personal Expenditures				**$330,000**	**$110,000**	**$0**	**$375,000**	**13.6%**
Center: 6101 RECREATION				**$330,000**	**$110,000**	**$0**	**$375,000**	**13.6%**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Ingra Gardner, Director of Community Programs**

SUBJECT/TITLE: **Request approval of the Affordable Housing Advisory Committee's (AHAC) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.**

STATEMENT OF ISSUE

This agenda item seeks Board approval of the recommendation in the Affordable Housing Advisory Committee (AHAC) 2023 Housing Incentives Strategies Recommendations Report. The SHIP Program 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 providing recommended changes to the incentives in the Report. The Affordable Housing Advisory Committee (AHAC) met to review the current Local Housing Incentive Plan and to discuss potential revisions to this plan at their held February 21,2024. A Public Hearing was held March 20, 2024 as required. AHAC members approved the Local Housing Incentive Strategies Recommendation Report as reported at that meeting. 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 of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.

FISCAL IMPACT

The Fiscal Impact of submitting the Housing Incentives Review and Recommendation Report to the Florida Housing Finance Corporation will ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocations.

Attachments: Incentive Strategy Report 2023_surplus housing list.pdf

Affordable Housing Advisory Committee

Report to Highlands County Board of County Commissioners

Local Housing Incentive Strategies Recommendation Report

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.

	ParcelNo	Zoning	Future Use	Acres	Address			City	Zip	Assessed	Total Land Value	Notes	
1	C01332801000012928	R1	RM	0.18	1627	W FONDULAC	RD	AVON PARK	33825	7000	7000	DIRT ROAD - TD	NOT ON MASTER
2	C01332801000012455	R1	RM	0.29	385	CALUMET	RD	AVON PARK	33825	7000	7000	DIRT ROAD - TD	NOT ON MASTER
3	C01332801000011734	R1	RM	0.18	2349	N MONTEREY	RD	AVON PARK	33825	9000	9000	TD	NOT ON MASTER
4	C24352814001800240	R1	AG	0.32	9233	S ORANGE BLOSSOM	BLVD	SEBRING	33875	10170	10170	WARRANTY DEED	NOT ON MASTER
5	C14372918018900020	R1A	RM	0.23	203	TOBLER TER NW		LAKE PLACID	33852	10400	10400	DIRT ROAD - TD	NOT ON MASTER
6	C24352814001600010	R1A	AG	0.74	9236	S ORANGE BLOSSOM	BLVD	SEBRING	33875	23040	23040	WARRANTY DEED	NOT ON MASTER
7	C21362903016900050	R1	RM	0.56	943	LARKSPUR	ST	LAKE PLACID	33852	23145	23145	TD	NOT ON MASTER
8	C33342908000000160	R1	C	9.73	1720	SEBRING PARKWAY		SEBRING	33870	145950	145950	Approx 4.5 acres vacant-	NOT ON MASTER

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the February 6 and 20, 2024 and March 5, and 19, 2024 Regular Meetings of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the February 6 and 20, 2024 and March 5, and 19, 2024 Regular Meetings of the Board.

Attachments: 020624REG.pdf
022024REG.pdf
030524REG.pdf
031924REG.pdf

REGULAR MEETING OF THE BOARD, FEBRUARY 06, 2024

1. The meeting was called to order at 9:01 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kevin J. Roberts **Commissioner Scott A. Kirouac**
Commissioner Arlene Tuck **Commissioner Don Elwell**
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Glenn West, U.S. Army (Ret), Veteran Services Council.

4. ANNOUNCEMENTS
The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, February 6, 2024, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, February 7, 2024, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Value Adjustment Board will hold their 2023 Organizational meeting on Thursday, February 8, 2024, at 9:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, February 13, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Recreation & Parks Advisory Committee will hold a regular meeting on Thursday, February 15, 2024, at 2:00 p.m., in the Highlands County Mult-Sports Complex, at 216 Sheriff's Tower Rd., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
Laurie Hurner, County Administrator, stated the Economic Development Team and Commissioner Campbell visited Tallahassee last week and recognized Yarima Cuencas and Sarah Beth Rogers for the extra effort they put in to promote our county, stating they presented an amazing booth and received tremendous feedback. Commissioner Campbell stated it was a great visit and they were able to meet with State Representative Tuck and Senator Grall to go over appropriation requests for the county.

Sheriff Paul Blackman recognized Sarah Beth Rogers for a good deed and being there at a moment's notice, not only for when the sheriff's office needed her, but also for a young child victim. Sheriff Blackman read into the record a letter of commendation from Sgt. Steven Ritenour on behalf of the sheriff's office. Ms. Hurner and the Commission applauded Ms. Rogers' recognition.

A. Recognition of Randy Payne, Emergency Coordinator for the Amateur Radio Emergency Services (ARES) 20 years of service.

Corey Amundsen, Emergency Management Manager, presented Randy Payne, Emergency Coordinator for the Amateur Radio Emergency Services (ARES), in recognition of his 20 years of service. ***See SMB 153 Page 159.***

B. Tourist Development Council (TDC) End of Year Update to the Highlands County Board of County Commissioners.

Casey Hartt, Lead Marketing Consultant, and Alan Verlander, Airstream Ventures, LLC, presented the Tourist Development Council (TDC) End of Year Update and provided a brief presentation on the Tourist Development Council's Destination Development Update and the Sports Tourism Assessment & Study History. ***See SMB 153 Page 160.***

Break: 10:04 a.m. – 10:09 a.m.

7. PUBLIC COMMENT

Sandra Brown came before the Commission to provide an update on vendors appearing at the intersection of Hart Avenue and SR 64 in Avon Park and thanked the Commission for their assistance.

8. CONSENT AGENDA

Laurie Hurner, County Administrator, requested to move item 8A to the action agenda.

Commissioner Kirouac moved approval of the consent agenda as presented with the exception of moving item 8A to the action agenda to become item 11B. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. ~~**Request approval to declare 317 county owned properties as surplus.**~~ *(This item was moved to the action agenda as 11B.)*

B. Request adoption of Resolution 23-24-49 to establish a public hearing date of March 19, 2024, to discuss and consider closing the platted portion of roadway name Hickory Street (currently Abilene Street). *See Res. Book 35 Page 63 & SMB 153 Page 161.*

C. Request approval for the renewal agreement for financial advisory services with PFM Financial Advisors LLC. *See Public Financial Management (PFM) file.*

D. Request approval of the elimination of the Mechanic I job description and revision of the Mechanic II job description. *See SMB 153 Page 162.*

E. Request approval of Budget Amendment 23-24-044 to add additional funding to the Nuisance Abatement Cost Center from Reserve for Contingency. *See SMB 153 Page 163.*

F. Request adoption of Resolution 23-24-59 for Budget Amendment 23-24-041 for the 2023-2024 Emergency Management Performance Grant (EMPG). *See Res. Book 35 Page 64 & SMB 153 Page 164.*

G. Request adoption of Resolution 23-24-58 for Budget Amendment 23-24-045 to realign funds for Sun N Lake Preserve Improvements. *See Res. Book 35 Page 65 & SMB 153 Page 165.*

H. Request approval of Budget Amendment 23-24-047 to appropriate Road Reconstruct funds for Project #22082, #23019 and #23050. *See SMB 153 Page 166.*

I. **Request adoption of Resolution 23-24-62 for Budget Amendment 23-24-049 to appropriate fund balance brought forward to provide additional funding to purchase adjacent office building.** *See Res. Book 35 Page 66 & SMB 153 Page 167.*

J. **Request to donate surplus land located at 8901 Castile Road, Sebring, Florida, to Spring Lake Improvement District (Spring Lake).** *See County Deed file & SMB 153 Page 168.*

K. **Request approval of Payment of NAFECO Invoice # 231222 without Purchase Order.** *See SMB 153 Page 169.*

L. **Request adoption of Resolution 23-26-63 for Budget Amendment 23-24-052 to appropriate settlement funds received from the State of Florida.** *See Res. Book 35 Page 67 & SMB 153 Page 170.*

M. **Request approval of the minutes from the November 7, 2023 Regular Meeting of the Board.** *See Clerk of Court's website.*

N. **Court-related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners.** *See SMB 153 Page 171.*

9. COMMITTEE ASSIGNMENTS:

A. **Request appointment of Lidia Capote of TRU by Hilton/Residence by Marriott as a Regular Member to the Tourist Development Council with term expiring May 2027, fulfilling the Owners/Operators of Tourist Accommodation vacancy.**

Leah Sauls, Development Services Director, presented the request.

Commissioner Campbell moved approval to appoint Lidia Capote of TRU Hilton/Residence by Marriott as a Regular Member to the Tourist Development Council with term expiring May 2027, fulfilling the Owners/Operators of Tourist Accommodation vacancy. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 172.***

10. PUBLIC HEARING

A. **Public hearing to consider approval of Lifefleet Southeast Inc. d/b/a American Medical Response application for a Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).**

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval of Lifefleet Southeast Inc. d/b/a American Medical Response application for a Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. ***See American Medical Response file.***

B. **Public hearing to consider approval of Affordable Transport, Inc. application for a Class 1, 2 and 3 Certificate of Public Convenience and Necessity (COPCN).**

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request. This

public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of Affordable Transport, Inc. application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. ***See Affordable Transport, Inc. file.***

C. Public hearing to consider approval of Atlantic Palm Beach, Inc. d/b/a AMR application for a Class 1, 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Tuck moved approval of Atlantic Palm Beach, Inc. d/b/a AMR application for a Class 1, Class 2 and Class 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. ***See American Medical Response file.***

D. Public hearing to consider approval of Positive Mobility Inc. d/b/a Elite Medical Response application for a Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was received by Fred Angelo.

Commissioner Campbell moved approval of Positive Mobility Inc. d/b/a Elite Medical Response application for a Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. ***See Certificate of Public Convenience and Necessity (COPCN) file.***

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented with the addition of item 11B formerly consent item 8A. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request direction related to future mobile home development standards, code changes and/or process changes.

Laurie Hurner, County Administrator, and Sherry G. Sutphen, County Attorney, presented the request.

Chairman Roberts opened the floor for discussion.

Ms. Sutphen stated she will work with staff to ensure everything is in place to bring back a statement of legislative intent and at that point, the Board could give staff direction of the changes they'd like to see. Ms. Sutphen also asked the Board to keep in mind that while staff is drafting an ordinance, there could be mobile home parks that come through for development under the current regulations.

The Commission expressed their concerns in great detail. Ms. Sutphen addressed their questions.

Commissioner Tuck made a motion for staff to proceed with placing a temporary hold on any new future use zoning change applications for mobile homes and to review the Land Development Regulations; with the moratorium to stay in place until July 1st, at which time the Board will revisit to further extend it or otherwise stop it.

After further discussion, Commissioner Tuck amended her motion to include instructing staff to draft the proper resolution to bring back before the Board at the next meeting. Commissioner Elwell seconded the motion for discussion.

Commissioner Kirouac and Commissioner Roberts expressed their concerns.

Ms. Sutphen addressed questions raised by Commissioner Campbell and Chairman Roberts.

Chairman Roberts opened the floor for public comment. Input was received by Dana Riddell and Pam Fentress.

Upon roll call, all commissioners voted aye, except for Commissioner Kirouac and Commissioner Roberts, who voted nay. The motion carried. ***See SMB 153 Page 173.***

B. (Former 8A) Request approval to declare 317 county-owned properties as surplus.

Commissioner Kirouac addressed his concerns with this item and opened discussion with the other commissioners.

Commissioner Elwell made a motion and Commissioner Tuck seconded the motion, to move to approve 317 county-owed properties as surplus.

Chairman Roberts opened the floor for public comment. Input was not provided.

Upon roll call, all commissioners voted aye. The motion carried. ***See SMB 153 Page 174.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen presented the County Attorney File Log as of January 24, 2024. ***See SMB 153 Page 175.***

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, presented the budget calendar for the 2024/2025 fiscal year and congratulated several departments for their participation in the county fair. ***See SMB 153 Page 176.***

13. COMMISSIONERS

Commissioner Campbell commented on the Ridge Area Arc event he attended this past weekend.

Commissioner Kirouac encouraged everyone to attend the county fair and show support at the livestock show.

Commissioner Elwell commented on the several events he attended this past weekend.

Commissioner Tuck provided a memorandum to the commission and asked if financial assistance could be requested from the Tourist Development Council for the Florida Medal of Honor Memorial. Casey Hartt, Lead Marketing Consultant, and Ret. Col. Mike Borders addressed concerns raised by the commission. After discussion, Sherry Sutphen, County Attorney, staff will bring back an agreement in March with an amount not to exceed $93,000. The Commission concurred. **See SMB 153 Page 177.**

Commissioner Roberts requested regular updates regarding the landfill. Ms. Hurner stated she will provide updates in future agendas.

14. INFORMATIONAL

A. **Board payables from December 19, 2023 to February 5, 2024.** *See Check Reports file.*

15. ADJOURN

Commissioner Tuck moved to adjourn the Regular Meeting of the Board.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 12:30 p.m.

REGULAR MEETING OF THE BOARD, FEBRUARY 20, 2024

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kevin J. Roberts — **Commissioner Scott A. Kirouac**
Commissioner Arlene Tuck — **Commissioner Don Elwell**
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Robert Shannon, with the Wings of Faith Christian Center.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Harry Marsh, Ret. U.S. Army, Highlands County Veteran's Council.

4. ANNOUNCEMENTS
The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will meet on Tuesday, February 20, 2024, at 9:00 a.m., at 7205 S. George Blvd., Sebring, FL.

The Highlands Soil & Water Conservation District will hold a meeting on Tuesday, February 20, 2024, at 3:00 p.m., in Conference Room 3 of the Bert J. Harris Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Children's Services Council will meet on Wednesday, February 21, 2024, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Heartland Library Cooperative Governing Board will meet on Wednesday, February 21, 2024, at 10:30 a.m., in the Meeting Room of the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

The Affordable Housing Advisory Committee will meet on Wednesday, February 21, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Auditor Selection Committee of the Highlands County Hospital District Board will hold a meeting on Thursday, February 22, 2024, at 11:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Hospital District Board will hold a regular meeting on Thursday, February 22, 2024, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, announced the number of registrants for the Property Fraud Alert system and announced the Clerk's Accounting & Finance Division was awarded, for the 39th consecutive year, a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for its 2022 Comprehensive Annual Financial Report. ***See SMB 153 Page 179 & Clerk of Court's website.***

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT

Susie Bishop, Executive Director of the Highlands Soil & Water Conservation District, shared their office has been chosen as the pilot district to go through the OPPAGA Audit and present their audit to the legislature in September.

8. CONSENT AGENDA

Laurie Hurner, County Administrator, requested item 8A be pulled from the agenda.

Commissioner Elwell moved approval of the consent agenda as presented, with the exception of item 8A. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. ~~**Request approval of Budget Amendment 23-24-050 to provide funding for the Commissioner's Boardroom Audiovisual Overhaul (Project 23052).**~~ *This item was pulled. See SMB 153 Page 180.*

B. **Request approval of a Release of Easement for properties within Prairie Wood Phase 1.** *See Official Records, Releases file & SMB 153 Page 181.*

C. **Request to approve and execute the plat of Prairie Wood Phase 2 subdivision for recordation.** *See Official Records and Prairie Wood Phase 2 file.*

D. **Request approval to submit the Draft Onsite Sewage Treatment and Disposal System Remediation Plan (OSTDS) to the Department of Environmental Protection (FDEP) as required by Subparagraph 403.067 (7)(a)9, Florida Statutes (FS).** *See SMB 153 Page 182.*

E. **Consideration of a license agreement between Highlands County and the Highlands Radio Control Club, Inc. for the access and use of approximately fifty (50) acres of the Highlands County Solid Waste Management Center located at 12700 Arbuckle Creek Road for the purpose of flying remote control model aircraft.** *See Highlands Radio Control Club, Inc. file.*

F. **Request approval of expenditures for a rest area dedicated to Joey Barfield along the Multi-use path by the Panther Parkway and Scenic Highway.** *See SMB 153 Page 183.*

G. **Request approval of the State of Florida Department of Environmental Protection (FDEP) Amendment 01 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.** *See FDEP file.*

9. COMMITTEE ASSIGNMENTS:

A. **Request to appoint voting member to the Construction Licensing Enforcement and Appeals Board (CLEAB).**

Eric Longshore, Building Official, presented the request.

Commissioner Kirouac moved approval to appoint Mark Wilson as Regular Voting Member to the Construction Licensing Enforcement and Appeals Board with term expiring October 31, 2026. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 184.***

B. **Request appointment of Ladonna Rodriguez to the Historic Preservation Commission (HPC) as an alternate voting member for a four-year term to expire June 30, 2027.**

Hayley Collinsworth, Planner I, presented the request.

Commissioner Tuck moved approval to appoint Ladonna Rodriguez to the Historic Preservation Commission (HPC) as an alternate voting member for a four-year term to expire June 30, 2027. Commissioner Elwell seconded the motion.

Upon roll call, all commissioners voted aye. The motion carried. ***See SMB 153 Page 185.***

C. Request to appoint members to fill vacancies on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).

Rachel Barry, Zoning Supervisor and Interim Planning & Zoning Manager, presented the request.

Commissioner Kirouac moved approval to appoint Sara Pipal from the Alternate Voting Member to a Regular Voting Member. Commissioner Elwell seconded the motion.

Upon roll call, all commissioners voted aye. The motion carried.

Commissioner Campbell moved approval to appoint Gary Brown and Christine Lopez to the Alternate Voting Members positions.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 186.***

D. Request to appoint members to fill vacancies on the Recreation & Parks Advisory Committee (RPAC).

Brandon Gunn, Parks & Facilities Director, presented the request.

Commissioner Elwell moved approval to fill the vacant regular positions with Michael Blackney and Israel Serrano; and appoint Rocco Mazza as an alternate voting member. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 187.***

10. PUBLIC HEARING

A. Public Hearing to consider approval of the Affordable Housing Surplus Land Inventory List as required by Florida Statutes, Chapter 125.379 and Resolution 23-24-67.

Ingra Gardner, Director of Community Programs, and Lucy Castillo, Housing Coordinator, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Gardner read the caption of the proposed resolution into the record.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Kirouac moved approval of the Affordable Housing Surplus Land Inventory List and Resolution 23-24-67. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 69 and SMB 153 Page 188.***

B. Public hearing to consider adoption of Large-Scale Comprehensive Plan Future Land Use Amendment, CPA-23-627LS, for six (6) parcels totaling an approximate 610 acres, from Conservation/Management Lands (CM) to Agriculture (AG).

Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Elwell moved approval to adopt by Ordinance 23-24-05, CPA-23-627LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 610 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmitting CPA-23-627LS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & CPA file.***

C. Public hearing to consider adoption of P&Z Hearing No. 2143, changing the Official Zoning Atlas for a 22-acre parcel, from Limited Business District (B-2) and Business District Planned Development (B-3 PD).

Sergio Garcia, Planner II, presented the request and read the caption of the proposed resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Garcia questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

Mr. Dan Delisi, representing the applicant, addressed the Commission.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Kirouac moved approval to adopt by Resolution 23-24-64, P&Z 2143, changing the Official Zoning Atlas for an approximate 22 acres from Limited Business District (B-2) and Business District (B-4) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 70 & Zoning Changes file.***

D. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-24-630SS, for an approximate 1.4-acre parcel, from Medium Density Residential (RM) to Commercial (C).

Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Elwell moved approval to adopt by Ordinance 23-24-20, CPA-24-630SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1.4 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-24-630SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & CPA file.***

E. Public hearing to consider adoption of P&Z Hearing No. 2147, changing the Official Zoning Atlas for an approximate 1.4-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) and Mobile Home Parks District (M-2) to Business District (B-3).

Sergio Garcia, Planner II, presented the request and read the caption of the proposed resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Garcia questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Campbell moved approval to adopt by Resolution 23-24-65, P&Z 2147, changing the Official Zoning Atlas for an approximate 1.4 acres from Mobile Home and Residential Subdivisions District (M-1-S) and Mobile Home Parks District (M-2) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 71 & Zoning Changes file.***

F. Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.

Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Garcia questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

Chairman Roberts opened the floor to the public. Input was not provided.

Commissioner Tuck moved approval to adopt by Ordinance 23-24-21, modifications to the Five-Year Capital Improvement Schedule in the Capital Improvements Element of the Highlands County 2030 Comprehensive Plan and forward the adopting ordinance to the Florida Department of Commerce for notification. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & SMB 153 Page 189.***

G. Public hearing to consider adoption of Ordinance 23-24-22, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order, of any type, including but not limited to a zoning change or comprehensive plan amendment, related to mobile home subdivisions, mobile home parks, any subdivision which allows mobile homes and/or includes mobile home standards.

Sherry G. Sutphen, County Attorney, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

The Commission expressed their concerns in great detail.

Chairman Roberts opened the floor to the public. Input was received from Christopher Tuffley, Dana Riddell, Jeff Kennedy, Shelton Rice, Chris Miller, Charles Hwang, and Pam Fentress. Ms. Riddell, representing Global Properties, LLC, provided documentation on behalf of her client, for the record.

Ms. Sutphen recommended the motion be stated as follows: to move approval to adopt Ordinance 23-24-22, with a

revision to Section 2B, which excepts out from Section 2.B the following: a complete application that has been submitted, signed off by staff and with a set hearing date; any application which is in site plan review process; or any development which has the ability to start construction or is currently in construction.

Commissioner Elwell moved approval to adopt Ordinance 23-24-22, as revised and stated by our attorney. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except Commission Kirouac and Commissioner Roberts who voted nay. The motion carried. ***See Ord. Book 20 & SMB 153 Page 190.***

Break: 11:12 a.m. to 11:17 a.m.

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Consideration of Statement of Legislative Intent for amendments to the Land Development Regulations regarding public notice/advertising requirements.

Rachel Barry, Zoning Supervisor and Interim Planning & Zoning Manager, presented the request. The commission concurred to direct staff to move forward with the request. Public input was received from Ray Royce. ***See SMB 153 Page 191.***

B. Request for Direction in Selling County-Owned Hospital Facilities.

Leah Sauls, Development Services Director, presented the request and stated staff is looking for direction from Board regarding the sale of the county-owned hospital facilities. Each commissioner stated they are in favor of selling.

In regards to setting a budget to contract with a certified public accounting firm or other firm that has substantial expertise in the valuation of hospital to render an independent valuation of the hospital's fair market value, the Commission concurred to set an amount not to exceed $50,000, to be paid from the Hospital District funds, if allowable, or from reserves. It was also concurred that staff would make such request to the Hospital District Board.

In regards to joining together the hospital facility and the helicopter pad through a unity of title, County Attorney Sherry Sutphen stated she is working alongside Rachel Barry to determine the best way to accomplish this while following the City's requirements. ***See SMB 153 Page 192.***

C. Request adoption of Resolution 23-24-69 for Budget Amendment 23-24-054 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24.

Valerie Fleeger, Sr. Budget Analyst, and Tanya Cannady, Business Services Director, presented the request.

Commissioner Kirouac moved approval to adopt Resolution 23-24-69 for Budget Amendment 23-24-054 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 72 & SMB 153 Page 193.***

D. Consideration of Statement of Legislative Intent for amendments to the Sun 'n Lake of Sebring Improvement District Code related to landowner meetings; minimum maintenance standards, parking and maintaining animals; civil citations; and governing body and elections.

Sherry G. Sutphen, County Attorney, presented the request. Ray "Boz" Bossert, General Manager for the Sun 'n Lake of Sebring Improvement District, addressed the Board.

The Commission concurred to direct staff to move forward with the draft of an ordinance to amend and update the applicable sections of Chapter 9, Article V of the Highlands County Code of Ordinances to better serve the citizens of Sun 'n Lake of Sebring. ***See SMB 153 Page 194.***

E. Request public hearing to consider suspension of the Certificate of Public Convenience and Necessity (COPCN) issued to Rapid Response.

Dustin Fitch, Interim Deputy Chief, presented the request.

Commissioner Elwell moved approval to set a public hearing for March 5, 2024, to consider suspension of the COPCN held issued to Rapid Response. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 195.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen presented the County Attorney File Log as of February 8, 2024. ***See SMB 153 Page 196.***

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, presented. ***See SMB 153 Page 197.***

13. COMMISSIONERS

Commissioner Campbell commented on the county fair that took place last week and HGTV Home Town Takeover coming to Sebring.

Commissioner Kirouac also commented on the City of Sebring HGTV selection and wished Commissioner Campbell a happy birthday.

Commissioner Tuck commented on the Town of Lake Placid Arts and Crafts event this past weekend.

Commissioner Elwell wished Commissioner Campbell a happy birthday and congratulated the City of Sebring for being selected by HGTV for the Home Town Takeover.

Commissioner Roberts also commented on the HGTV Home Town Takeover coming to Sebring.

14. INFORMATIONAL

A. Board payables from February 6, 2024 to February 19, 2024. *See Check Reports file.*

15. ADJOURN

Commissioner Campbell moved to adjourn the Regular Meeting of the Board.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 12:27 p.m.

REGULAR MEETING OF THE BOARD, MARCH 05, 2024

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kevin J. Roberts **Commissioner Scott A. Kirouac**
Commissioner Arlene Tuck **Commissioner Don Elwell**
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor George Miller, with the Emmanuel United Church of Christ.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Col. Michael Borders, U.S. Army (Ret.), Florida Medal of Honor Memorial.

4. ANNOUNCEMENTS
A Special Benefit Town Hall meeting will be held at 5:30 p.m., on Tuesday, March 5, 2024, for the Highlands Park Estates Special Benefit District, at 16415 Deerglen Blvd., Lake Placid, FL.

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, March 5, 2024, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, March 6, 2024, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting on Thursday, March 7, 2024, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

A Special Benefit Town Hall meeting will be held at 6:00 p.m., on Thursday, March 7, 2024, for the Sun N Lakes of Lake Placid Special Recreation District, at 440 S. Sun 'N Lakes Blvd., Lake Placid, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, March 12, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Karen Healy, Supervisor of Elections, announced today is Super Tuesday, but the county will have their Presidential Preference Primary Election on Tuesday, March 19, 2024. Ms. Healy submitted a copy of the list of the 2024 Highlands County Polling Locations and sample ballot to the Clerk to become part of the permanent record and announced the Masonic Lodge, one of the precinct polling locations, will not be available and has been relocated to the Sebring Recreation Club, 333 Pomegranate Ave., Sebring, FL. ***See SMB 153 Page 198.***

Ms. Healy stated Thursday, March 7, 2024 is the last day the Elections Office can accept requests for Vote by Mail Ballots, and although they have seen a decline, they are expecting a good turnout for early voting as well as Election Day.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation to Employee of the Quarter, 4th Quarter of 2023.

Laurie Hurner, County Administrator, and Dawn Ritter, Natural Resources Manager, presented a plaque to Samuel Eriksen, Natural Resources Specialist I, in recognition of being chosen as Employee of the Quarter for the 4th quarter of 2023. ***See SMB 153 Page 199.***

B. Presentation of Years of Service Awards.

Years of Service pins were presented to Yarima Cuencas, Mercedes McNew, Omi Irizarry, Todd Barton, Lawrence Money, Nicholas White, Ceceil "CJ" Williams, Aaron Eures (unable to attend), Kenneth Fritz, Kaylynn King, Amanda Nolet, Tiffany Gunn, and David Nitz for their years of service to Highlands County. ***See SMB 153 Page 200.***

Ms. Hurner stated there was a delay with the certificates and they will be hand delivered.

The commissioners expressed birthday wishes to Ms. Hurner.

7. PUBLIC COMMENT

Laurie Murphy, with Nu-Hope, came before the Commission to discuss the "Connect Together Now" initiative.

Lyle Wilson came before the Commission to express his concerns on the wildflower extension project and appropriations.

Josh Stewart came before the Commission to express his gratitude to Commissioner Kirouac and J.D. Langford, County Engineer, for bringing attention to an issue regarding a driveway.

8. CONSENT AGENDA

Laurie Hurner, County Administrator, stated a supplement to item 8F has been provided to the Board and requested item 8I be moved to the action agenda as item 11E.

Regarding agenda item 8E, Sherry G. Sutphen, County Attorney, addressed questions raised by Commissioner Tuck.

Commissioner Elwell moved approval of the consent agenda as amended, with the removal of item 8I. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. **Request approval to waive fees for the 2024 Kiwanis Aktion Softball Classic at the Highlands County Multi-Sports Complex.** *See SMB 153 Page 201.*

B. **Request approval of a retail study and recruitment agreement between Highlands County and Retail Strategies.** *See Florida Heartland Economic Region of Opportunity (FHERO) file.*

C. **Request approval to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup April 6, 2024.** *See SMB 153 Page 202.*

D. **Request approval of the following minutes from the Regular Meeting(s) of the Board: November 28, 2023; December 5, 2023; December 19, 2023; January 4, 2024; and January 18, 2024; and the minutes from the December 5, 2023 Special Meeting/Workshop of the Board.** *See Clerk of Court's website.*

E. Request approval of a letter of support for grant application for NU-HOPE Elder Care Services, Inc. *See SMB 153 Page 203.*

F. Request approval to re-sign the attached forms for HUD Grant B-23-CP-FL-0431 Sebring Parkway Phase 4 to have consistent Chairperson signatures. *See Housing & Urban Dev file.*

G. Request approval to change the Capital Projects Manager from pay grade 113, non-supervisory, to pay grade 115, supervisor. *See SMB 153 Page 204.*

H. Request approval of the title and job description for the Community Risk Reduction Officer (Fire Inspector) position. *See SMB 153 Page 205.*

I. ~~Request approval of the agreement with Florida Medal of Honor Memorial, Inc. for funding related to the operation of a Florida Medal of Honor Memorial and botanical gardens and provide educational programs related to the same for the citizens of Highlands County and to provide a visitors center centered around the Florida Medal of Honor Memorial.~~ *This item was moved to the action agenda (11.E).*

9. COMMITTEE ASSIGNMENTS:
No report.

10. PUBLIC HEARING

A. Public hearing to consider transmittal of Plan Amendment CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan to the Florida Department of Commerce and review agencies for expedited state review.

Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved to approve CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Commerce and review agencies for expedited state review. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file.***

B. (Addendum) Public hearing to determine the action to be taken with the Certificate of Public Convenience and Necessity (COPCN) issued to Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance.

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chief Fitch and County Attorney Sherry G. Sutphen addressed questions raised by Commissioner Elwell and Chairman Roberts.

Chairman Roberts opened the floor for public comment. Input was received by counsel for the applicant and Sam Deatherage.

Ms. Sutphen formed the recommended motion to direct staff to continue processing the application to renew the Certificate of Public Convenience and Necessity (COPCN) for Rapid Response.

Commissioner Tuck moved approval of the recommended motion as stated. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. ***See Proof of Publication file & SMB 153 Page 206.***

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented with the addition of item 11.E. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Requesting direction to commence or terminate the Arbuckle Branch Rd Construction Project.

Jonathan Harrison, Road & Bridge Director, presented the request.

Mr. Harrison, County Attorney Sherry G. Sutphen, and J.D. Langford, County Engineer, addressed questions raised by the Commission.

Chairman Roberts opened the floor for public comment. Input was received by Sarah Mayworth, Julie Hinote, and Fred Tagtmeier.

Commissioner Elwell moved approval of the termination of the Arbuckle Branch Rd Construction Project and the redirection of those funds as needed for similar worthy projects. Commissioner Campbell seconded the motion.

Commissioner Campbell requested Markland Lane be reviewed and moved to the top of the projects list.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 207.***

B. Consideration of Statement of Legislative Intent to modify Highlands County Code of Ordinances, Chapter 8.5, Solid Waste.

Clinton Howerton, Jr., Director of Critical Infrastructure, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to instruct the County Administrator and County Attorney to draft an ordinance amending Chapter 8.5, Solid Waste, to reflect current practices, standards, and intentions. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 208.***

C. Request to approve and rank eight (8) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2029-2030 Five Year Work Program.

J.D. Langford, County Engineer, presented the request and addressed questions and concerns raised by the Commission.

Chairman Roberts opened the floor for public comment. Input was received by Lyle Wilson.

Commissioner Elwell moved to approve and rank eight (8) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2029-2030 Five Year Work Program. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 153 Page 209.***

D. Request adoption of Resolution 23-24-71 for Budget Amendment 23-24-056 regarding the FY 23/24 State Housing Initiative Partnership (SHIP) funds in the amount of $1,184,677.00.

Ingra Gardner, Director of Community Programs, and Lucy Castillo, Housing Program Coordinator, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Campbell moved approval to adopt Resolution 23-24-71 for Budget Amendment 23-24-056 regarding the FY 23/24 State Housing Initiative Partnership Program (SHIP) funds in the amount of $1,184,677.00. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 73 & SMB 153 Page 210.***

E. (Former 8.I) Request approval of the agreement with Florida Medal of Honor Memorial, Inc. for funding related to the operation of a Florida Medal of Honor Memorial and botanical gardens and provide educational programs related to the same for the citizens of Highlands County and to provide a visitors center centered around the Florida Medal of Honor Memorial.

Laurie Hurner, County Administrator, presented the request.

Colonel Michael Borders came before the Commission to provide an update on the Florida Medal of Honor Memorial & Visitors Center.

Commissioner Kirouac and Chairman Roberts expressed their gratitude to Colonel Borders and his team for bringing the memorial to Highlands County.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Tuck made a motion to approve the agreement. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See County (Multi) Agreements file.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen presented the County Attorney File Log as of February 26, 2024 and stated there are no new lawsuits. Ms. Sutphen also introduced Assistant County Attorney Katie Houlihan to the Board. ***See SMB 153 Page 211.***

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, recognized Nick Sawyer, Deputy County Administrator/Chief of Staff, on receiving his doctorate and provided an update on the grants position that has been filled. ***See SMB 153 Page 212.***

13. COMMISSIONERS

Commissioner Elwell congratulated Mr. Sawyer, welcomed Katie Houlihan, wished Laurie Hurner a happy birthday,

and commented on the upcoming 12 hours of Sebring and renovations to Sebring's Downtown Circle.

Commissioner Tuck welcomed Ms. Houlihan, congratulated Mr. Sawyer, and commented on the upcoming races and Spring Break.

Commissioner Campbell commented on an article in the newspaper with Casey Hartt on the 2022 Economic Impact on Tourism and provided an update on the Tourist Development Council's completed projects and upcoming tourism awards. ***See SMB 153 Page 213.***

Commissioner Kirouac stated he attended the Southwest Climate Summit in Punta Gorda last week and the United Way's Bayou Bash. Commissioner Kirouac shared the local United Way's regional manager suffered a tragic loss and expressed condolences, and stated Insight Auctioneers will hold a cake auction on Saturday, March 9, 2024, to raise funds for the family. Commissioner Kirouac welcomed Ms. Houlihan and congratulated Mr. Sawyer on receiving his doctorate.

Commissioner Roberts congratulated Mr. Sawyer and welcomed Ms. Houlihan.

14. INFORMATIONAL

A. **Board payables from February 6, 2024 to March 4, 2024.** *See Check Reports file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 11:20 a.m.

REGULAR MEETING OF THE BOARD, MARCH 19, 2024

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kevin J. Roberts — **Commissioner Scott A. Kirouac**
Commissioner Arlene Tuck — **Commissioner Don Elwell**
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Ed Sager, with Highlands Grace Reformed Church.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dennis Tully, U.S. Air Force, Disabled American Veterans (DAV) Sergeant-at-arms.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, March 19, 2024, at 3:00 p.m., in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Tourism Development Council's Grant Committee will hold a meeting to review existing TDC event grants on Tuesday, March 19, 2024, at 3:00 p.m., at the Highlands County Building Department Conference Room, 501 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, March 20, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will hold a Public Hearing on Wednesday, March 20, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Board of Commissioners of the Highlands County Hospital District Board will hold a Special Meeting on Tuesday, March 26, 2024, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Children's Advocacy Center Advisory Board will hold a General Body Meeting on Thursday, March 28, 2024, at 1:00 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, announced the annual Operation Green Light will take place April 11, 12, and 15, 2024, from 8:00 a.m. to 5:00 p.m., at the Highlands County Courthouse. Operation Green Light allows customers to reinstate their driver's license by paying overdue court fines, while their collection fees are waived.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

Chairman Roberts stated there was sadly a drowning accident this past Sunday and expressed condolences to the young victim's family and recognized the Highlands County Fire Rescue and Law Enforcement officials for their efforts and sacrifices they make each day to try saving someone else's life.

A. Proclamation recognizing the week of March 18-22, 2024 as Government Finance Professionals Week.

Tanya Cannady, Business Services Director, presented and read the proclamation into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing the week of March 18-22, 2024 as Government Finance Professionals Week. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 74 & SMB 153 Page 215.***

B. Request approval of the Proclamation recognizing the month of March 2024, as Highlands County Board of County Commissioners Purchasing Month.

Tanya Cannady, Business Services Director, presented the request and read the proclamation into the record.

Ms. Cannady announced the county received a 30-year anniversary award certificate from the National Institute of Government Purchasing for Public Procurement.

Commissioner Elwell moved approval of the Proclamation recognizing the month of March 2024, as Highlands County Board of County Commissioners Purchasing Month. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 75 & SMB 153 Page 216.***

Ms. Cannady and the Commission recognized the Finance, Accounting, and Purchasing teams from the Highlands County Board of County Commissioners, Highlands County Sheriff's office, Highlands County Clerk of Courts, Highlands County Tax Collector, Supervisor of Elections, and Highlands County Property Appraiser.

7. PUBLIC COMMENT

Rodolfo "Ruddy" Binker and Ricky O'Neil came before the Commission to express their concerns with neighbor creating conflicts within their community. County Administrator Laurie Hurner and Commissioner Elwell addressed concerns raised by Mr. Bieber and Mr. O'Neil.

Sandy Brown came before the Commission to provide an update and express concerns regarding the vendors on the corner of Hart and CR 64. Commissioner Kirouac, Commissioner Campbell, and Ms. Hurner addressed concerns raised by Ms. Brown.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request to accept the Competitive Florida Partnership Grant from the Florida Department of Commerce in the amount of $40,000 and request adoption of Resolution 23-24-73 for Budget Amendment 23-24-059 to set up Project 23059 (Competitive Florida Partnership). *See Res. Book 35 Page 76, SMB 153 Page 217 & Florida Department of Commerce file.*

B. Request approval of a one (1) year renewal of the agreement for ITB-21-002, between Highlands County and Clarke Pest Control Services, Inc. *See Clarke Pest Control Services, Inc. file.*

C. **Request approval to waive the Landfill Tipping Fees for Highway Park Neighborhood Council Great American Cleanup March 20, 2024 through March 24, 2024.** *See SMB 153 Page 218.*

D. **Request approval to waive the Landfill Tipping Fees for The Greater Leisure Lakes Civic Association April 6, 2024 through April 7, 2024.** *See SMB 153 Page 219.*

E. **Request approval of the Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities for FY 23/24.** *See City of Avon Park file.*

F. **Request approval of the Memorandum Agreement Collaborative Water Quality Project with Florida Fish and Wildlife Conservation Commission (FWC), South Florida State College, and the County on Lake Glenada.** *See Florida Fish and Wildlife Conservation Commission (FWC) file.*

G. **Request approval of Budget Amendment 23-24-065 to reallocate funds within Fund 005, Cost Center 4501, for the purchase of an SP85 Rover Ranger 5 Origin Geospatial Receiver for the Critical Infrastructure Department.** *See SMB 153 Page 220.*

H. **Request approval to expend funds from the Special Law Enforcement Trust Fund.** *See SMB 153 Page 221.*

I. **Request approval to surplus items from the Florida Department of Health, Highlands County and donate them to Florida Department of Health, Polk County.** *See SMB 153 Page 222.*

J. **Request approval of Amendment #4 to the agreement for professional financial services between Highlands County and CliftonLarsonAllen, LLP for the fiscal year 2023 audit.** *See CliftonLarsonAllen, LLP file.*

K. **Request approval of the job description and pay grade for the Facilities Operations Manager position.** *See SMB 153 Page 223.*

L. **Request adoption of Resolution 23-24-81 for Budget Amendment 23-24-068 to appropriate grant funds within the General Fund for SCAAP 2023 Project 23063 to accomplish the grant/project program goals.** *See Res. Book 35 Page 77 & SMB 153 Page 224.*

M. **Request acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG-C) Agreement for FY 23/24.** *See Sheriff's Office file.*

9. COMMITTEE ASSIGNMENTS:

None presented.

10. PUBLIC HEARING

A. **Public hearing to consider approval of Emerge Transport LLC application for a Class 1 Certificate of Public Convenience and Necessity (COPCN).**

Dustin Fitch, Interim Deputy Chief, and James "Kelly" Duppenthaler, Interim Fire Chief, presented the request This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chief Fitch and County Attorney Sherry G. Sutphen addressed questions and concerns raised by the Commission.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of Emerge Transport LLC application for a Class 1 Certificate of Public Convenience and Necessity (COPCN). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See COPCN file.***

B. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment, CPA-24-632SS for an approximate 9.91-acre parcel, from Conservation/Management Lands (CM) to Agriculture (AG).

Cindy Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Kramer questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to adopt by Ordinance 23-24-23, CPA-24-632SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.91 acres from Conservation/Management Lands (CM) to Agriculture (AG), and transmit CPA-24-632SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & CPA file.***

C. Public hearing to consider adoption of P&Z Hearing No. 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU).

Cindy Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Kramer questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

County Attorney Sherry G. Sutphen swore in staff members and the applicant's representative should testimony be provided.

Chairman Roberts opened the floor for public comment. Input was received by the applicant's representative Dana Riddell.

Commissioner Campbell moved approval to adopt by Resolution 23-24-72, P&Z 2149, changing the Official Zoning Atlas for an approximate 9.91-acres from Conservation/Management Lands District (CM) to Agricultural District (AU), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 78 & Zoning Changes file.***

D. Public hearing to consider adoption of proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special Exception Application Requirements for Wireless Communications Facilities, and Section 12.08.135, Wireless Communications Facilities (WCF), of the Highlands County Code of Ordinances.

Rachel Barry, Zoning Supervisor, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Barry questioned if any of the commissioners held ex-parte communications concerning this hearing. All commissioners stated no.

Ms. Barry addressed questions raised by Commissioner Kirouac.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Tuck moved approval to adopt by Ordinance No. 23-24-24, the proposed text amendments to the Land Development Regulations amending Section 12.08.134, Special Exception Application Requirements for Wireless Communications Facilities, and Section 12.08.135, Wireless Communications Facilities (WCF), of the Highlands County Code of Ordinances. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 20 & LDR file.***

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request to approve Resolution 23-24-68 for closing the platted portion of roadway name Hickory Street (Currently Abilene Street).

J.D. Langford, County Engineer, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor for public comment. Input was received by Omar Hernandez (interpretation provided by Gloria Rybinski, Records Manager).

Mr. Langford and County Attorney Sherry G. Sutphen addressed questions raised by Chairman Roberts, Mr. Hernandez, and Commissioner Tuck.

Commissioner Kirouac moved approval to adopt by Resolution 23-24-68 for closing the platted portion of roadway name Hickory Street (currently Abilene Street). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 79 & SMB 153 Page 225.***

B. Request to adopt Resolution 23-24-80 for Budget Amendment 23-24-067 to appropriate Sheriff's Miscellaneous Revenue.

Laurie Hurner, County Administrator, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Campbell moved approval to adopt Resolution 23-24-80 for Budget Amendment 23-24-067 to appropriate Sheriff's Miscellaneous Revenue in accordance with the Auditors. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 35 Page 80 & SMB 153 Page 226.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen presented the County Attorney File Log as of March 11, 2024. ***See SMB 153 Page 227.***

B. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, acknowledged the volunteers helping with the Sebring races and first responders with the Sheriff's Department from Highlands and Hardee County as well as firefighters and Emergency Management for doing a phenomenal job at this event.

Ms. Hurner recognized Dawn Ritter, Natural Resources Manager, for meeting all requirements to become a certified North American Lakes Manager with the North American Lakes Management Society and is the eighth (8th) person in the state of Florida to hold this title. ***See SMB 153 Page 228.***

13. COMMISSIONERS

Commissioner Elwell congratulated Ms. Ritter on her accomplishment and commented on the Sebring races.

Commissioner Tuck congratulated Ms. Ritter on her accomplishment.

Commissioner Kirouac commented on attending the Sebring races and attending the rededication of the Officers' Club during the races.

Commissioner Campbell commented on the Sebring races, congratulated Ms. Ritter, and announced Visit Sebring has a cooperative marketing campaign with Visit Florida for tourism starting on April 1, 2024 and are working with Visit Florida to have a video crew come to Highlands County this summer to capture new content at no cost to the Tourism Development.

Commissioner Roberts commented on Child Abuse Prevention Month in April with the Children's Advocacy Center and various agencies that work with law enforcement. ***See SMB 153 Page 229.***

14. INFORMATIONAL

A. **Letter of support for the Florida Heartland Economic Region of Opportunity's Rural Development Grant application through the Florida Department of Commerce.** *See SMB 153 Page 230.*
B. **Board payables from March 5, 2024 to March 18, 2024.** *See Check Reports file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 10:32 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 16, 2024

PRESENTER: **Jonathan Harrison, R&B Director**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-92 for Budget Amendment 23-24-080 to appropriate additional R&B Equipment funding for an emergency purchase of an excavator.**

STATEMENT OF ISSUE

A few years ago, the R&B department purchased an excavator called a Badger and purchased a 2nd Badger the subsequent year since they were less expensive than the Gradall brand and were told parts would be easily available. Fast forward a couple of years, the company has gone out of business, parts are becoming harder to obtain, tech support has dried up, and both units are constantly in the shop for repairs which has hampered productivity.

R&B has requested an emergency purchase of a Gradall excavator in the amount of $511,070.00 with $275,000.00 coming from the current budget allocation and the balance ($236,070.00) coming from FY25 anticipated annual allocation.

While Gradall will not accept the 2 Badger units for trade-in, they will be sent to auction and will recover a portion of the advance funding.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-92 for Budget Amendment 23-24-080 to appropriate additional R&B Equipment funding for an emergency purchase of an excavator.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $236,070.00 to be appropriated in cost center 4102A (Transportation Projects), account 56400Z (Project Equipment), Project 23006 (R&B Equipment).

Attachments: 23-24-080 Proj 23006 R&B Equipment_Add'l Funding_Excavator (BA).pdf
23-24-080R Proj 23006 R&B Equipment_Add'l Funding_Excavator (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 27, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/25/2024** SUBMITTED BY: **R & B**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **23006** PROJECT TITLE(S): **R&B Equipment FY 23-24** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3999100**	**Fund Balance Brought Forward**		**509,037.00**	**236,070.00**		**745,107.00**
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**23006**	**1,224,000.00**	**236,070.00**		**1,460,070.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To advance funding from FY25 anticipated allocation to provide funds in FY24 for an emergency purchase of a Gradall to replace to failing off-brand excavators.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-080**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-92

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-080 TO THE INFRASTRUCTURE SURTAX 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 Infrastructure Surtax 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 23-24-080 is hereby approved and authorized to appropriate Fund Balance to Project 23006 R&B Equipment for FY23/24. The net fiscal impact is an increase in the amount of $236,070.00.

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 2nd day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 16, 2024

PRESENTER:	**Paul Blackman, Sheriff**
SUBJECT/TITLE:	**Request approval of Budget Amendment 23-24-081 to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.**

STATEMENT OF ISSUE

Budget Amendment 23-24-081 is necessary to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-081 to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.

FISCAL IMPACT

There is no fiscal impact to the General Fund (005) or the overall budget. This budget amendment is realigning $20,356.91 within the Sheriff's cost centers 3101 (Sheriff - 005) and 3323 (Detention & Corrections).

Attachments: 23-24-081 Realign Sheriff's Budget to Board (BA).pdf

REVIEWED
O.M.B DEPARTMENT
April 2, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/27/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101, 3323**

PROJECT(S) #: **23047** PROJECT TITLE(S): **BPV FY23-24** COST CENTER TITLE(S): **Sheriff - 005, Detention and Corrections**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	53001	Operating Expense-Elected Official		3,596,502.00		1,999.00	3,594,503.00
E	005	3101	56001	Capital Outlay-Elected Official		487,216.73	1,999.00		489,215.73
E	005	3101	53001Z	Project Operating Expense	23047	7,747.92		3,588.48	4,159.44
E	005	3101	56001Z	Project Capital Outlay	23047	0.00	3,588.48		3,588.48
E	005	3323	51001	Personal Services-Elected Official		11,684,977.00		5,035.05	11,679,941.95
E	005	3323	53001	Operating Expense-Elected Official		2,610,289.00		9,734.38	2,600,554.62
E	005	3323	56001	Capital Outlay-Elected Official		9,335.00	14,769.43		24,104.43

REASON: **To balance Sheriff budget to Board.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-081**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-100 for Budget Amendment 23-24-087 to transfer SHIP funds for the remodeling on 618 S. Commerce Ave. Housing's Office.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.
Florida Housing Trust Fund disbursed approximately $252 million in SHIP funds for Fiscal Year 2023-2024. The State has allocated funds to Highlands County in the amount of $1,184,677.00 Phase 31 Fiscal Year 2023-2024 and 10% of that is used for administrative dollars.
Budget Amendment 23-24-087 is being proposed to transfer funding from account 3345700Z, Project Lower Income Housing to account 3999100Z Project Fund Balance Forward in Project 22366 SHIP PH 31 in the amount of $1,184,677.00 and to transfer funding from Project 22366 SHIP PH 31 to Project 23075 SHIP Office Remodel for FY23/24 in the amount of $26,925.67 for the remodeling on 618 S. Commerce Ave, which will be the new office for the Housing Department.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-100 for Budget Amendment 23-24-087 to transfer SHIP funds for the remodeling on 618 S. Commerce Ave. Housing's Office.

FISCAL IMPACT

There is no fiscal impact to Fund 166 (SHIP) or the overall budget. This budget amendment is transferring a total of $26,925.67 from Project 22366 SHIP Phase 31 to Project 23075 SHIP Remodel, for 618 S. Commerce Ave. SHIP/Housing Office.

Attachments: 23-24-087R Project 23075 SHIP Office Remodel (Resolution).pdf
23-24-087 Proj 23075 SHIP Office Remodel (BA).pdf

RESOLUTION NO. 23-24-100

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-087 TO THE SHIP 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 SHIP 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 23-24-087 is hereby approved and authorized to transfer funding from account 3345700Z Project Lower Income Housing to account 3999100Z Project Fund Balance Forward in Project 22366 SHIP PH 31 in the amount of $1,184,677.00 and to transfer funding from Project 22366 SHIP PH 31 to Project 23075 SHIP Office Remodel for FY23/24 in the amount of $26,925.67 with a net fiscal impact of $0.00.

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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **4/2/2024** SUBMITTED BY: **OMB**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5366**

PROJECT(S) #: **22366; 23075** PROJECT TITLE(S): **SHIP Phase 31; SHIP Office Remodel** COST CENTER TITLE(S): **SHIP Administrative**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	166		3345700Z	Project Lower Inc Housing	22366	1,184,677.00		1,184,677.00	0.00
R	166		3999100Z	Project Fund Bal Forward	22366	0.00	1,184,677.00		1,184,677.00
R	166		3999100Z	Project Fund Bal Forward	22366	1,184,677.00		26,925.67	1,157,751.33
E	166	5366	54900Z	Project Other Chg & Obligations	22366	21,429.70		21,429.70	0.00
E	166	5366	54000Z	Project Travel & Per Diem	22366	1,780.00		1,780.00	0.00
E	166	5366	54100Z	Project Communications	22366	1,348.00		1,348.00	0.00
E	166	5366	54500	Project Insurance	22366	1,414.00		1,414.00	0.00

REASON: **To transfer funds from Project 22366 SHIP Phase 31 to Project 23075 SHIP Office Remodel in preparation of moving the SHIP offices to the newly purchased office building next to the Gov't Center.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **23-24-087**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

SIGNATURE: ____

Signature: ____ DATE: ____ / ____ / ____ Posted by Clerk: ____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-087

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5366	55200Z	Project Operating Supplies	22366	10,000.00		400.00	9,600.00
E	166	5366	55402Z	Project Subscriptions	22366	1,000.00		553.97	446.03
R	166		3999100Z	Project Fund Bal Forward	23075	0.00	26,925.67		26,925.67
E	166	5366	56300Z	Project Improvements	23075	0.00	26,925.67		26,925.67
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 16, 2024

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request to approve Budget Amendment 23-24-071 to realign funds for temporary staffing in Facilities Management.**

STATEMENT OF ISSUE

This Budget Amendment will realign funding in the Facilities Management budget to provide temporary staffing to come from lapsed personnel budgeted funds.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-071 to realign funds for temporary staffing in Facilities Management.

FISCAL IMPACT

The fiscal impact is a decrease of $12,000.00 to account 51200 (Regular Salaries & Wages) and increase to account 53400 (Contractual Services) for the same amount within Fund 005 (General), cost center 2673 (Facilities Management) for a net fiscal impact of $0.00.

Attachments: 23-24-071 Facilities Mgmt Realign Expenditures.pdf

REVIEWED
O.M.B DEPARTMENT
March 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/21/2024** SUBMITTED BY: **Brandon Gunn**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2672**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Facilities Management**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**2672**	**51200**	**Regular Salaries & Wages**		**909,449.00**		**12,000.00**	**897,449.00**
E	**005**	**2672**	**53400**	**Contractual Services**		**89,835.00**	**12,000.00**		**101,835.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funding in the Facilities Management budget to provide temporary staffing to come from lapsed personnel budgeted funds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-071**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Brandon Gunn, Parks and Facilities Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-066 to realign funds in Project 21113, Countywide Generator Evaluation.**

STATEMENT OF ISSUE

Project # 21113, Jail Generator Evaluation (now Countywide Generator Evaluation) was Board approved in 2021 in the amount of $244,400.00. The funds were allocated in account 56400Z, Project Equipment. A budget amendment has been created to realign the funds into the appropriate account, 53100Z, Project Professional Services and transfer from cost center 3322 County Jail Maintenance to cost center 2672 Facilities Management. This project will allow an assessment to be performed on generators and transfer switches throughout the County to determine current and future needs as more equipment is being utilized.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-066 to realign funds in Project 21113, Countywide Generator Evaluation.

FISCAL IMPACT

There is no net fiscal impact as the $244,400.00 is being realigned from cost center 3322 County Jail account 56400Z Project Equipment to cost center 2672 Facilities Management account 53100Z Project Professional Services.

Attachments: 23-24-066 Proj 21113 Countywide Generator Assessment (BA).pdf

REVIEWED
O.M.B DEPARTMENT
April 08, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **4/4/2024** SUBMITTED BY: **Brandon Gunn**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3322 / 2672**

PROJECT(S) #: **21113** PROJECT TITLE(S): **County Wide Generator Assessment** COST CENTER TITLE(S): **County Jail Maintenance / Facilities Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**3322**	**56400Z**	**Project Equipment**	**21113**	**244,400.00**		**244,400.00**	**0.00**
E	**005**	**2672**	**53400Z**	**Project Contractual Svs**	**21113**	**0.00**	**244,400.00**		**244,400.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Realign funds for use on County generator assessments for future upgrades.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-066**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM
_____ RESERVE
_____ BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Cyndie Kramer, Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider transmittal of Large Scale Plan Amendment CPA-24-631LS amending the Future Land Use Element of the Highlands County 2030 Comprehensive Plan to the Florida Department of Commerce and review agencies for expedited state review.**

STATEMENT OF ISSUE

The matter for consideration is for a text amendment to the Future Land Use Element, Policy 15.2, to remove the site-specific conditions previously approved through Highlands County Ordinance No. 07-08-07 (CPA-07-425LS); copy attached. These conditions were initially placed on the subject property as it was intended to be developed as a single project for purposes of development review. Though several of the site-specific conditions appropriately address the County's policies to ensure responsible timing of FLUM allocations for new land uses requiring centrally planned facilities based on availability, the original development was never realized, and the current owners wish to deviate from the originally planned development proposal, more specifically identified by the accompanying Multiple Family District with a Flexible Unit Development (R-3 FUD), P&Z 1894, that currently exists on the subject site.

There is an accompanying zoning change request, P&Z 2148, to change the existing zoning designation from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).

The Planning and Zoning Commission recommended approval of CPA-24-631LS as presented

RECOMMENDED ACTION

Move to approve and transmit CPA-24-631LS text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2. previously approved through hearing number CPA-07-425LS, referencing the mandatory findings of fact to the Florida Department of Commerce and review agencies for expedited state review.

FISCAL IMPACT

There is no fiscal impact.

Attachments: CPA-24-631LS Staff Report for BCC.pdf
CPA-24-631LS Application.pdf
CPA-24-631LS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 4/16/2024
Case Number: CPA-24-631LS	**Case Name:** Rescigno & Hutchinson FLU Text Amendment
Agent: Donald Rescigno	**Property Owners:** Donald and Susan Rescigno & Carol Hutchinson
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Remove the existing site-specific conditions approved through hearing number CPA-07-425LS contained within Policy 15.2 of the 2030 Comprehensive Plan, on two parcels totaling an approximate 15.17-acres. The Future Land Use will remain High Density Residential (RH).

General Location: Two (2) parcels totaling an approximate 15.17-acres located in the Pabor Lake Colony Subdivision, on the southwest corner of the intersection of Sunpure Road and North Lake Damon Road, approximately 0.26 miles south of West County Line Road and 1.62 miles north of CR 17A West and West Stryker Road; the addresses being 3031 N Lake Damon Drive and 1201 Sunpure Road, Avon Park

PARCEL ID: C-04-33-28-020-0420-0000
C-04-33-28-020-0420-0020

Staff Recommendation 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 by Ordinance 23-24-25, CPA-24-631LS, text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2. previously approved through hearing number CPA-07-425LS, referencing the mandatory findings of fact and transmitting CPA-24-631LS to the Florida Department of Commerce for expedited state review.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-631LS, text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2. previously approved through hearing number CPA-07-425LS,

referencing the mandatory findings of fact and transmitting CPA-24-631LS to the Florida Department of Commerce for expedited state review.

3. **Excerpt from the March 12, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>7A. HEARING NUMBER CPA-24-631LS – DONALD AND SUSAN RESCIGNO</u>** Two (2) parcels totaling an approximate 15.17-acres located in the Pabor Lake Colony Subdivision, on the southwest corner of the intersection of Sunpure Road and North Lake Damon Road, approximately 0.26 miles south of West County Line Road and 1.62 miles north of CR 17A West and West Stryker Road; the addresses being 3031 N Lake Damon Drive and 1201 Sunpure Road, Avon Park; and legally described together as follows: Tract 2, Replat of Pabor Lake Colony, according to the Plat thereof as recorded in Plat Book 3, Page 85, of the Public Records of Highlands County, Florida.

   The Applicant is requesting a large-scale Comprehensive Plan amendment to amend the Highlands County 2030 Comprehensive Plan, Future Land Use Element, to remove the existing site-specific conditions contained within Policy 15.2. The future land use designation will remain High Density Residential (RH). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received in favor of or against the request. No one spoke in favor of the request, and one member of the audience, Mr. Jeff Shaske, expressed concerns regarding the potential of multiple septic tanks, but noted he was not in objection to the request. Board members requested clarification on whether there is a proposed limitation on the number of units and whether the property would be served by public sewer. Staff clarified that there currently is no proposed limitation on density and noted that if a multifamily development were to be proposed at any time, concurrency review and a development order issued through the Engineering Department would be required.

   Motion by Mrs. Ezell and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-24-631LS, text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2. previously approved through hearing number CPA-07-425LS, referencing the mandatory findings of fact and transmitting CPA-24-631LS to the Florida Department of Commerce for expedited state review.

   Upon roll call, all members voted yes. **Motion carried 7-0."**

Existing Site-Specific Conditions as approved by CPA-07-425LS:

A. Central potable water and central wastewater services shall be provided by a public provider.

B. The property shall be considered as a single project for purposes of development review and approval under County Codes.

C. The Applicant shall dedicate additional rights-of-way as required by the County Engineer in order to meet the requirements of the Long Range Transportation Plan, the Land Development Regulations, the Highlands County Technical Standards Manual and the Capital Financial Strategy at the time of development.

D. The development program shall be limited to a maximum of 146 units.

E. A traffic study will be required using Highlands County approved methodology.

F. Effluent reuse lines shall be installed within the project by the developer unless the wastewater service provider determines they are not required.

G. Agriculture water supply capacity in excess of that needed within the project shall be transferred to the Highlands County prior to land clearing and development in accordance with all Water Management District rules and regulations.

H. The development shall meet the County's recreation LOS through one of the following options:

   a. Provide public parks on site,

   b. Make a payment in-lieu of dedication of park land.

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a text amendment to the Future Land Use Element, Policy 15.2, to remove the site-specific conditions previously approved through Highlands County Ordinance No. 07-08-07 (CPA-07-425LS); copy attached. These conditions were initially placed on the subject property as it was intended to be developed as a single project for purposes of development review. Though several of the site-specific conditions appropriately address the County's policies to ensure responsible timing of FLUM allocations for new land uses requiring centrally planned facilities based on availability, the original development was never realized, and the current owners wish to deviate from the originally planned development proposal, more specifically identified by the accompanying Multiple Family District with a Flexible Unit Development (R-3 FUD), P&Z 1894, that currently exists on the subject site.

The FLUM designation will remain High Density Residential (RH) as this area supports the County's long-range vision to promote infill opportunities and efficient collocation of RH uses with respect to capital improvement planning. All future development orders wishing to make use of the RH density range must comply with the requirements of the remaining site-specific conditions listed in the adopting ordinance.

There is an accompanying zoning change request, P&Z 2148, to change the existing zoning designation from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).

The parcels contain citrus groves and an existing single-family residence.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Single-Family Residence (SFR) & Grove	RH	R-3 FUD
Adjacent Property to the North	Grove	RH	R-3
Adjacent Property to the South	Cropland	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the East	SFRs & Golf Course	AG & Medium Density Residential (RM)	AU & Residential District (R-1)
Adjacent Property to the West	Grove	Industrial (I)	Industrial District (I-2)

3. 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.4, High Density Residential (RH); and Policy 15.2.78, Site Specific Developments.

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling Including Motel and Hotel District (R-3); and Section 12.05.291: Flexible Unit Development District (FUD).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should

recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

1. Opportunities for infill or redevelopment, which such opportunities exist.

Policy 1.2.D.4, High Density Residential (RH):

Prime candidates for development at this density are infill properties situated in close proximity to municipal boundaries, shopping and employment centers, the intersections of paved arterial or collector roads, and similarly developed sites. In addition to these considerations, new development or redevelopment at the upper limits of this density range may be required to connect to an existing central wastewater system and potable water system which are available to the site, or provided on site as required supporting uses.

Infrastructure Element

Objective 1: On-Site Sewage Treatment And Disposal Systems

All new residential development with a gross density greater than one dwelling unit per gross acre, new multi-family development, new commercial development, new industrial development, and new public and private meeting places shall be served by a central wastewater system and shall coordinate with the appropriate utility providers that serves the unincorporated portions of the County unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations. Connection shall be required in accordance with Florida Statutes and the Florida Administrative Code

Objective 2: Recognize that certain land uses and development densities require central wastewater systems and require coordination with utility providers for the unincorporated portions of the County.

Policy 2.1, Central Wastewater Density Threshold, Development Standards, and Levels of Service:

A. All new establishments and residential units that are required by the policies of this objective to be served by a central wastewater system, shall connect to central wastewater collection lines at the time of initial development, but only where the nearest wastewater line is located closer than one-quarter mile from the property line boundary, as measured and accessed via existing easements or rights-of-way consistent with State rules and guidelines.

B. The County shall continue to review and modify, where necessary, its Land Development Regulations to assure that:

1. Central wastewater systems shall be provided:

    a. For residential development with densities greater than one dwelling unit per gross acre unless central wastewater is not available within a quarter mile and fewer than three equivalent residential units (ERUs) are generated by the use or as specified in the Land Development Regulations,

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:

    1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:

        a. Connect to an existing system.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection.

Engineering: Approved with conditions. Any development that is considered a commercial project shall undergo the commercial development review process and additional requirements may be identified at that time.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Natural Resources and Fire Rescue.

3. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Florida Department of Transportation, Florida Department of Environmental Protection, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

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 mostly level with an elevation between 115 and 140 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity for this soil type is very low, with a very rapid permeability. Depth to the water table is more than 40 inches and the urban limitations are slight.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been predominately used for grove production and has been cleared of its native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is mostly vacant with a SFR located at 3031 N Lake Damon Drive.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of High Density Residential (RH).
4. **Proposed FLUM Designation:** No change.
5. **Current FLUM Population Yield:** Subject to site-specific conditions and the originally proposed development program, the current FLUM and zoning designations allow up to 146 dwelling units and carries a potential population yield of 328 persons; 146 dwelling units x 2.25 persons = 328.5 persons.
6. **Proposed FLUM Population Yield:** The current proposal to construct one additional SFR carries a potential population yield of 4 persons; 2 dwellings units x 2.25 persons = 4.5 persons. The proposed FLUM, remaining the same, allows up to 12 dwelling units per acre. The parcels would carry a potential population yield of 409 persons; 15.17 acres x 12 dwelling units = 182.04 dwelling units; 182 dwelling units x 2.25 persons = 409.5 persons.
7. **The Applicant's proposed development program:** The Applicants are proposing to use the site for an additional single-family residential dwelling.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, 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 **12055C0019C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III 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 off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank system that will be designed to connect to a central water 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 access onto N Lake Damon Road and Sunpure Road.
5. **Railroad Access:** There are CSX railroad tracks located southwest of the subject parcel. However, the site does not have direct access to these tracks. The proposed development will not require railroad access.
6. **Recreation:** The proposed development will not require the need for additional recreation at this time.
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: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development for the proposed single-family residence. The proposed development addressed by the accompanying zoning request, P&Z 2148, is expected to serve one additional unit and will likely not generate substantial traffic necessitating traffic impact analysis. If additional development is proposed, a traffic analysis will be required at the time of development.

F. Schools: The permitted uses within the High Density Residential Future Land Use designation are residential in nature. Project development consistent with the RH designation will likely generate student impacts to the school district and school concurrency **is required**.

G. Airports: The subject property is located approximately 2.8 miles north of the Avon Park Executive Airport and 15.8 miles north of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan: Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

The future land use map designation is not changing, and the site is located in an area with other residential uses.

(2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

The future land use map designation is not changing, and the site is located in an area with other residential uses. Fire services and law enforcement are already available. The expansion of infrastructure networks supports the efficient provision of public services, but the area's readiness for RH uses is constrained by the lack of central wastewater facilities. Any future development should consider the central wastewater requirements and coordinate with utility providers to ensure compliance with the county's standards and the availability of services.

(3) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:

The future land use map designation is not changing, and the site is located in an area with other residential uses. This area has previously been identified as a point of interest for compatible infill development which promotes compact development, therefore fulfilling this measure of criteria.

(4) Promotes conservation of water and energy:

Conservation of water and energy remains an important consideration. The lack of central wastewater facilities highlights the need for careful management of water resources in future development. Adherence to the county's policies for central wastewater systems will be crucial in ensuring sustainable water use and energy conservation. Future development must ensure that it complies with the central wastewater

density threshold and development standards outlined in Objective 2 and Policy 2.1. of the Infrastructure Element, for residential development with densities greater than one dwelling unit per gross acre.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

This indicator is not applicable.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

The future land use map designation is not changing, and the site is located in an area with other residential uses. The amendment maintains a balance of land uses by keeping the RH designation in an area with existing residential uses in close proximity to the municipal boundary of Avon Park and a key area for residential expansion in support of the County's overarching goals for economic development with respect to the industrial allocated uses to the north. However, the lack of fully developed infrastructure, particularly for wastewater, may impact the area's readiness for high-density residential development.

(8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Large Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Large Scale Comprehensive Plan Amendment **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 Large Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Large Scale Comprehensive Plan Amendment **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 Ordinance, CPA-24-631LS, text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2. previously approved through hearing number CPA-07-425LS, referencing the mandatory findings of fact and transmitting CPA-24-631LS to the Florida Department of Commerce for expedited state review.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Excerpt from Comp Plan; Site Specific Conditions for CPA-07-425LS

Exhibit 1:

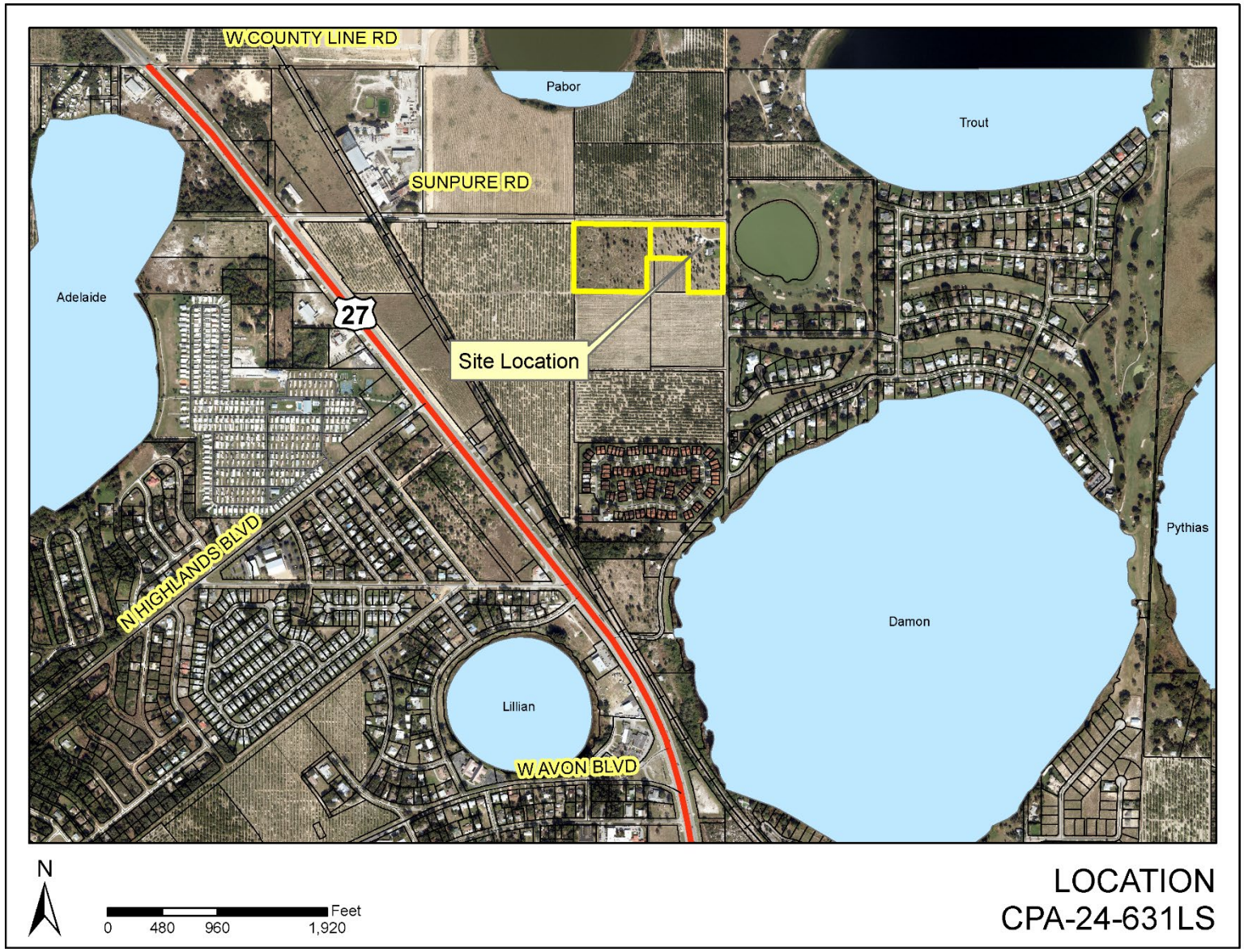

W COUNTY LINE RD
Pabor
Trout
SUNPURE RD
Adelaide
27
Site Location
N HIGHLANDS BLVD
Pythias
Damon
Lillian
W AVON BLVD
N
0
480
960
1,920
Feet
LOCATION
CPA-24-631LS

Exhibit 2:

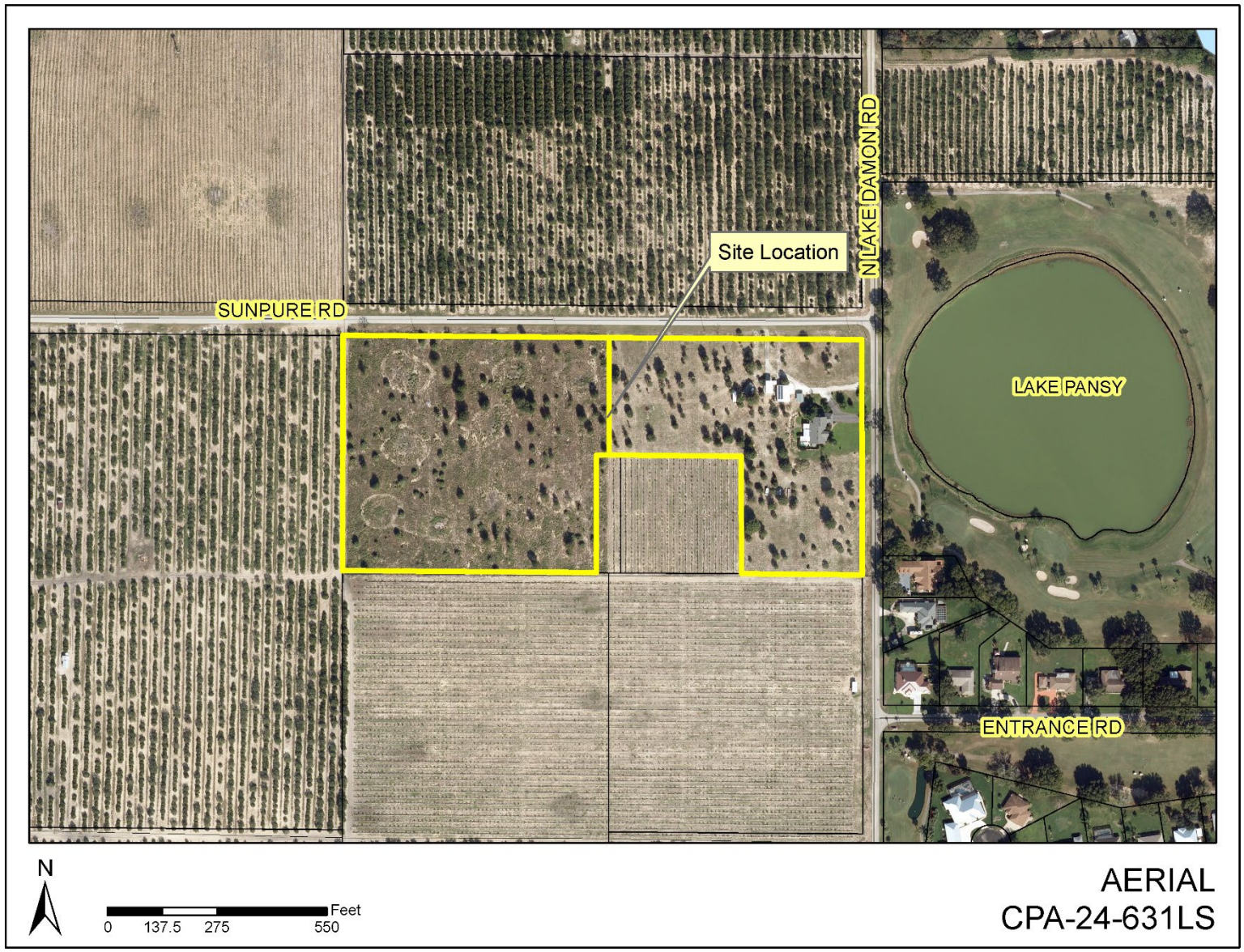

Site Location
SUNPURE RD
N LAKE DAMON RD
LAKE PANSY
ENTRANCE RD
N
0 137.5 275 550
Feet
AERIAL
CPA-24-631LS

Exhibit 3:

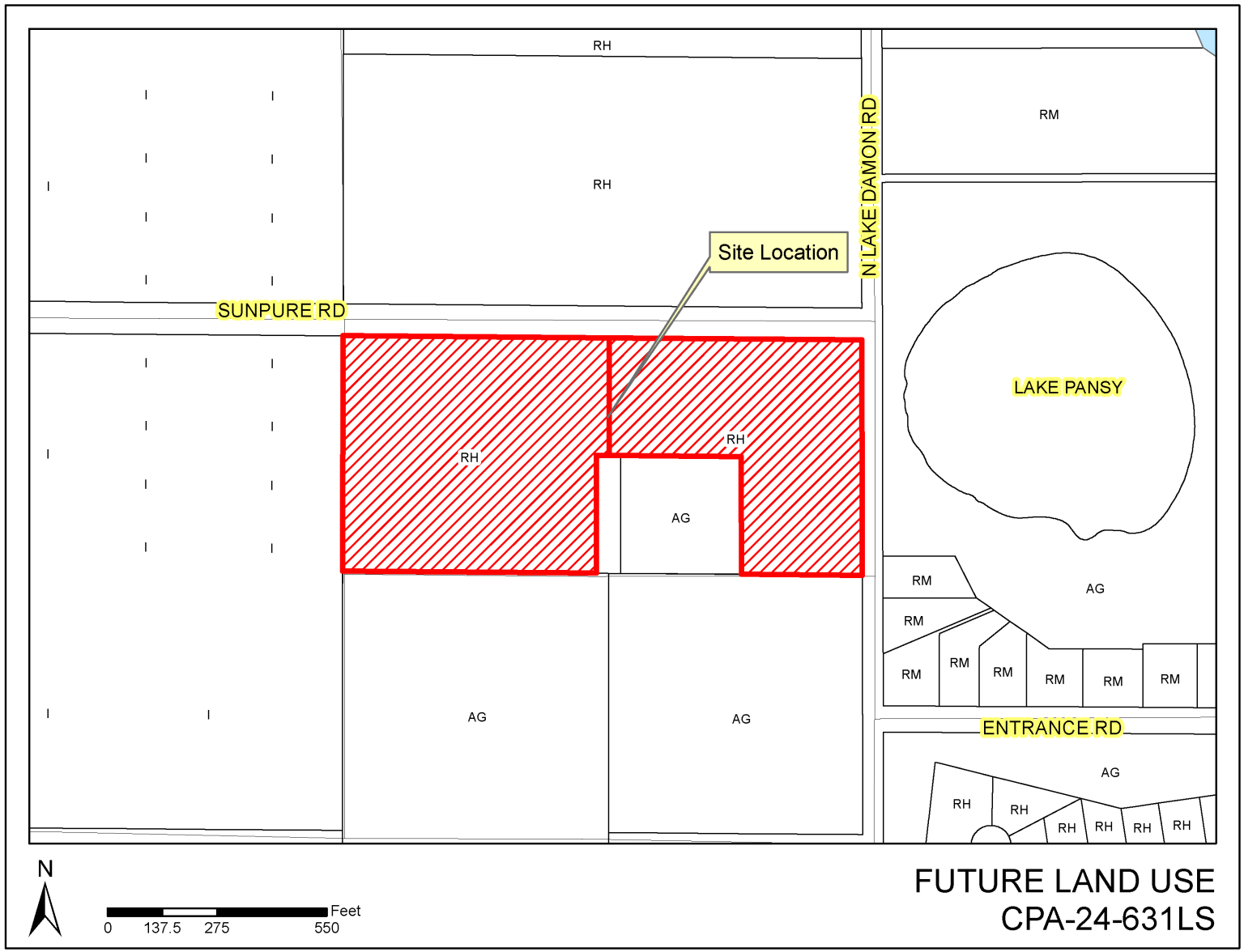

RH
RH
RM
N LAKE DAMON RD
Site Location
SUNPURE RD
LAKE PANSY
RH
RH
AG
RM
AG
RM
RM
RM
RM
RM
RM
RM
ENTRANCE RD
AG
AG
AG
RH
RH
RH
RH
RH
RH
N
0
137.5
275
550
Feet
FUTURE LAND USE
CPA-24-631LS

Exhibit 4:

Excerpt from the Highlands County 2030 Comprehensive Plan
Future Land Use Element
Objective 15: Site Specific Developments

78. CPA-07-425LS: (Lucas) Approximately 15.14 acres located in Section 4, Township 33S, range 28E and generally located west of River Greens Golf Course on the south side of Sunpure Road, changing the land use from “Agriculture” to “High density Residential” *(adopted by Ordinance No. 07-08-07).*

Site Specific Conditions:

A. Central potable water and central wastewater services shall be provided by a public provider.

B. The property shall be considered as a single project for purposes of development review and approval under County Codes.

C. The Applicant shall dedicate additional rights-of-way as required by the County Engineer in order to meet the requirements of the Long Range Transportation Plan, the Land Development Regulations, the Highlands County Technical Standards Manual and the Capital Financial Strategy at the time of development.

D. The development program shall be limited to a maximum of 146 units.

E. A traffic study will be required using Highlands County approved methodology.

F. Effluent reuse lines shall be installed within the project by the developer unless the wastewater service provider determines they are not required.

G. Agriculture water supply capacity in excess of that needed within the project shall be transferred to the Highlands County prior to land clearing and development in accordance with all Water Management District rules and regulations.

H. The development shall meet the County’s recreation LOS through one of the following options:

a. Provide public parks on site,

b. Make a payment in-lieu of dedication of park land.

Highlands County, Florida
Comprehensive Plan Amendment Application

☐ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☑ Large Scale Comprehensive Plan Map Amendment (~~more than 100 acres~~)

* = site-specific conditions

Change from: RH * Change to: RH

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 24 - 631 **SS/LS** **Date of Application:** 01/12/2024

Amount of Fee: $ 2,025.00 **Tax Map No.:** 22-B

Hearing Dates: P&Z 03 / 12 / 24 **BOCC** 04 / 16 / 24

This application has been reviewed for completeness and determined sufficient.

Signed: Planning and Zoning Manager (Interim) **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-04-33-28-020-0420-000 **STRAP No. C-**04-33-28-020-0420-0020

STRAP No. C-___-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Donald Rescigno & Carol Hutchinson

   Mailing Address: 3031 N Lake Damon Rd Avon Park FL 33825

   Daytime Telephone No. (954) 873-3206 **E-Mail Address:** dboya300@bellsouth.net

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: Donald Rescigno

   Mailing Address: 3031 N Lake Damon Rd Avon Park, FL. 33825

   Daytime Telephone No. (954) 873-3206 **E-Mail Address:** dboya300@bellsouth.n

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.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   To remove the site specific conditions previously assigned to be consistent with the FLUD. Project area is under separate ownership and will not be developed as the conditions and FLUD currently require.
4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

a. Goal(s)	FLU Element		Property Rights Element
b. Objective(s)	Obj. 1	Obj. 4	Obj. 1
c. Policy(ies)	Policy 1.1.	A & B	Policies 1.1., 1.2., 1.3., & 1.4.

PROPERTY INFORMATION:

5. **Legal Description(s) of Property 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.
   Replat of Pabor Lake Colony Per PB 3 Pg 55 Tract 2 - Less W 666.67 Ft 6.34 acres M/L
   Replat of Pabor Lake Colony Per PB 3 Pg 55 W. 666.67 Ft. of Tract 2 8.62 acres
6. **Street Address(es) of Property Covered by the Application:**
   3031 N Lake Damon Rd Avon Park, FL 33825
   1201 Sunpure Rd Avon Park, FL 33825
7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** NA
8. **Existing Zoning District:** R3 FLUD **Existing Future Land Use Classification:** RH
9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Single family Dwelling

10. **Are there existing structures on the property?** ☒ **Yes** ☐ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)
Single family Dwelling

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) ≈ 1300 feet, (depth) ≈ 590 feet, road frontage ≈ 1890 feet, water frontage 0 feet, **Total acres:** 15.17

If different from the total acreage, the developable portion is n/a +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Groves/orchards	RH	R-3
South	Cropland soil	AG	AU
East	Golf course	AG	AU
West	Groves/orchards	I	I-2

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 1 dwelling

16. **Residential Density:** The proposed density is less than 1 units per acre.

17. **Intensity:** The proposed intensity is _____ square feet at ____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

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 Avon Park WATER water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

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.

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. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

21. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must 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.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

CITY OF AVON PARK

Highlands County, Florida

Utilities Department
110 E Main St
Avon Park, Florida 33825
863-452-4433

November 7, 2023

To: Whom It May Concern:

Request for information on Services provided by the City of Avon Park Water Dept. for the following property :

Address	Services Provided
3031 N Lake Damon Road Avon Park FL 33825	Water

Thank you,

City of Avon Park

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, DONALD RESCIGNO, 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. ✓

DONALD RESCIGNO
Print Name of Owner

Signature of Owner

3031 N. LAKE DAMON Rd
Address: Number and Street (P.O. Box)

AVON PARK FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of JANUARY, 2024 by DONALD RESCIGNO who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Abby S. Robinson
Signature

ABBY S ROBINSON
Notary Public - State of Florida
Commission # GG 937411
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

Abby S. Robinson
Print Name

Notary Public, State of Florida
My Commission Expires: JAN 28, 2024

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, CAROL HUTCHINSON, 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. _____

CAROL HUTCHINSON
Print Name of Owner

Carol Hutchinson
Signature of Owner

1011 Terry Dr
Address: Number and Street (P.O. Box)

Avon Park FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of JAN, 2024, by CAROL HUTCHINSON who is personally known by me ☑ or who has produced FL DL., as identification and who did take an oath:

Jenymon Cyriac
Signature

JENYMON CYRIAC
Print Name

Notary Public, State of Florida
My Commission Expires: _____

JENYMON CYRIAC
Notary Public - State of Florida
Commission # HH 053846
My Comm. Expires Oct 14, 2024
Bonded through National Notary Assn.

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 Donald Rescigno to be the applicant for this REZONING.

Carol Hutchinson
Print Name of Owner

Signature of Owner

1011 Terry Dr.
Address: Number and Street (P.O. Box)

Avon Park, FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of JAN, 2024 by Carol Hutchinson who is personally known by me ☒ or who has produced Ph. Dl, as identification and who did take an oath:

Signature

Jenymon Cyriac
Print Name

Notary Public, State of Florida
My Commission Expires:

JENYMON CYRIAC
Notary Public - State of Florida
Commission # HH 053846
My Comm. Expires Oct 14, 2024
Bonded through National Notary Assn.

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, DONALD RESCIGNO, 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.

DONALD RESCIGNO
Print Name of Agent

Signature of Agent

3031 N. LAKE DAMON RD
Address: Number and Street (P.O. Box)

AVON PARK FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of JANUARY, 2024, by DONALD RESCIGNO who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Signature

ABBY S ROBINSON
Notary Public - State of Florida
Commission # GG 937411
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

Abby S. Robinson
Print Name

Notary Public, State of Florida
My Commission Expires: JAN 28, 2024

ORDINANCE NO. 23-24-25

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-04-33-28-020-0420-0000 AND C-04-33-28-020-0420-0020; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE ELEMENT, POLICY 15.2, OF THE HIGHLANDS COUNTY COMPREHENSIVE PLAN; PROVIDING FOR THE 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, Florida Statutes, Sections 163.3161 through 163.3215, empowers Highlands County to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-04-33-28-020-0420-0000 and C-04-33-28-020-0420-0020 ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Element of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on March 12, 2024, to review the proposed Large-Scale Plan amendment CPA-24-631LS, and recommended that the County approve the proposed Large-Scale Plan amendment CPA-24-631LS for ultimate transmittal to the Florida Department of Commerce ("DOC"); and

WHEREAS, the County finds that the CPA-24-631LS amendment to the Plan is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County finds that the CPA-24-631LS amendment to the Plan is consistent with the goals, objectives, and policies of the adopted Plan; and

WHEREAS, the County finds that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the CPA-24-631LS amendment to the Plan; and

WHEREAS, the 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 Future Land Use Map amendment, CPA-24-630SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County requires, pursuant to Chapter 8, Article V, Section 8-128(a) and Chapter 12, Article I, Section 12.01.102 B, of the Code that all future development actions on the Property shall be made to conform to applicable Plan policies and to Land Development Regulations in effect at the time of development; and

WHEREAS, the County held a duly noticed public hearing on April 16, 2024, and approved transmittal of Large-Scale Plan amendment CPA-24-631LS to the DOC for its review; and

WHEREAS, the CPA-24-631LS Plan amendment and appropriate supporting data and analysis were transmitted to the reviewing agencies identified in Florida Statutes Section 163.3184(1)(c) on _____, 2024; and

WHEREAS, DOC submitted its Comment Letter [with(out)] comments related to important state resources or facilities for the CPA-24-631LS Plan amendment (Amendment No. 24-__ESR [expedited state review]) on _____, 2024, and

WHEREAS, comments were _____ received from other reviewing agencies related to the CPA-24-631LS Plan amendment; and

WHEREAS, the County held a duly noticed public hearing on _____, 2024, to consider final adoption, by ordinance, of Large-Scale Plan amendment CPA-24-631LS and transmittal to DOC for its final determination that the Plan amendment is in compliance with state law.

NOW THEREFORE, BE IT ORDAINED by Highlands County, after due notice and public hearing as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENT TO THE FUTURE LAND USE ELEMENT, POLICY 15.2, OF THE HIGHLANDS COUNTY COMPREHENSIVE PLAN. Paragraph 78 of Policy 15.2 of the Future Land Use Element of the Plan is amended as follows.

Note: ~~strikethrough~~ words constitute deletions to existing text.

~~78. CPA-07-425LS: (Lucas) Approximately 15.14 acres located in Section 4, Township 33S, range 28E and generally located west of River Greens Golf Course on the south side of Sunpure Road, changing the land use from~~

~~"Agriculture" to "High density Residential" (adopted by Ordinance No. 07-08-07).~~

~~Site Specific Conditions:~~

~~A. Central potable water and central wastewater services shall be provided by a public provider.~~

~~B. The property shall be considered as a single project for purposes of development review and approval under County Codes.~~

~~C. The Applicant shall dedicate additional rights-of-way as required by the County Engineer in order to meet the requirements of the Long Range Transportation Plan, the Land Development Regulations, the Highlands County Technical Standards Manual and the Capital Financial Strategy at the time of development.~~

~~D. The development program shall be limited to a maximum of 146 units.~~

~~E. A traffic study will be required using Highlands County approved methodology.~~

~~F. Effluent reuse lines shall be installed within the project by the developer unless the wastewater service provider determines they are not required.~~

~~G. Agriculture water supply capacity in excess of that needed within the project shall be transferred to the Highlands County prior to land clearing and development in accordance with all Water Management District rules and regulations.~~

~~H. The development shall meet the County's recreation LOS through one of the following options:~~

~~a. Provide public parks on site,~~

~~b. Make a payment in-lieu of dedication of park land.~~ Reserved.

SECTION 3. 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 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-24-631LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **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 6. CONFLICTS. All Ordinances or parts of Ordinances 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 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 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3184, the subject large-scale Future Land Use Element Amendment shall go into effect pursuant to DOC's notice of intent unless otherwise challenged within 30 days of adoption. In the event of a timely challenge, the subject large-scale Future Land Use Element Amendment shall become effective once the Florida Department of Commerce or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

First Public Hearing: April 16, 2024
Second Public Hearing: _____, 2024

DONE AND ADOPTED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-25

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-04-33-28-020-0420-0000 AND C-04-33-28-020-0420-0020; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE ELEMENT, POLICY 15.2, OF THE HIGHLANDS COUNTY COMPREHENSIVE PLAN; PROVIDING FOR THE 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.

SUMMARY: PUBLIC HEARING TO CONSIDER TRANSMITTAL OF LARGE SCALE PLAN AMENDMENT CPA-24-631LS AMENDING THE FUTURE LAND USE ELEMENT OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN TO THE FLORIDA DEPARTMENT OF COMMERCE AND REVIEW AGENCIES FOR EXPEDITED STATE REVIEW.

DEPARTMENT: Development Services

MEETING DATE: April 16, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and

o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: ____N/A_____ Revenues from Fees: _____N/A_____

- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: ___N/A_____.
- Additional applicable information: N/A

_**XXX**__ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Cyndie Kramer, Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 15.17-acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3). The subject property has an existing structure and contain citrus groves. The Applicants are proposing to use the site for an additional single-family residential dwelling.

There is an accompanying text amendment to the Future Land Use Element of the Comprehensive Plan, CPA-24-631LS, to remove the existing site-specific conditions of the existing RH FLU designation.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2148 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-94, P&Z 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: P&Z 2148 Staff Report for BCC.pdf
P&Z 2148 Application.pdf
P&Z 2148 Resolution.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 4/16/2024
Case Number: P&Z 2148	**Case Name:** Rescigno & Hutchinson Rezone
Agent: Donald Rescigno	**Property Owners:** Donald Rescigno & Carol Hutchinson
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone two parcels totaling an approximate 15.17-acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).

General Location: Two (2) parcels totaling an approximate 15.17-acres located in the Pabor Lake Colony Subdivision, on the southwest corner of the intersection of Sunpure Road and North Lake Damon Road, approximately 0.26 miles south of West County Line Road and 1.62 miles north of CR 17A West and West Stryker Road; the address being 3031 N Lake Damon Drive and 1201 Sunpure Road, Avon Park

PARCEL ID: C-04-33-28-020-0420-0000
C-04-33-28-020-0420-0020

Staff Recommendation 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 by Resolution 23-24-94, P&Z 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the March 12, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "7B. HEARING NUMBER P&Z 2148 – DONALD AND SUSAN**

RESCIGNO Two (2) parcels totaling an approximate 15.17-acres located in the Pabor Lake Colony Subdivision, on the southwest corner of the intersection of Sunpure Road and North Lake Damon Road, approximately 0.26 miles south of West County Line Road and 1.62 miles north of CR 17A West and West Stryker Road; the address being 3031 N Lake Damon Drive and 1201 Sunpure Road, Avon Park; and legally described together as follows: Tract 2, Replat of Pabor Lake Colony, according to the Plat thereof as recorded in Plat Book 3, Page 85, of the Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3). Mrs. Hunnicutt read the request and Mr. Garcia presented the request. There were no letters received, and no one spoke in favor or against the request. One member of the audience, Mr. Shaske, requested clarification on why there is mention of high density and hotels for a single-family residence; Mrs. Hunnicutt noted the request is to change the corresponding zoning to match the land use.

Motion by Mrs. Ezell and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2148, changing the Official Zoning Atlas for approximately 15.17 acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0"**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the to the Official Zoning Atlas of two parcels totaling an approximate 15.17 acres, from R-3 FUD to R-3.

The parcels contain citrus groves and an existing single-family residence.

There is an accompanying text amendment to the Future Land Use Element of the Comprehensive Plan, CPA-24-631LS, to remove the existing site-specific conditions of the existing RH FLU designation.

2. Notices to Surrounding Property Owners.

On February 26, 2024, notices were mailed to 13 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	Single-Family Residence (SFR) & Grove	RH	R-3 FUD
Adjacent Property to the North	Grove	RH	R-3
Adjacent Property to the South	Cropland	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the East	SFRs & Golf Course	AG & Medium Density Residential (RM)	AU & Residential District (R-1)
Adjacent Property to the West	Grove	Industrial (I)	Industrial District (I-2)

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.4, High Density Residential (RH); and Policy 15.2.78, Site Specific Developments.

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling Including Motel and Hotel District (R-3); and Section 12.05.291: Flexible Unit Development District (FUD).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection.

Engineering: Approved with conditions. Any development that is considered a commercial project shall undergo the commercial development review process and additional requirements may be identified at that time.

2. **The following Departments, Divisions, and Agencies offered no comment:** Highlands County Natural Resources Division and Fire Rescue.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Avon Park, Florida Department of Transportation, Florida Department of Environmental Protection, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

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 mostly level with an elevation between 115 and 140 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity for this soil type is very low, with a very rapid permeability. Depth to the water table is more than 40 inches and the urban limitations are slight.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been predominately used for grove production and has been cleared of its native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is mostly vacant with a SFR located at 3031 N Lake Damon Drive.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of R-3 FUD.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-3.
5. **Current Zoning Population Yield:** Subject to site-specific conditions and the originally proposed development program, the current zoning would allow up to 146 dwelling units and would carry a potential population yield of 328 persons; 146 dwelling units x 2.25 persons = 328.5 persons.
6. **Proposed Population Yield:** The current proposal to construct one additional SFR carryie a potential population yield of 4 persons; 2 dwelling units x 2.25 persons = 4.5 persons. If developed to the maximum extent allowed by the RH future land use designation, the property would carry a potential population yield of 409 persons; 15.17 acres x 12 units = 182.04 dwelling units; 182 dwelling units x 2.25 persons = 409.5 persons.

7. **The Applicant's proposed development program:** The Applicants are proposing to use the site for an additional single-family residential dwelling.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, 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 **12055C0019C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III 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 off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be served by an on-site wastewater septic tank system that will be designed to connect to a central water 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 access onto N Lake Damon Road and Sunpure Road.
5. **Railroad Access:** There are CSX railroad tracks located southwest of the subject parcel, however, the site does not have direct access to these tracks. The proposed development will not require railroad access.
6. **Recreation:** The proposed development will not require the need for additional recreation at this time.
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:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development for the proposed single-family residence. The proposed development is expected to serve one additional unit and will likely not generate substantial traffic necessitating traffic impact analysis. If additional development is proposed, a traffic analysis will be required at the time of development.

F. **Schools:** The permitted uses within the High Density Residential Future Land Use designation are residential in nature. Project development consistent with the RH designation will likely generate student impacts to the school district and school concurrency **is required**.

G. **Airports:** The subject property is located approximately 2.8 miles north of the Avon Park Executive Airport and 15.8 miles north 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 2148, changing the Official Zoning Atlas for approximately 15.17-acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

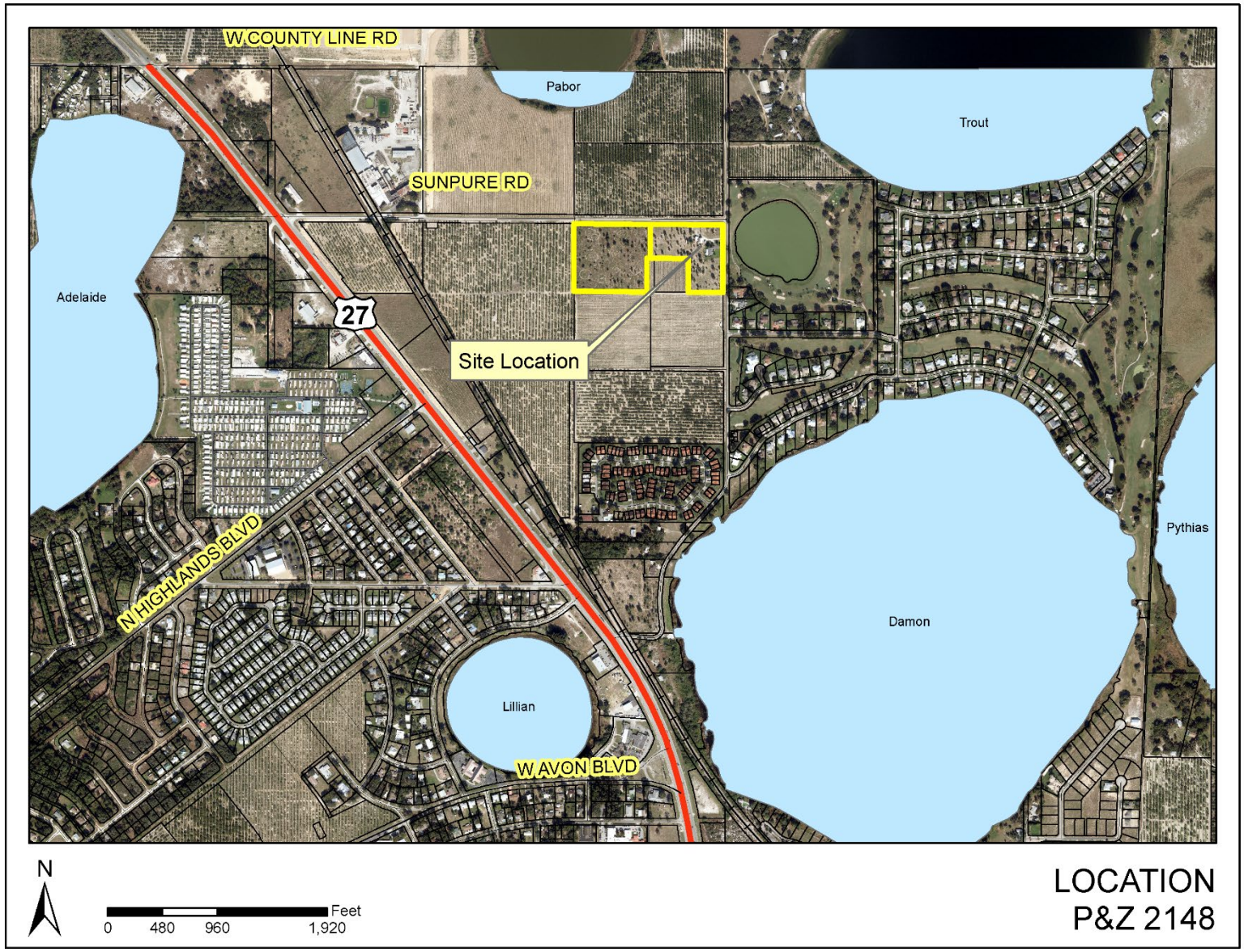

W COUNTY LINE RD
Pabor
Trout
SUNPURE RD
Adelaide
27
Site Location
N HIGHLANDS BLVD
Pythias
Damon
Lillian
W AVON BLVD
N
0
480
960
1,920
Feet
LOCATION
P&Z 2148

Exhibit 2:

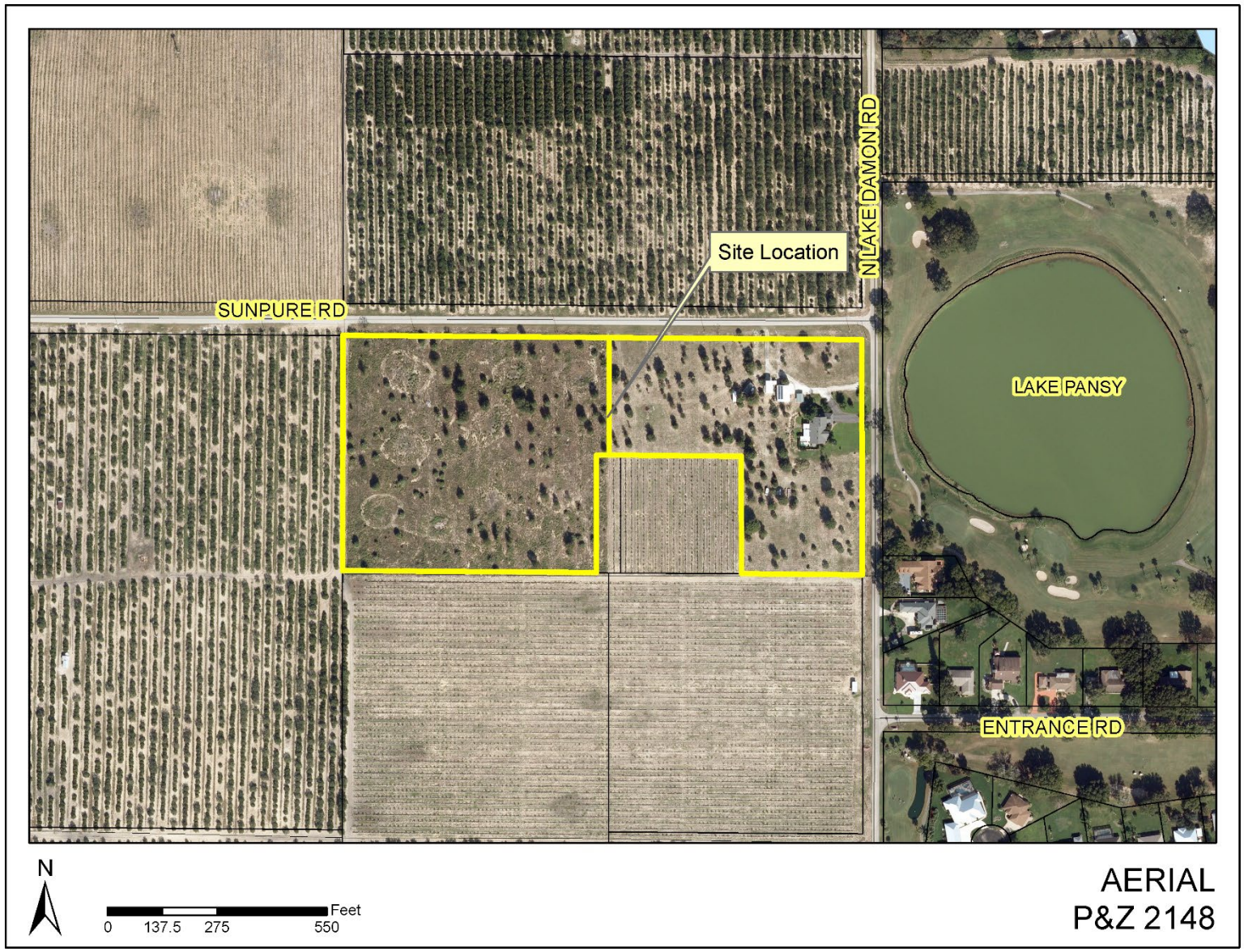

Site Location
SUNPURE RD
N LAKE DAMON RD
LAKE PANSY
ENTRANCE RD
N
0
137.5
275
550
Feet
AERIAL
P&Z 2148

Exhibit 3:

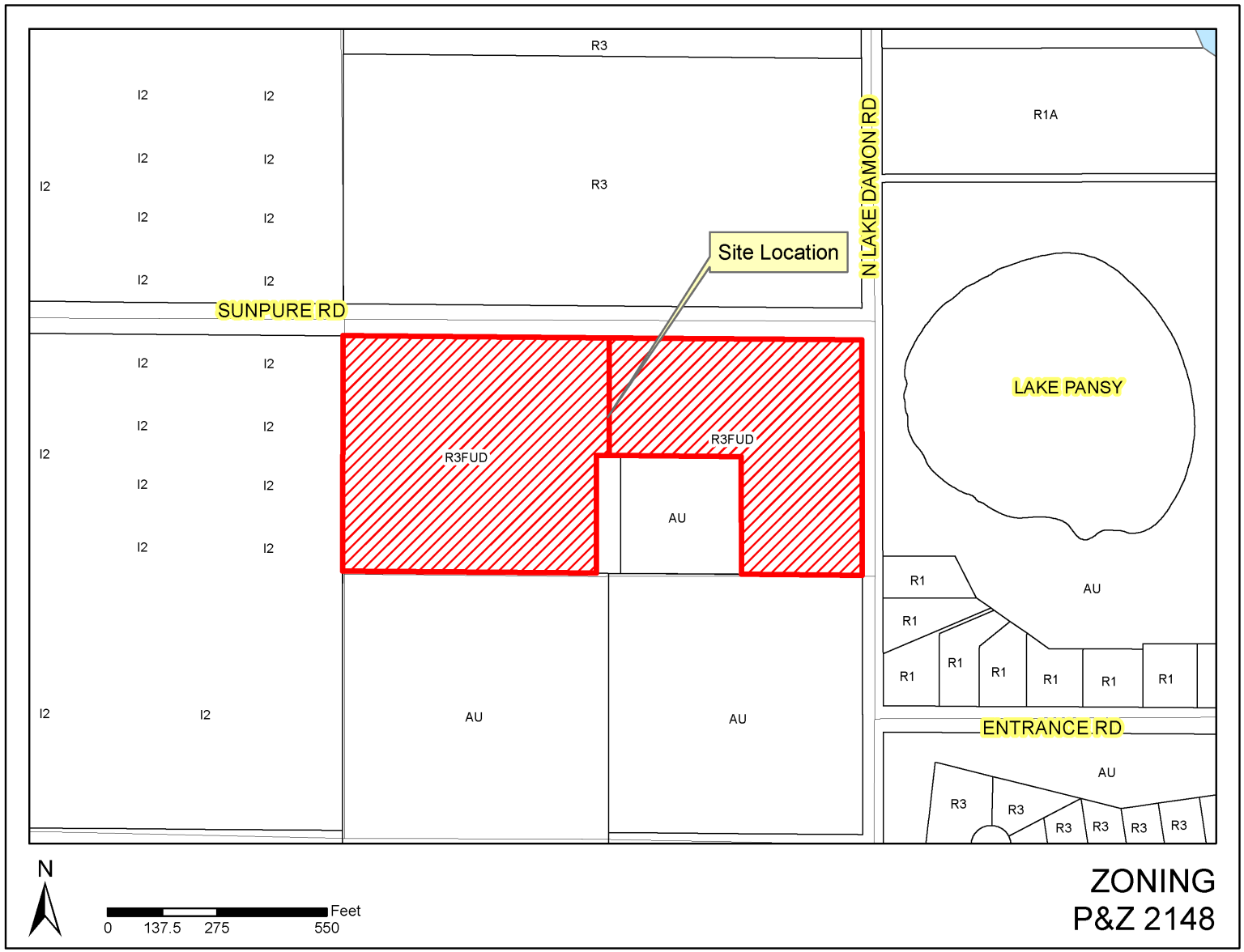
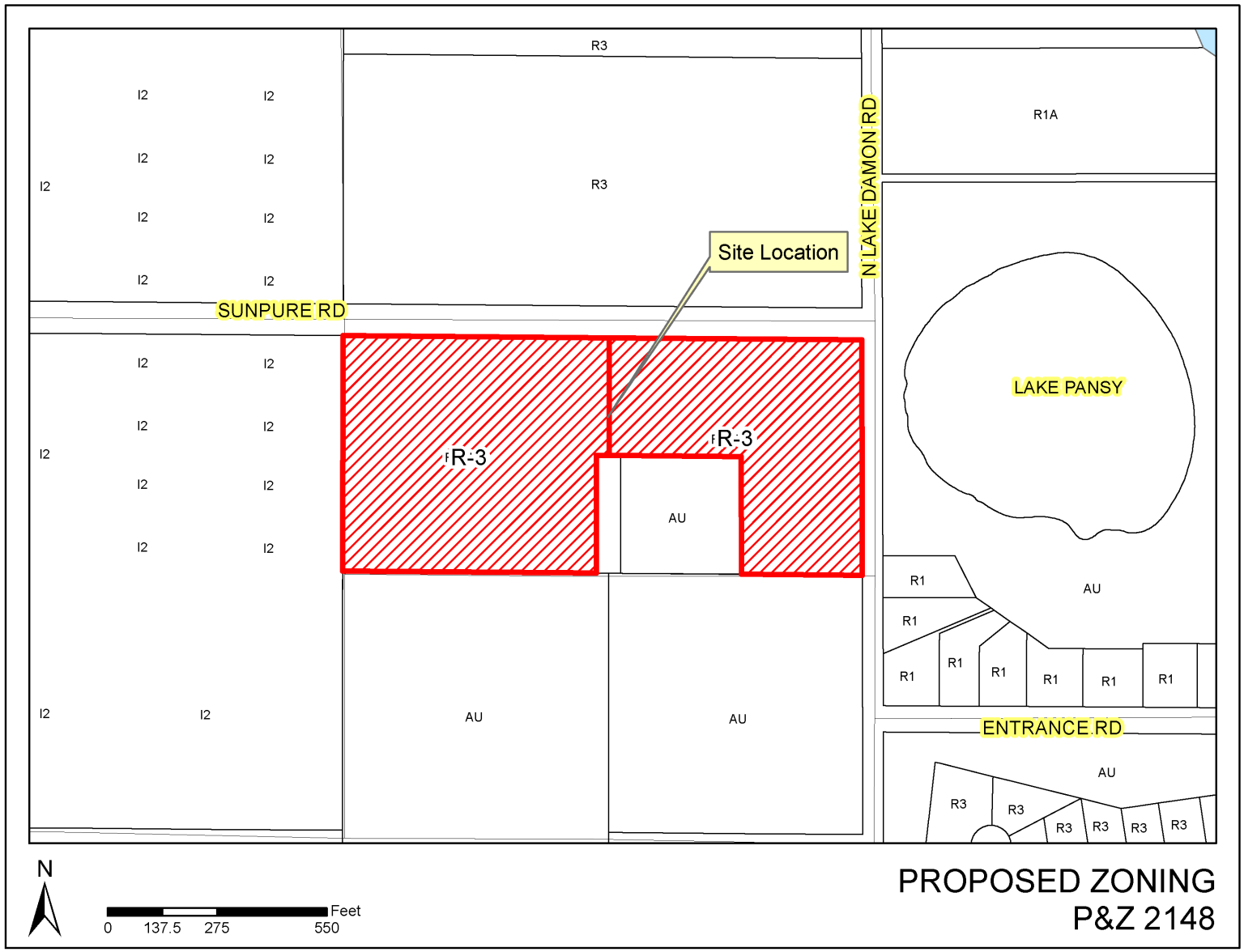

R3
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
R3
R3
N LAKE DAMON RD
R1A
Site Location
SUNPURE RD
LAKE PANSY
R3FUD
R3FUD
AU
AU
AU
AU
R1
R1
R1
R1
R1
R1
R1
R1
AU
ENTRANCE RD
AU
R3
R3
R3
R3
R3
R3
N
0
137.5
275
550
Feet
ZONING
P&Z 2148

Exhibit 4:


R3
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
I2
R3
R3
N LAKE DAMON RD
R1A
Site Location
SUNPURE RD
LAKE PANSY
R-3
R-3
AU
AU
AU
AU
R1
R1
R1
R1
R1
R1
R1
R1
AU
ENTRANCE RD
AU
R3
R3
R3
R3
R3
R3
N
0
137.5
275
550
Feet
PROPOSED ZONING
P&Z 2148

Highlands County, Florida
Zoning Change Application

Zoning change from: R3 FUD
Zoning change to: R-3

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: 2148 / Proj.# 23110021 **Date of Application:** 01/12/2024
Amount of Fee: $ 1,950.00 **Receipt No.:** 430000000179 **Tax Map No.:** 22-B
Hearing Dates: LP: _____ **P&Z:** 03/12/2024 **BCC:** 04/16/2024

****

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: DONALD RESCIGNO + Carol Hutchinson
   Mailing Address: 3031 N. LAKE DAMON Rd Avon PARK FL 338.
   Telephone No.: 954-873-3206 **E-Mail Address:** dboya300@bellsouth.net

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: DONALD RESCIGNO
   Mailing Address: 3031 N. LAKE DAMON Rd, Avon PARK FL 33825
   Telephone No.: 954-873-3206 **E-Mail Address:** dboya300@bellsouth.net

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. _____

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-04-33-28-020-0420-0000 **STRAP #:**C-04-33-28-020-0420-0020
   STRAP #:C-____-____-____-_____-_____-_____ **STRAP #:**C-____-____-____-_____-_____-_____

5. **Street Address(es) of Property Covered by the Application:** _____

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** R3 FUD **Existing Land Use Classification:** RH
Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) ≈ 1300 feet, (depth) ≈ 590 feet, street frontage ≈ 1890 feet, water frontage 0 feet, **Total acres** _____
If different from the total acreage, the upland, or developable portion is 15.17 +/- 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? _____
FRAME single family dwelling

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).: _____

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. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☒No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Groves/ orchards	RH	R-3
South	Cropland soil	AG	AU
East	Golf Course	AG	AU
West	Groves/ orchards	I	I-2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Do not plan to develop the existing FUD.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
one (1) dwelling

16. **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 TBD = FAR TBD %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **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 Avon Park water 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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ 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/A **Applicant's Initial**

18. **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 pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ 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**

19. **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.

20. **Solid Waste Disposal:** The proposed development will be served by the WASTE Connections 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.

21. **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: TBD

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **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:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **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.

26. **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).

27. **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.

28. **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.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☑**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

****

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

CITY OF AVON PARK

Highlands County, Florida

Utilities Department
110 E Main St
Avon Park, Florida 33825
863-452-4433

November 7, 2023

To: Whom It May Concern:

Request for information on Services provided by the City of Avon Park Water Dept. for the following property :

Address	**Services Provided**
3031 N Lake Damon Road Avon Park FL 33825	Water

Thank you,

City of Avon Park

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, DONALD RESCIGNO, 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. ✓

DONALD RESCIGNO
Print Name of Owner

Signature of Owner

3031 N. LAKE DAMON Rd
Address: Number and Street (P.O. Box)

AVON PARK FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of JANUARY, 2024 by DONALD RESCIGNO who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Signature

ABBY S ROBINSON
Notary Public - State of Florida
Commission # GG 937411
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

Abby S. Robinson
Print Name

Notary Public, State of Florida
My Commission Expires: JAN 28, 2024

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, CAROL Hutchinson, 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. _____

CAROL Hutchinson
Print Name of Owner

Carol Hutchinson
Signature of Owner

1011 Terry Dr
Address: Number and Street (P.O. Box)

Avon Park FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of JAN, 2024, by CAROL Hutchinson who is personally known by me ☑ or who has produced FL DL., as identification and who did take an oath:

Jenymon Cyriac
Signature

JENYMON CYRIAC
Print Name

Notary Public, State of Florida
My Commission Expires: _____

JENYMON CYRIAC
Notary Public - State of Florida
Commission # HH 053846
My Comm. Expires Oct 14, 2024
Bonded through National Notary Assn.

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 Donald Rescigno to be the applicant for this REZONING.

Carol Hutchinson
Print Name of Owner

Carol Hutchinson
Signature of Owner

1011 Terry Dr.
Address: Number and Street (P.O. Box)

Avon Park, FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of JAN, 2024 by Carol Hutchinson who is personally known by me ☒ or who has produced Ph. DL, as identification and who did take an oath:

Jenymon Cyriac
Signature

JENYMON CYRIAC
Print Name

Notary Public, State of Florida
My Commission Expires:

JENYMON CYRIAC
Notary Public - State of Florida
Commission # HH 053846
My Comm. Expires Oct 14, 2024
Bonded through National Notary Assn.

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, DONALD RESCIGNO, 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.

DONALD RESCIGNO
Print Name of Agent

Signature of Agent

3031 N. LAKE DAMON RD
Address: Number and Street (P.O. Box)

AVON PARK FL 33825
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of JANUARY, 2024, by DONALD RESCIGNO who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Signature

ABBY S ROBINSON
Notary Public - State of Florida
Commission # GG 937411
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

Abby S. Robinson
Print Name

Notary Public, State of Florida
My Commission Expires: JAN 28, 2024

RESOLUTION NO. 23-24-94

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-04-33-28-020-0420-0000 AND C-04-33-28-020-0420-0020; 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 those properties identified by the Highlands County Property Appraiser through Parcel ID#s C-04-33-28-020-0420-0000 and C-04-33-28-020-0420-0020 ("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. <u>Legislative Findings and Intent.</u> 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#s C-04-33-28-020-0420-0000 and C-04-33-28-020-0420-0020 and more particularly described as:

A Portion of Acreage Tract No. 2, of A REPLAT OF PABOR LAKE COLONY, as shown recorded in Plat Book 3, Page 85, of the Public Records of Highlands County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of said Acreage Tract No. 2, for the POINT OF BEGINNING; thence South 00°05‘58“ East along the East line of said Tract No. 2 for 130.39 feet; thence South 89°54‘02“ West for 208.71 feet; thence South 00°05‘58“ East for 208.71 feet; thence North 89°54‘02“ East for 208.71 feet to the East line of said Tract No. 2; thence South 00°05’58“ East along the East line of said Tract No. 2 for 250.85 feet to the Southeast Corner of said Tract No. 2; thence North 89°52‘49“ West along the South line of said Tract No. 2 for 301.53 feet to the Southeast Corner of Lot 3, in Block 19, of PABOR LAKE COLONY LANDS & TOWNSITE, recorded in Transcript Book 29, of the Public Records of Highlands County, Florida; thence North 00°07‘49“ West along the East line of said Lot 3, for 295.03 feet; thence North 89°52‘10“ West along the North line of said Lot 3, for 326.67 feet; thence North 00°32‘52“ West for 295.11 feet to the North line of said Tract No. 2; thence South 89°51‘30“ East along the North line of said Tract No. 2 for 630.67 feet to the POINT OF BEGINNING. A Portion of Acreage TRACT No. 2, of a REPLAT OF PABOR LAKE COLONY SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, Page 85, of the Public Records of Highlands County, Florida, being more particularly described as follows: COMMENCE at the Northeast Corner of Acreage Tract No. 2; thence run South 0°06’09“ West along the Westerly right of way line of Lake Damon Road for a distance of 130.39 feet for POINT OF BEGINNING; thence continue South 0°06‘09“ West along said right of way line a distance of 208.71 feet; thence North 89°53‘51“ West a distance of 208.71 feet; thence North 0°06‘09“ East a distance of 208.71 feet; thence South 89°53‘51“ East a distance of 208.71 feet to POINT OF BEGINNING.

And

A portion of Acreage Tract No. 2 as shown on the Plat A REPLAT OF PABOR LAKE COLONY recorded in Plat Book 3 at Page 85 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Acreage Tract No. 2 for the POINT OF BEGINNING; thence South 89°51'30" East along the North line of said Tract No. 2 for 666.67 feet; thence South 00°32'52" East for 295.11 feet; thence North 89°52'10" West for 35.00 feet; thence South 00°09'34" East along the West right of way of an Unnamed Street for 295.10 feet to the South line of said Tract No. 2, for 633.06 feet to the Southwest corner of said Tract No. 2, for 590.45 feet to the POINT OF BEGINNING.

is hereby changed from Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Multiple Family Dwelling including Motel and Hotel District, R-3.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other 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 2148, 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 Highlands County Ordinance 23-24-___, adopting a large-scale Plan amendment to the

Future Land Use Element, CPA-24-631LS, removing site specific conditions contained within Policy 15.2. previously approved through CPA-07-425LS.

DONE AND ADOPTED, this 16th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Cyndie Kramer, Planning and Zoning Manager**

SUBJECT/TITLE: **Public hearing to consider adoption of the Small Scale Comprehensive Plan Future Land Use Map Amendment CPA-24-636SS, for approximately 4.79 acres, from Low Density Residential (RL) to Agriculture (AG).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan map amendment to change the Future Land Use designation of approximately 4.79 acres from Low Density Residential (RL) to Agriculture (AG).

The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop. The maximum size of the proposed structure would be 5,000 square feet.

There is a companion request for a zoning change from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU), P&Z 2155. The current M-2 CU zoning designation was recently approved by the BCC at the December 19, 2023, regular meeting; at that time, there was no request to change the FLUM designation. The proposed use is not a permitted principal use in the implementing AU District.

The proposed Future Land Use Map amendment did not receive a recommendation of approval from the Planning and Zoning Commission, who voted to recommend denial of CPA-24-636SS, 4 – 3.

RECOMMENDED ACTION

Move to deny the Small Scale Comprehensive Plan Future Land Use Map Amendment CPA-24-636SS, for approximately 4.79 acres, from Low Density Residential (RL) to Agriculture (AG).

FISCAL IMPACT

There is no fiscal impact.

Attachments: CPA-24-636SS Staff Report for BCC.pdf
CPA-24-636SS Application.pdf
CPA-24-636SS Ordinance.sgs.pdf
Ordinance Business Impact form.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 4/16/2024
Case Number: CPA-24-636SS	**Case Name:** Littlefield Property FLUM Amendment
Agent: Roger Dale Polston	**Property Owners:** Daniel J. Littlefield
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Low Density Residential (RL) to Agriculture (AG).

General Location: An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring, Florida

PARCEL ID: C-35-34-28-A00-0350-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to deny CPA-24-636SS.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to deny CPA-24-636SS.

3. **Excerpt from the March 12, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "G. HEARING NUMBER CPA-24-636SS – DANIEL J. LITTLEFIELD TRUST, C/O POLSTON ENGINEERING** An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring; and legally described as follows: The south ½ of the southwest ¼ of the northeast ¼ of the northeast ¼ in Section 35, Township 34 South, Range 28 East, Highlands County, Florida, less and except the west 33 feet thereof for road right-of-way.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Low Density Residential (RL) to Agriculture (AG). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Littlefield

presented the request. There were no letters received, and no members of the audience spoke in favor or against the request. Mr. Garcia clarified the proposed land use designation was not recommended for approval due to the inconsistency with existing residential designations in the area. Discussion ensued between the Board members, Staff, and the Applicant regarding the inconsistent zoning and land use designations surrounding the subject property and the use of the proposed structure.

Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to deny CPA-24-636SS.

Upon roll call Mr. Boring, Mr. Roberts, Mrs. Ezell and Mrs. Hunnicutt voted yes, and Mr. Ingler, Mr. Youngman, and Mrs. Pipal voted no.

Motion to deny carried 4-3."

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 4.79-acre parcel, from RL to AG.

The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop. The maximum size of the proposed structure would be 5,000 square feet.

There is a companion request for a zoning change from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU), P&Z 2155. The proposed use is not a permitted principal use in the proposed AU District.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant	RL	M-2 CU
Adjacent Property to the North	Sebring Gardens Mobile Home Park	High Density Residential (RH)	M-2
Adjacent Property to the South	Soil Grazing	Medium Density Residential (RM)	AU
Adjacent Property to the East	Vacant	RL	EU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Vacant	RL	AU

3. 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.1, Agriculture (AG) and Policy 1.2.D.2, Low Density Residential (RL).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.222: Mobile Home Parks District (M-2), and Section 12.05.292: Conditional Use District (CU).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

A.7. Provide a basic recognition that the land uses outside of urbanized areas are primarily agricultural activities or low-density rural development…

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

C. Development impacts, timing, the availability and adequacy of infrastructure facilities, the installation of new infrastructure, the provision of new or the expansion of existing services by the public or private sectors, historic growth trends, and the limits of public budgets to provide services shall be considered as impacts of future development proposals. These

considerations are particularly important whenever land use amendments are evaluated for the most suitable density and/or intensity or type of land use.

Policy 1.2.D.1, Agriculture:

Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including biofuel feedstock and other resource based activities, and recreation and open space.

a. Starting Density: 0.20 or less, units per acre, or one (1) dwelling for every five acres.

Policy 1.2.D.2, Low Density Residential:

This land use classification requires large lots for single-family housing which is typical of estate subdivisions or ranchettes. This land use is primarily utilized as a means to define the transition to agrarian settlement patterns within the County, such as in Existing Rural Villages. It performs the function of an urban/rural threshold around the urban cores. Low Density Residential should be the primary land use option for the development of less accessible lands or less useable lands on the Lake Wales Ridge.

Infrastructure Element

Objective 5: Growth Management Through Central Wastewater Systems

The County shall implement procedures which discourage urban sprawl and maximize the use of existing facilities, especially areas served by centralized and planned infrastructure.

Policy 5.1, Develop Areas Served by Central Wastewater Systems:

In addition to implementing a policy for centralized wastewater systems, the County intends to discourage urban sprawl and provide for the more efficient use of existing central wastewater facilities through a purposeful implementation of the General Growth Management Strategy articulated under Future Land Use Objective 1.

The County shall encourage residential density concentrations, as opposed to large lot, low density residential within the service areas as a means to economically capture wastewater of sufficient quantity for reclamation and distribution for irrigation or commercial/industrial use.

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: Staff does not support this request; the proposed use is not a permitted principal use in the AU zoning district.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Natural Resources Division and Highlands County Fire Rescue.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Florida Department of Environmental Protection.

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 level with an elevation of 130 feet.
2. **Soils:** The soils underlying the site are *Satellite-Basinger-Urban Land Complex* and *Basinger, St. Johns and Placid Soils.*
   Satellite-Basinger-Urban Land Complex. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 12 to 42 inches for the Satellite Sand and 0 to 12 inches for the Basinger Soil. Both soils in this complex are poorly drained and are nearly level to gently sloping. Because of the complexity of these areas and severe water problems affecting the urban uses of these soils, it is suggested that a site-specific investigation be conducted to determine suitability for the intended use.
3. *Basinger, St. Johns and Placid Soils.* The available water capacity for Basinger and Placid soils is low and is moderate for St. Johns soils. The water table is within 12 inches of the surface most of the year. These soils are nearly level, poorly drained, and very poorly drained. A severe limitation for most urban uses, because of the wetness, can be

minimized with adding suitable topsoil, stabilizing the surface, or by implementing water control systems.

4. **Surface Waters:** The subject parcel has no surface water areas.
5. **Vegetative Cover:** The site has not been cleared of native vegetation.

B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vesting Rights:** None.
3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of RL.
4. **Proposed FLUM Designation:** The proposed FLUM designation is AG.
5. **Current FLUM Population Yield:** The current FLU allows up to 3 dwelling units per acre, however, the existing M-2 CU zoning designation does not allow for any residential use. Therefore, there is currently no potential population yield.
6. **Proposed FLUM Density:** The proposed FLU allows up to 1 dwelling unit per 5 acres. While the subject property is less than 5 acres, the shortage was caused by right-of-way dedication. Pursuant to Section 12.06.102.E. of the LDRs, the property would be considered a legal nonconforming lot if changed to AG, and treated as if meets the minimum requirement of 5 acres. The parcel would carry a potential population yield of 2 persons; 4.79 acres x 1 dwelling units = 1 dwelling unit; 1 dwelling unit x 2.25 persons = 2.25
7. **The Applicant's proposed development program:** The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop. The maximum size of the proposed structure would be 5,000 square feet.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, 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 **12055C0226C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III 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.
2. **Central Wastewater:** The property will be served by an on-site wastewater (septic) treatment system.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site will utilize Brunns Road for access.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development, if approved, will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
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: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **would not be** required at the time of development.

F. Schools: The permitted uses within the Agriculture FLU designation may be considered residential; however, the proposed use will not generate student impacts to the school district and school concurrency **would not be** required.

G. Airports: The subject property is located approximately 7.79 miles southeast of the Avon Park Executive Airport and 7.93 miles west of the Sebring Regional Airport.

H. Fundamental Planning Analysis ref. Comprehensive Plan:

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:

In an area characterized by existing infrastructure and proximity to high-density and urban commercial uses, the deintensification of land use could result in underutilization of resources and potentially hinder the protection of natural resources and ecosystems by foregoing

opportunities for infill development that aligns with existing urban fabric.

(2) Promotes the efficient and cost-effective provision or extension of public infrastructure and services:

The proposed change to Agriculture does not promote the efficient use of existing infrastructure. The area's existing infrastructure is designed to support high to medium density residential and commercial uses. Deintensifying the land use could lead to inefficiencies in the utilization of public infrastructure and services, which are already in place to support a more urbanized environment.

(3) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:

The shift to a lower-density agricultural use does not align with the goal of creating walkable and connected communities. The current designation of Low Density Residential is more conducive to supporting compact development and a mix of uses, which are essential for fostering walkable environments and a diverse range of housing options.

(4) Promotes conservation of water and energy:

The existing urban infrastructure and surrounding uses indicate that the site is more suitable for dense residential development, which can be designed to optimize water and energy use in an urban setting.

(5) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:

In this case, the preservation of agricultural areas is not of primary concern, as the site is surrounded by urban uses. The proposed change to Agriculture does not effectively or substantially contribute to the preservation of agricultural activities or prime farmlands, given the urban context of the site.

(6) Preserves open space and natural lands and provides for public open space and recreation needs:

In an urbanized area, the provision of public open space and recreational amenities is typically better achieved through planned residential development that integrates these elements into the community fabric.

(7) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:

The proposed land use change may disrupt the balance of land uses in the area. The existing RL designation is more aligned with the demands of the residential population and the nonresidential needs of the surrounding urban environment. Transitioning to AG could lead to an imbalance by introducing a land use that is inconsistent with the existing urban development pattern.

(8) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:

The proposed AG FLU designation does not align with the objectives of the County's Comprehensive Plan to promote compact development, efficient use of infrastructure, and balanced land use patterns that support sustainable urban growth. Designating this property at a rural density may exacerbate sprawl by reducing the density in an area that is primed for more efficient, higher-density use.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is not consistent** with the patterns of existing development within this area and is not compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is not 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 deny CPA-24-636SS.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1:

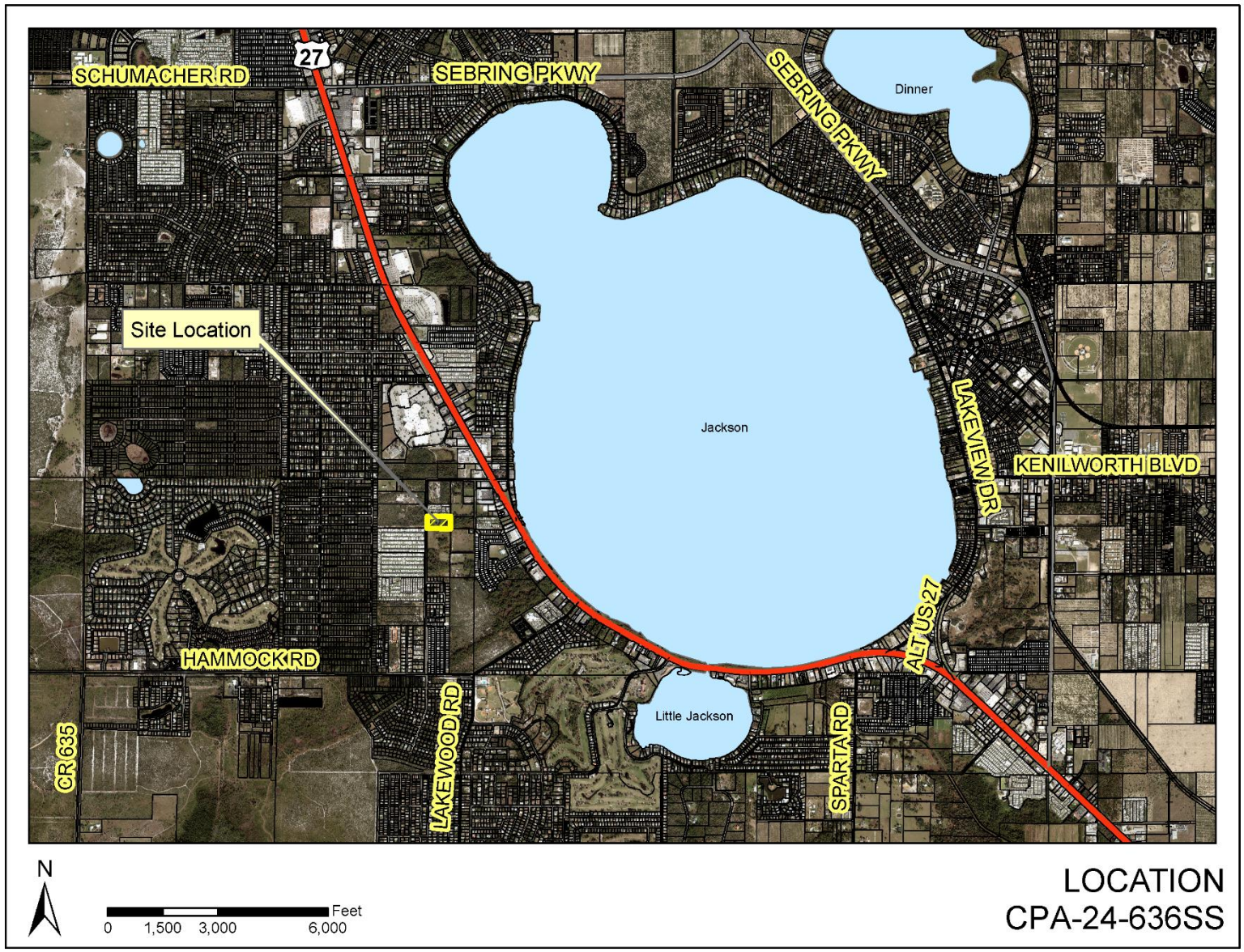

SCHUMACHER RD
27
SEBRING PKWY
SEBRING PKWY
Dinner
Site Location
Jackson
LAKEVIEW DR
KENILWORTH BLVD
HAMMOCK RD
ALT US 27
Little Jackson
CR 635
LAKEWOOD RD
SPARTA RD
N
Feet
0
1,500
3,000
6,000
LOCATION
CPA-24-636SS

Exhibit 2:

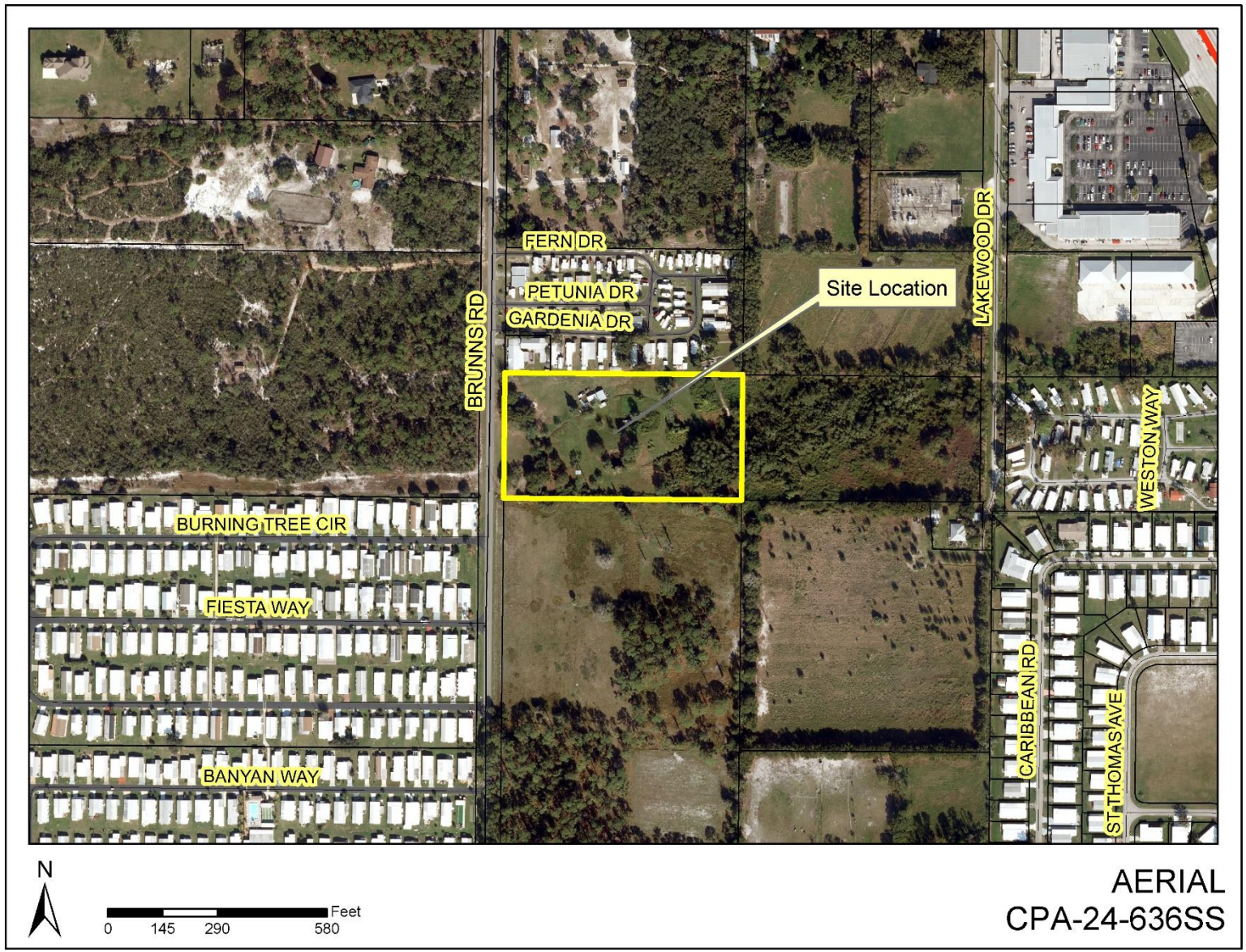

FERN DR
PETUNIA DR
GARDENIA DR
Site Location
BRUNNS RD
LAKEWOOD DR
WESTON WAY
BURNING TREE CIR
FIESTA WAY
BANYAN WAY
CARIBBEAN RD
ST THOMAS AVE
N
0
145
290
580
Feet
AERIAL
CPA-24-636SS

Exhibit 3:

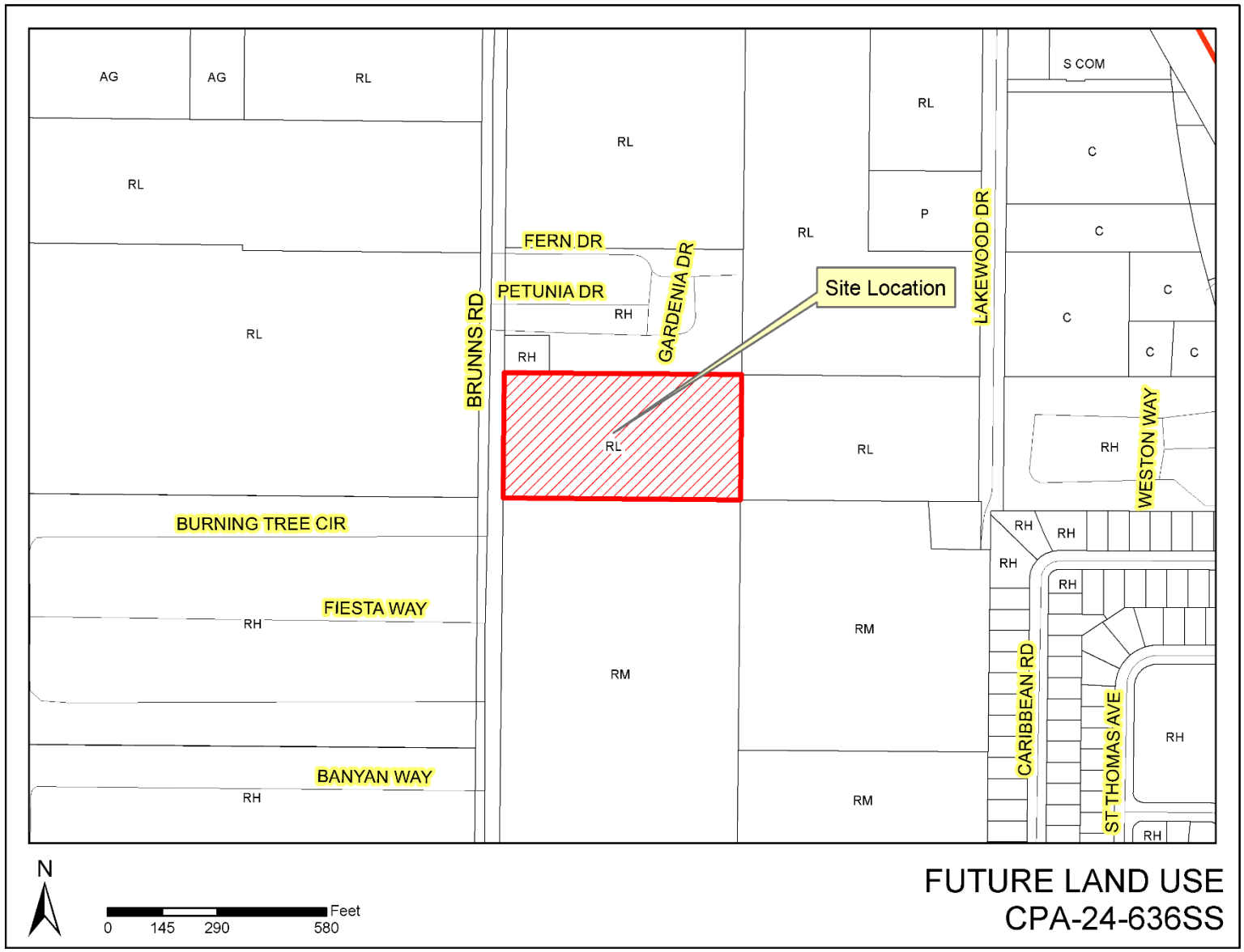
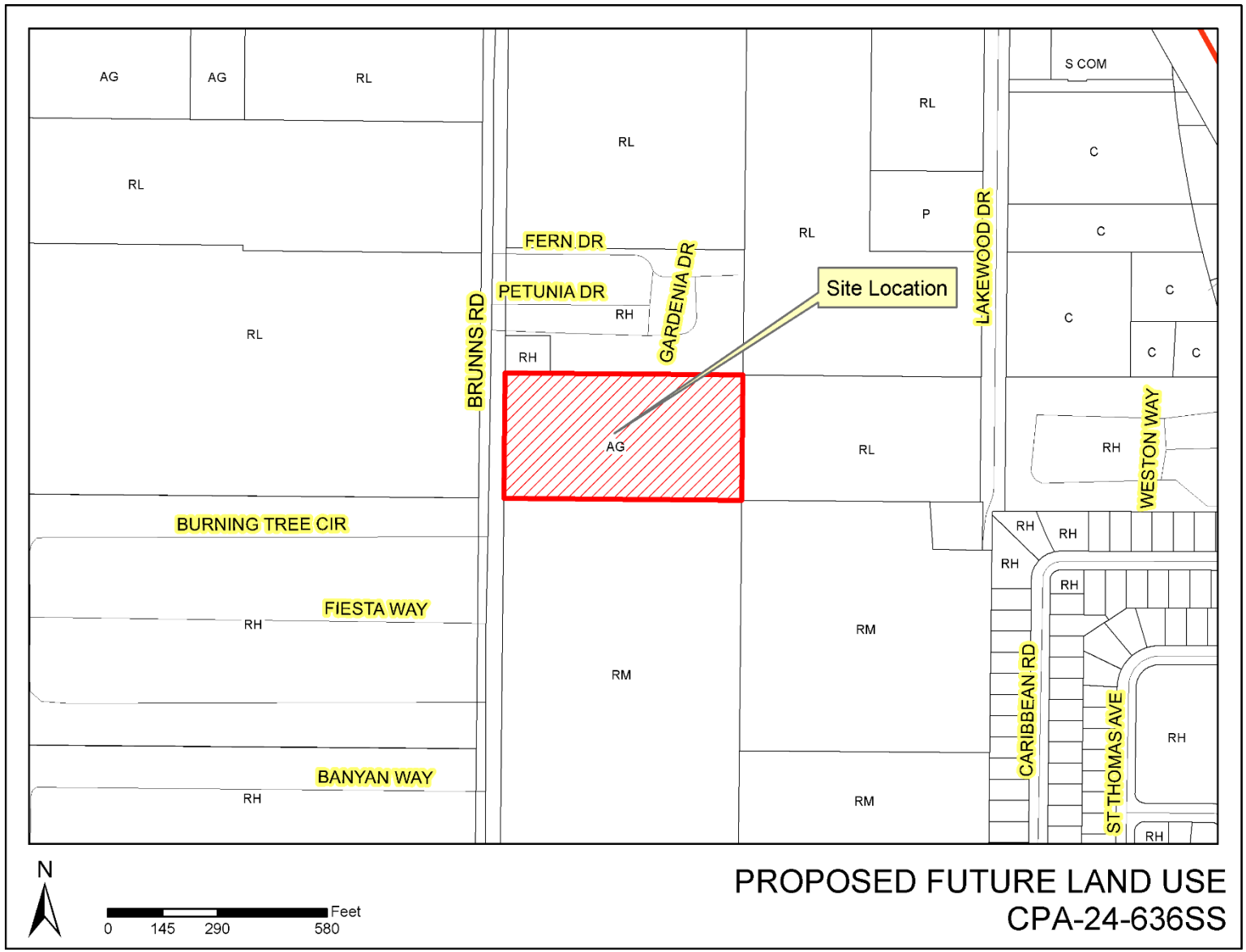

AG
AG
RL
RL
RL
RL
RL
RL
RL
RL
RL
RL
RL
RL
P
S COM
C
C
C
C
C
C
RH
RH
RH
RH
RH
RH
RH
RH
RH
RM
RM
RM
RM
FERN DR
PETUNIA DR
GARDENIA DR
BRUNNS RD
LAKEWOOD DR
Site Location
WESTON WAY
BURNING TREE CIR
FIESTA WAY
BANYAN WAY
CARIBBEAN RD
ST THOMAS AVE
N
0
145
290
580
Feet
FUTURE LAND USE
CPA-24-636SS

Exhibit 4:


AG
AG
RL
RL
RL
RL
RL
RL
P
S COM
C
C
C
C
C
C
RH
RH
RH
RH
RH
RH
RH
RH
RH
RM
RM
RM
AG
FERN DR
PETUNIA DR
GARDENIA DR
BRUNNS RD
LAKEWOOD DR
Site Location
WESTON WAY
BURNING TREE CIR
FIESTA WAY
BANYAN WAY
CARIBBEAN RD
ST THOMAS AVE
N
0
145
290
580
Feet
PROPOSED FUTURE LAND USE
CPA-24-636SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: RL Change to: AG (MB)

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

Project No. 24010016

STAFF USE ONLY:

Case Number: CPA-24-636 (SS/LS) **Date of Application:** 1/24/2024

Amount of Fee: $ 1,500.00 **Tax Map No.:** 48-C reciept No. 43000000185

Hearing Dates: P&Z 3 / 12 / 24 BOCC 4 / 16 / 24

This application has been reviewed for completeness and determined sufficient.

Signed: Planning and Zoning Manager (Interim) Date 1/29/2024

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-35-34-28-A00-0350-0000 **STRAP No. C-**___-___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Daniel J. Littlefield and Dianne S. Littlefield Revocable Trust

   Mailing Address: 1940 Brunns Road, Sebring, Florida 33872

   Daytime Telephone No. (863) 385-7624 **E-Mail Address:** _____

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: Roger Dale Polston

   Mailing Address: PO Box 588, Sebring, Florida 33871

   Daytime Telephone No. (863) 385-5564 **E-Mail Address:** dale@polstonengineering.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.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   To make the FLU compatible with the proposed zoning change.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) Efficient distribution of compatible land use
   b. Objective(s) Growth Management Strategies
   c. Policy(ies) 1.2D - Agriculture/compatible land use for rural area

PROPERTY INFORMATION:

5. **Legal Description(s) of Property 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.
   THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA. LESS ANND EXCEPT THE WEST 33 FEET THEREOF FOR ROAD RIGHT OF WAY.

6. **Street Address(es) of Property Covered by the Application:**
   2000 Brunns Road, Sebring, Florida 33872

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** Littlefield Property

8. **Existing Zoning District:** M2-CU **Existing Future Land Use Classification:** RL

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   Vacant

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: _____

11. **Existing Property Information:** Size of Property (width) ±331.75 feet, (depth) ±629.73 feet, road frontage ±331.75 feet, water frontage 0 feet, **Total acres:** ±4.79

If different from the total acreage, the developable portion is 4.79 +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

_____

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Mobile Home Park	RH	M2
South	Vacant	RM	AU
East	Vacant	RL	EU
West	Mobile Home Park	RL	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** NA

16. **Residential Density:** The proposed density is NA units per acre.

17. **Intensity:** The proposed intensity is NA square feet at NA Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

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. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

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.

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. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must 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.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: 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 Comprehensive Plan Amendment Traffic Impact Study: 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

Kenya B. Henderson 1-23-24
Reviewer's Signature Date

JDH 1/23/24
County Engineer's Signature Date

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Daniel Littlefield, 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.

No contact is required. DL
An appointment is required before entering the property. _____
Please initial the appropriate line.

Daniel Littlefield
Print Name of Owner

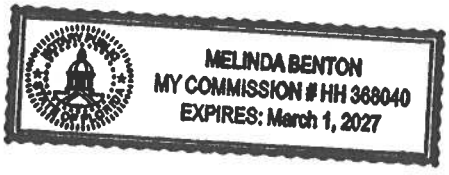
Daniel Littlefield
Signature of Owner

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 23 day of January 2024 by Daniel Littlefield who is ~~personally known~~ by me or who has produced _____, as identification and who did take an oath:



M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Roger Dale Polston, 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.

Roger Dale Polston
Print Name of Agent

Roger Dale Polston
Signature of Agent

PO Box 588
Address: Number and Street (P.O. Box)

Sebring, Florida 33871-0588
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The foregoing instrument was acknowledged before me this 23 day of January 2024 by Roger Dale Polston who is ~~personally known~~ by me or who has produced _____, as identification and who did take an oath:

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the FUTURE LAND USE CHANGE of the property described and which is the subject matter of the proposed hearing.

I give authorization for Roger Dale Polston to be my agent for this application.

Daniel Littlefield
Print Name of Owner

Signature of Owner

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 23 day of January, 2024 by Daniel Littlefield who is ~~personally known~~ by me ☐ or who has produced _____, as identification and who did (did not) take an oath.

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

M. Benton
Signature

Melinda Benton
Print Name

Notary Public, State of Florida

My Commission Expires: March 1, 2027

ORDINANCE NO. 23-24-26

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-35-34-28-A00-0350-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; 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, Florida Statutes, Section 163.3167 empowers Highlands County to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0350-0000 ("Property"), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on March 12, 2024, to review the small-scale amendment to the Property, identified by CPA-24-636SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, CPA-24-636SS and the proposed Future Land Use Map amendment did not receive approval from the Highlands County Planning and Zoning Commission; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-24-636SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-24-636SS, is consistent with the goals, objectives and policies of the 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 Future Land Use Map amendment, CPA-24-636SS; 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 Future Land Use Map amendment, CPA-24-636SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-24-636SS is not located within an area of critical state concern; 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 development.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. 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 OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-35-34-28-A00-0350-0000, and more particularly described as:

> The South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 in Section 35, Township 34 South, Range 28 East, Highlands County, Florida. Less and except the west 33 feet thereof for road right-of-way.

is hereby changed from "Low Density Residential" and to "Agriculture".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Agriculture.

SECTION 3. 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 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-24-636SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in 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 6. CONFLICTS. All Ordinances or parts of Ordinances 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 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 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 16 day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-26

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-35-34-28-A00-0350-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; 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.

SUMMARY: PUBLIC HEARING TO CONSIDER ADOPTION OF SMALL SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT CPA-24-636SS, FOR APPROXIMATELY 4.79 ACRES, FROM LOW DENSITY RESIDENTIAL (RL) TO AGRICULTURE (AG).

DEPARTMENT: Development Services

MEETING DATE: April 16, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.

  Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.

- Additional applicable information: N/A

_**XXX**__ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Cyndie Kramer, Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2155, changing the Official Zoning Atlas for approximately 4.79- acres from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas of approximately 4.79 acres from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).

The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop, which is not a permitted principal use in the proposed AU District.

There is a companion request for a FLUM amendment from Low Density Residential (RL) to Agriculture (AG), CPA-24-636SS.

The proposed change to the Zoning Atlas did not receive a recommendation of approval from the Planning and Zoning Commission, who voted to recommend denial of P&Z 2155, 4 – 3.

RECOMMENDED ACTION

Move to deny P&Z Hearing No. 2155, changing the Official Zoning Atlas for approximately 4.79- acres from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).

FISCAL IMPACT

There is no fiscal impact.

Attachments: P&Z 2155 Staff Report for BCC.pdf
P&Z 2155 Application.pdf
P&Z 2155 Resolution.sgs.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 4/16/2024
Case Number: P&Z 2155	**Case Name:** Littlefield Rezone
Agent: Roger Dale Polston	**Property Owners:** Daniel J. Littlefield
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 4.79-acre parcel, from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).

General Location: An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring.

PARCEL ID: C-35-34-28-A00-0350-0000

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to deny P&Z 2155.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to deny P&Z 2155.

3. **Excerpt from the March 12, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "H. HEARING NUMBER CPA-24-636SS – DANIEL J. LITTLEFIELD TRUST, C/O POLSTON ENGINEERING** An approximate 4.79-acre parcel located on the east side of Brunns Road, approximately 0.75 miles north of Hammock Road, 0.18 miles south of Flare Road, 0.56 miles east of South Heron Street, and 0.32 miles west of US 27; the address being 2000 Brunns Road, Sebring; and legally described as follows: The south ½ of the southwest ¼ of the northeast ¼ of the northeast ¼ in Section 35, Township 34 South, Range 28 East, Highlands County, Florida, less and except the west 33 feet thereof for road right-of-way.

   The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Low Density Residential (RL) to Agriculture (AG). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Littlefield presented the request. There were no letters received, and no members of the audience spoke in favor or against the request. Mr. Garcia clarified the proposed

land use designation was not recommended for approval due to the inconsistency with existing residential designations in the area. Discussion ensued between the Board members, Staff, and the Applicant regarding the inconsistent zoning and land use designations surrounding the subject property and the use of the proposed structure.

Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to deny CPA-24-636SS.

Upon roll call Mr. Boring, Mr. Roberts, Mrs. Ezell and Mrs. Hunnicutt voted yes, and Mr. Ingler, Mr. Youngman, and Mrs. Pipal voted no.

Motion to deny carried 4-3."

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 4.79-acre parcel, from M-2 CU to AU.

The parcel is vacant of structures and still contains native vegetation. The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop, which is not a permitted principal use in the proposed AU District.

The current M-2 CU zoning restricts the use of the property to storage and maintenance incidental to Sebring Gardens Mobile Home Park.

There is a companion request for a FLUM amendment from Low Density Residential (RL) to Agriculture (AG), CPA-24-636SS.

2. Notices to Surrounding Property Owners.

On February 26, 2024, notices were mailed to 8 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	RL	M-2 CU
Adjacent Property to the North	Sebring Gardens Mobile Home Park	High Density Residential (RH)	M-2
Adjacent Property to the South	Soil Grazing	Medium Density Residential (RM)	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Vacant	RL	EU
Adjacent Property to the West	Vacant	RL	AU

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.1, Agriculture (AG) and Policy 1.2.D.2, Low Density Residential (RL).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.222: Mobile Home Parks District (M-2), and Section 12.05.292: Conditional Use District (CU).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: Staff does not support this request; the proposed use is not a permitted principal use in the AU zoning district.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Natural Resources Division and Highlands County Fire Rescue.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Florida Department of Environmental Protection.

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 level with an elevation of 130 feet.

2. **Soils:** The soils underlying the site are *Satellite-Basinger-Urban Land Complex* and *Basinger, St. Johns and Placid Soils.*
   Satellite-Basinger-Urban Land Complex. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 12 to 42 inches for the Satellite Sand and 0 to 12 inches for the Basinger Soil. Both soils in this complex are poorly drained and are nearly level to gently sloping. Because of the complexity of these areas and severe water problems affecting the urban uses of these soils, it is suggested that a site-specific investigation be conducted to determine suitability for the intended use.
   Basinger, St. Johns and Placid Soils. The available water capacity for Basinger and Placid soils is low and is moderate for St. Johns soils. The water table is within 12 inches of the surface most of the year. These soils are nearly level, poorly drained, and very poorly drained. A severe limitation for most urban uses, because of the wetness, can be minimized with adding suitable topsoil, stabilizing the surface, or by implementing water control systems.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has not been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of M-2 CU.
4. **Proposed Zoning Designation:** The proposed zoning designation is AU.
5. **Current Population Yield:** The current M-2 CU zoning restricts the use of the property to storage and maintenance incidental to Sebring Gardens Mobile Home Park; therefore, there is currently no potential population yield.
6. **Proposed Zoning Density:** The proposed zoning allows up to 1 dwelling unit per 5 acres. While the subject property is less than 5 acres, the shortage was caused by right-of-way dedication. Pursuant to Section 12.06.102.E. of the LDRs, the property would be considered a legal nonconforming lot if rezoned to AU, and treated as if meets the minimum requirement of 5 acres. The parcel would carry a potential population yield of 2 persons; 4.79 acres x 1 dwelling units = 1 dwelling unit; 1 dwelling unit x 2.25 persons = 2.25 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to utilize the property for a personal maintenance barn/hobby shop. The maximum size of the proposed structure would be 5,000 square feet.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected

Natural Resources. However, pursuant to Natural Resource Element Policy 3.3.A.3.a of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development as wetlands have been identified to occur.

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 **12055C0226C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III 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.
2. **Central Wastewater:** The property will be served by an on-site wastewater (septic) treatment system.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site will utilize Brunns Road for access.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development, if approved, will be required to meet the Level of Service (LOS) Standards as stated in the Highlands County Comprehensive Plan.
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: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **would not be** required at the time of development.

F. Schools: The permitted uses within the AU zoning district may be considered residential, however, the proposed use would not generate student impacts to the school district and school concurrency **would not be** required.

G. Airports: The subject property is located approximately 7.79 miles southeast of the Avon Park Executive Airport and 7.93 miles west of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is not consistent** with the patterns of existing development within this area and is not compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is not 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 deny P&Z 2155.

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:

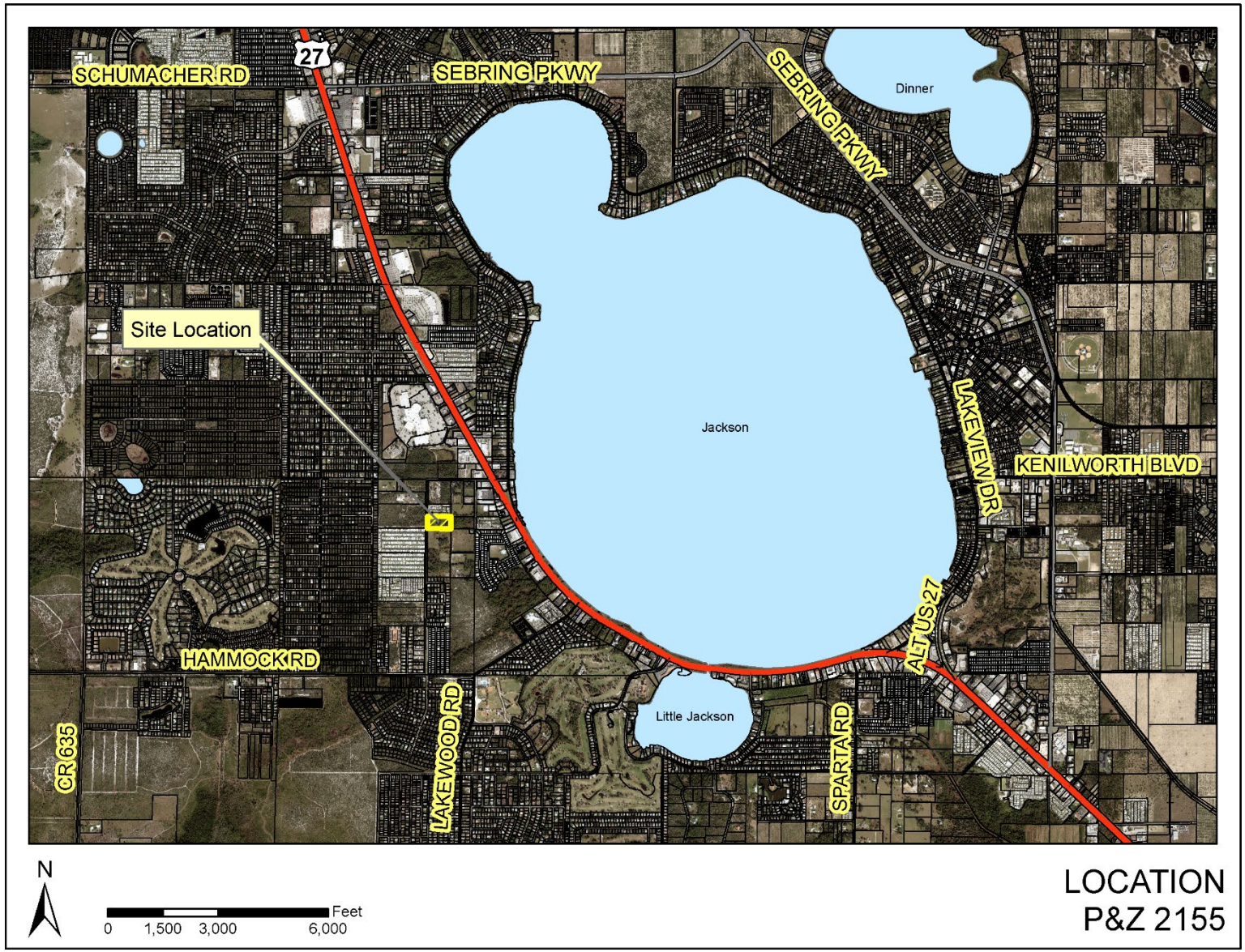

SCHUMACHER RD
27
SEBRING PKWY
SEBRING PKWY
Dinner
Site Location
Jackson
LAKEVIEW DR
KENILWORTH BLVD
HAMMOCK RD
ALT US 27
Little Jackson
CR 635
LAKEWOOD RD
SPARTA RD
N
Feet
0
1,500
3,000
6,000
LOCATION
P&Z 2155

Exhibit 2:

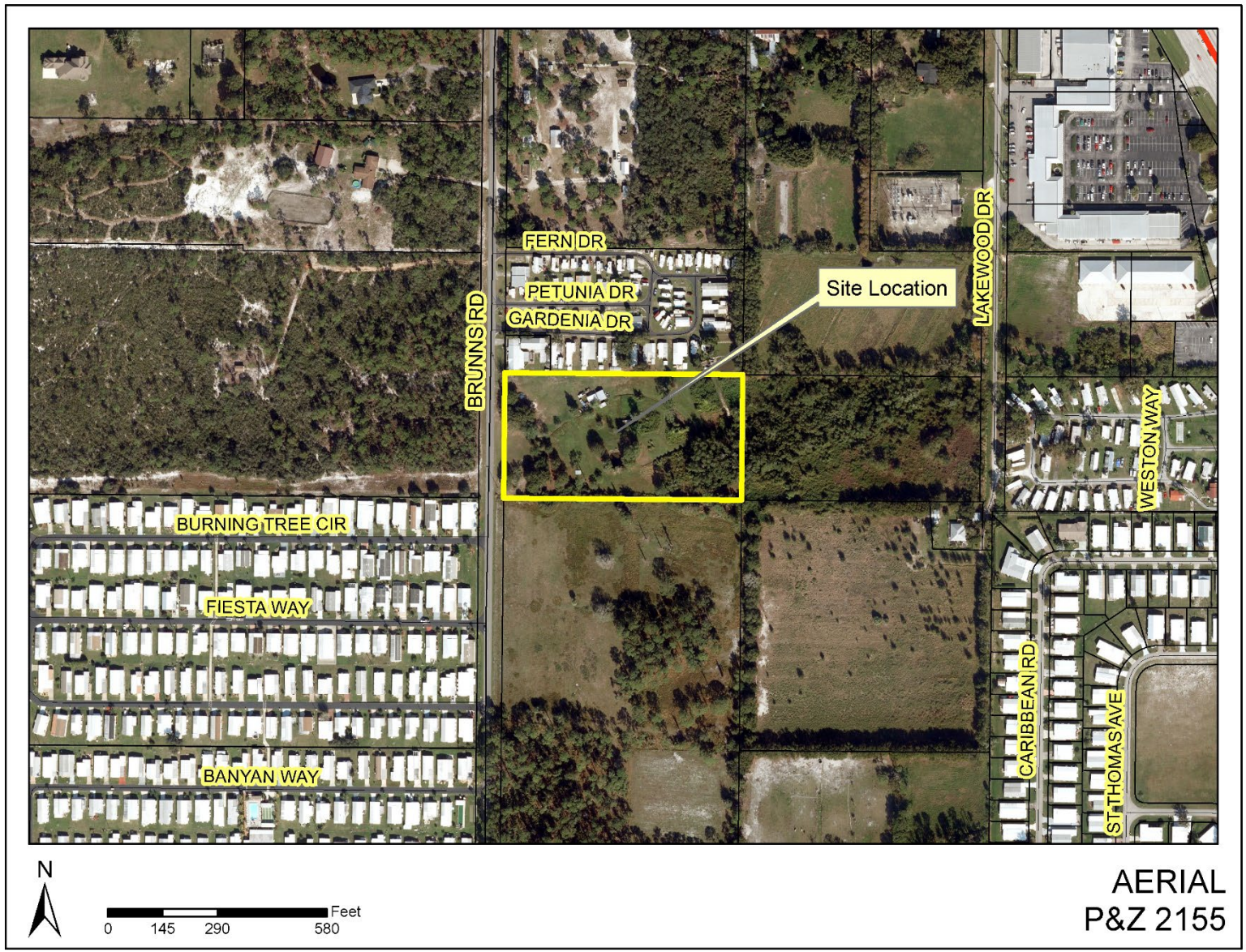

FERN DR
PETUNIA DR
GARDENIA DR
Site Location
BRUNNS RD
LAKEWOOD DR
WESTON WAY
BURNING TREE CIR
FIESTA WAY
BANYAN WAY
CARIBBEAN RD
ST THOMAS AVE
N
0
145
290
580
Feet
AERIAL
P&Z 2155

Exhibit 3:

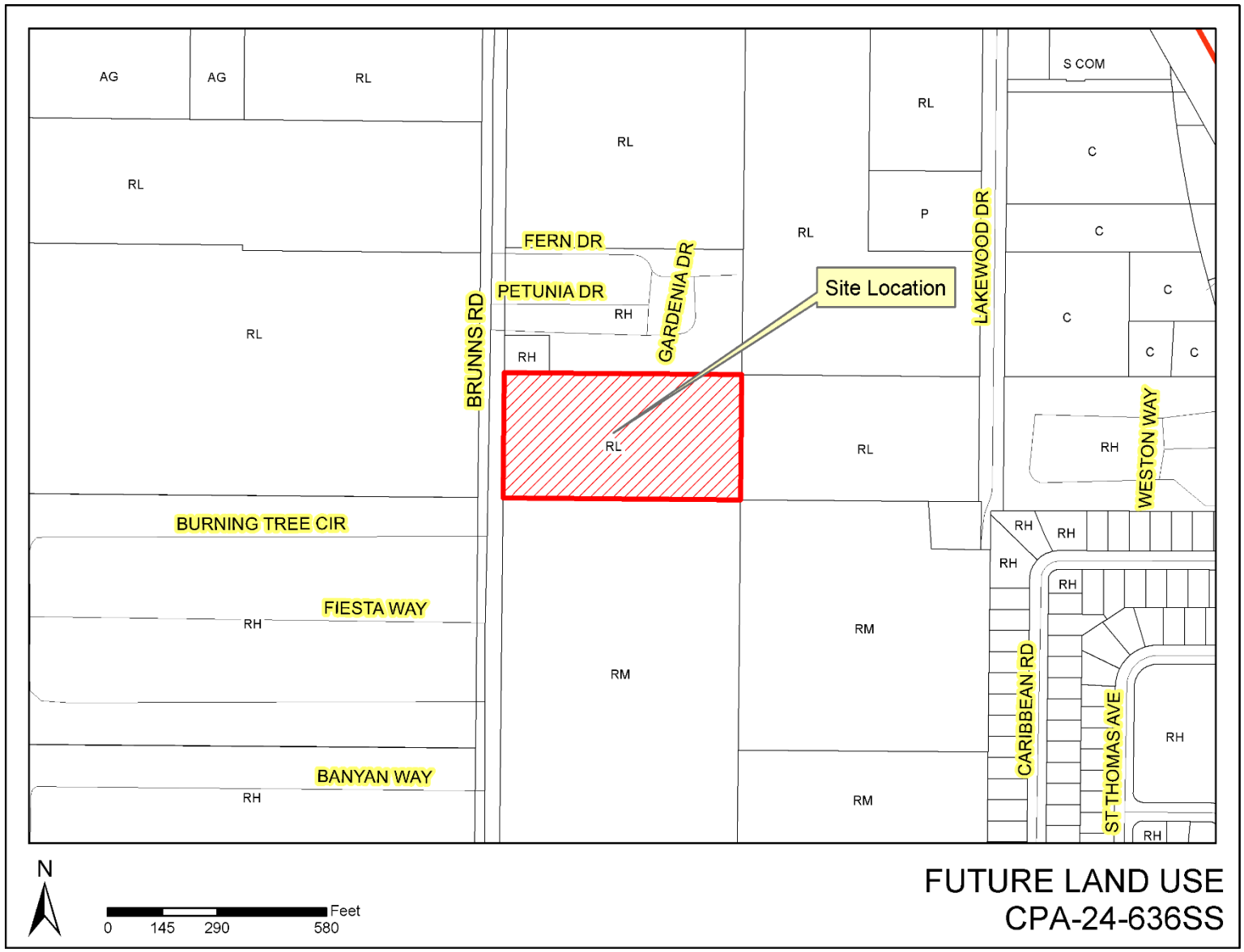

AG
AG
RL
RL
RL
RL
RL
RL
P
S COM
C
C
C
C
C
C
RH
RH
RH
RH
RH
RH
RH
RH
RM
RM
RM
RM
FERN DR
PETUNIA DR
GARDENIA DR
BRUNNS RD
LAKEWOOD DR
Site Location
WESTON WAY
BURNING TREE CIR
FIESTA WAY
BANYAN WAY
CARIBBEAN RD
ST THOMAS AVE
N
0
145
290
580
Feet
FUTURE LAND USE
CPA-24-636SS

Exhibit 4:

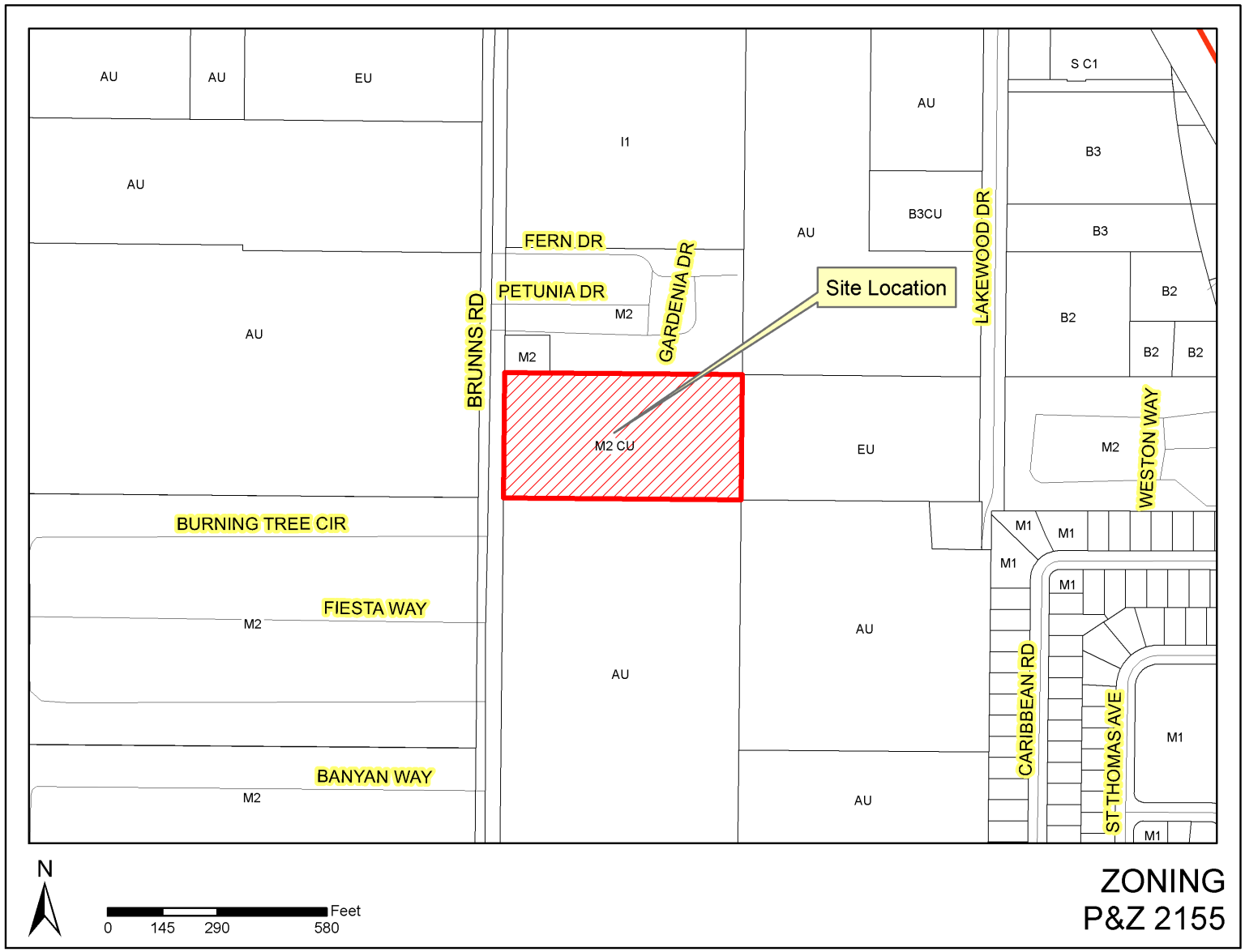
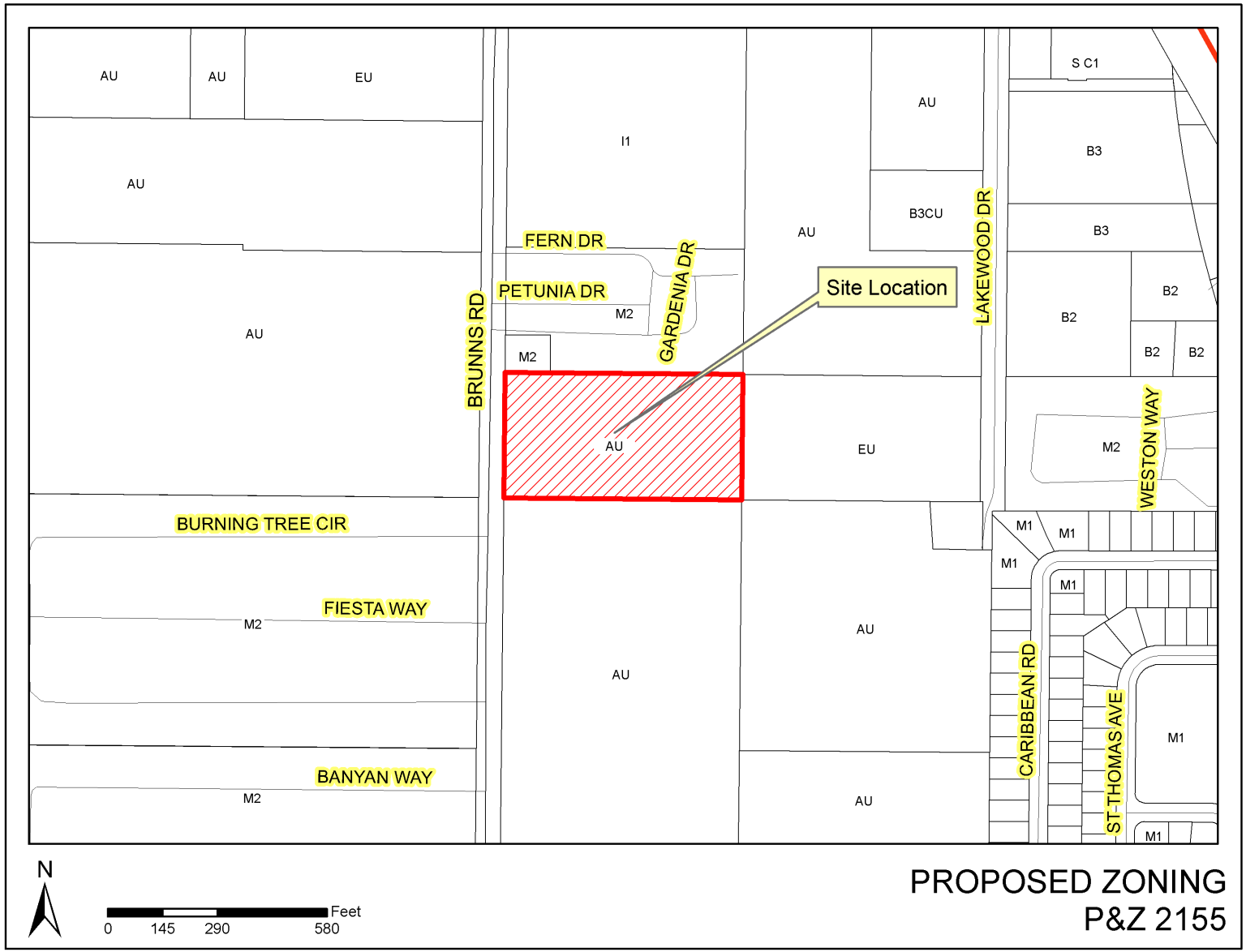

AU
AU
EU
AU
AU
I1
AU
B3CU
AU
S C1
B3
B3
B2
B2
B2
B2
FERN DR
PETUNIA DR
M2
M2
GARDENIA DR
BRUNNS RD
LAKEWOOD DR
Site Location
M2 CU
EU
M2
WESTON WAY
BURNING TREE CIR
FIESTA WAY
M2
AU
AU
M1
M1
M1
M1
CARIBBEAN RD
ST THOMAS AVE
M1
M1
BANYAN WAY
M2
AU
N
0
145
290
580
Feet
ZONING
P&Z 2155

Exhibit 5:


AU
AU
EU
AU
AU
I1
AU
AU
B3CU
S C1
B3
B3
B2
B2
B2
B2
FERN DR
PETUNIA DR
M2
M2
GARDENIA DR
BRUNNS RD
Site Location
LAKEWOOD DR
AU
EU
M2
WESTON WAY
BURNING TREE CIR
M1
M1
M1
M1
FIESTA WAY
M2
AU
AU
CARIBBEAN RD
ST THOMAS AVE
M1
BANYAN WAY
M2
AU
M1
N
Feet
0
145
290
580
PROPOSED ZONING
P&Z 2155

Highlands County, Florida
Zoning Change Application

Zoning change from: M2-CU
Zoning change to: AU

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

Project No. 24010015

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2155 **Date of Application:** 1/24/2024
Amount of Fee: $1,950.00 **Receipt No.:** 430000000185 **Tax Map No.:** 48-C
Hearing Dates: LP: _____ **P&Z:** 3/12/2024 **BCC:** 4/16/2024

****

This application has been reviewed for completeness and determined sufficient:

Rachel Bry
Zoning Supervisor **Date** 1/29/2024

****

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: Daniel J. Littlefiled and Dianne S. Littlefield Revocable Trust
   Mailing Address: 1940 Brunns Road, Sebring, Florida 33872
   Telephone No.: 863-385-7624 **E-Mail Address:** _____

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: Polston Engineering, Inc.
   Mailing Address: PO Box 588, Sebring, Florida 33871-0588
   Telephone No.: 863-385-5564 **E-Mail Address:** dale@polstonengineering.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. THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR ROAD RIGHT OF WAY.

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-35-34-28-A00-0350-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 2000 Brunns Road, Sebring, Florida 33872

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: M2-CU **Existing Land Use Classification**: RL
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 331.75 feet, (depth) 629.73 feet, street frontage 331.75 feet, water frontage none feet, **Total acres** 4.79
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? N/A

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).: _____

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. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Mobile Home Park	RH	M2
South	Vacant	RM	AU
East	Vacant	RL	EU
West	Mobile Home Park	RL	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Would like to put up a metal building on the property to use as a hobby shop/maintenance barn. Maximum size will be 50 X 100.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** None

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) NA square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building NA divided by Parcel size NA = FAR NA %

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately 5,000 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**

18. **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 pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ 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**

19. **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.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections 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.

21. **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: Not Applicable

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **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:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **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.

26. **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).

27. **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.

28. **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.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

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, Daniel Littlefield, 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. DL

An appointment is required before entering the property. _____

Daniel Littlefield
Print Name of Owner

Daniel Littlefield
Signature of Owner

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3 day of January, 2023 by Daniel Littlefield who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

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 Roger Dale Polston to be my agent for this application.

Daniel Littlefield
Print Name of Applicant

Signature of Applicant

1940 Brunns Road
Address: Number and Street (P.O. Box)

Sebring, Florida 33872
City and State (Zip Code)

STATE OF FLORIDA
COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3 day of January, 2023 by Daniel Littlefield who is ~~personally known by me~~ [ ] or who has produced _____, as ~~identification and who~~ did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Roger Dale Polston, 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.

Roger Dale Polston
Print Name of Agent

Signature of Agent

PO Box 588
Address: Number and Street (P.O. Box)

Sebring, Florida 33875
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15 day of January, 2024 by Roger Dale Polston who ~~is personally known by~~ me ☐ or who has produced _____, as identification and who did take an oath:

M. Benton
Signature

MELINDA BENTON
MY COMMISSION # HH 368040
EXPIRES: March 1, 2027

Melinda Benton
Print Name

Notary Public, State of Florida
My Commission Expires: March 1, 2027

DAN LITTLEFIELD
LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA.

LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR ROAD RIGHT OF WAY.

PROPERTY OWNERS LIST FOR DANIEL LITTLEFIELD

(500' RADIUS)

C-35-34-28-080-0010-0010
C-35-34-28-A00-0180-0000
Mobet, Inc.
2103 Fiesta Way
Sebring, Florida 33872

C-35-34-28-A00-0170-0000
Thomas Spaulding and Laurel Joy Wakefield
1711 Flare Road
Sebring, Florida 33872

C-35-34-28-A00-0190-0000
C-35-34-28-A00-0250-0000
C-35-34-28-A00-0250-0010
Ann Hardy
2009 Lakewood Drive
Sebring, Florida 33872

C-35-34-28-A00-0200-0000
Daniel Littlefield, TR
1940 Brunns Road
Sebring, Florida 33872

C-35-34-28-A00-0201-0000
Daniel Littlefield
1940 Brunns Road
Sebring, Florida 33872

C-35-34-28-A00-0220-0000
Duke Energy Florida, Inc.
PO Box 37996
Charlotte, North Carolina 28237

C-35-34-28-A00-0241-0000
Joy Jones and Tiny Dotcy Hooppell
1835 Brunns Road
Sebring, Florida 33872

C-35-34-28-A00-0260-0000
Warren and Sandra Johnson, Jr
4310 Lakeview Drive
Sebring, Florida 33870

C-35-34-28-A00-0270-0000
Gregory Dixon and Day Cleveland
1812 Brunns Road
Sebring, Florida 33872

RESOLUTION NO. 23-24-95

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-35-34-28-A00-0350-0000; 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-35-34-28-A00-0350-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering agricultural 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. <u>Legislative Findings and Intent.</u> 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-35-34-28-A00-0350-0000 and more particularly described as:

> The South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 in Section 35, Township 34 South, Range 28 East, Highlands County, Florida. Less and except the west 33 feet thereof for road right-of-way

is hereby changed from Mobile Home Parks District with a Conditional Use, M-2 CU, to Agricultural District, AU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Agricultural District, AU.

C. At the time of development on the Property, the Property Owner, or a representative thereof may be required to submit a traffic study and/or such other requirements imposed during the development review process.

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 2155, 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 Highlands County Ordinance 23-24-___, adopting a small-scale comprehensive plan amendment, CPA-24-636SS, changing the land use designation on the Property from Low Density Residential, RL, to Agricultural, AG.

DONE AND ADOPTED, this 16th day of April 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Rachel Barry, Zoning Supervisor**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2156, changing the Official Zoning Atlas for an approximate 1.45-acre parcel, from Agricultural District with a Conditional Use (AU CU) to Residential District (R-1).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for four (4) parcels totaling an approximate 4.41 acres, from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD). The subject properties are located within the Lake Placid Regional Plan (LPRP) Overlay District, which requires any zoning change to be implemented through a Planned Development. The applicants are proposing to utilize each parcel for a single-family dwelling with the allowance of a guest house and have also proposed specific requirements and limitations for other accessory structures. The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2156 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z 2156, changing the Official Zoning Atlas for an approximate 4.41 acres from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the staff report and the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments: P&Z 2156 Resolution.pdf
Staff Report P&Z 2156 for BCC Gilde.pdf
P&Z 2156 Application.pdf

RESOLUTION NO. 23-24-96

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-07-37-30-A00-0080-0000, C-07-37-30-A00-0082-0000, C-07-37-30-A00-0083-0000, AND C-07-37-30-A00-0084-0000; 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 those properties identified by the Highlands County Property Appraiser through Parcel ID#s C-07-37-30-A00-0080-0000, C-07-37-30-A00-0082-0000, C-07-37-30-A00-0083-0000, and C-07-37-30-A00-0084-0000 ("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 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 not required for the proposed 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 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 those Properties identified by Highlands County Property Appraiser through Parcel ID#s C-07-37-30-A00-0080-0000, C-07-37-30-A00-0082-0000, C-07-37-30-A00-0083-0000, and C-07-37-30-A00-0084-0000 and as more particularly described as:

Begin at the Northwest comer of the Southwest 1/4 of Section 7, Township 37 South, Range 30 East; thence South along Range line 663.86 feet for a Point of Beginning; thence continue same line 93.14 feet; thence East 286.0 feet; thence North 84°58'40" East, 378.08 feet to Shore of Lake Mirror; thence North 30°32'12" West along said Shore 93.88 feet; thence South 88°04'30" West, 612.28 feet to Point of Beginning, less Road R/W along West side, all lying and being in Highlands County, Florida;
AND,
Begin at the Northwest corner of the Southwest 1/4 of Section 7, Township 37 South, Range 30 East; thence South along Range line 570.71 ft. to P.O.B.; thence continue same line 93.15 feet; thence North 88°04'30" East, 612.28 ft. to Shore of Lake Mirror; Thence North 36°13'10" West along said Shore 99.73 ft.; Thence South 89°11'05" West, 553.06 ft. to P.O.B., Less Road R/W along West side, being also described as Parcel #2 survey made by Kermit E. Road, Registered Land Surveyor, Arcadia, Florida, Florida Cert. No. 1956 Dated October 4, 1971, being the same property described in deed recorded in O.R. Book 466, Page 737, Public Records of Highlands County, Florida;
AND,
Begin at the Northwest corner of the Southwest 1/4 of Section 7, Township 37 South, Range 30 East; thence South along Range Line 477.57 feet to the POINT OF BEGINNING; thence continue same line 93.14 feet; thence North 89°11‘05 “ East, 553.06 feet to shore of Lake Mirror; thence North 34°30‘32“ West along said shore 102.83 feet; thence North 89°56‘20“ West 494.75 feet to POINT OF BEGINNING, Less Road R/W along West Side. Also, being described as Parcel #3 per survey by Kermit E. Road, Registered Land Surveyor, Arcadia, Florida, Florida Certificate No. 1956 dated, October 4, 1971;
AND

Begin at the Northwest corner of the Southwest 1/4 of Section 7, Township 37 South, Range 30 East; thence South along Range line 384.43 feet to P.O.B.; thence continue along same line 93.14 feet; thence South 89°56'20" East, 494.75 feet to the shore of Lake Mirror; thence North 24°07'17" West along said shore 93.47 feet; thence North 88°57' West, 456.63 feet to P.O.B., Less Road R/W along West side, being also described as Parcel #4 per survey made by Kermit E. Road, Registered Land Surveyor, Arcadia, Florida. Cert. No. 1956, dated October 4, 1971.

is hereby changed from Agricultural District, AU, to Residential District with a Planned Development, R-1 PD.

B. The official zoning atlas of the County is hereby amended to reflect the zoning for the Property is R-1 PD.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

SECTION 3. <u>General Conditions, Restrictions and Limitations.</u>

A. This R-1 PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.211 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-1 District and any use or allowance not specified herein will be as defined in the R-1 District as set forth in Section 12.05.211 of the Code.

2. The development shall comply with all requirements of the Lake Placid Regional Plan (LPRP) Overlay District as set forth in Section 12.05.501 of the Code unless otherwise expressly modified by this Resolution.

3. Lot size shall be a minimum of 38,000 square feet.

4. Minimum road frontage shall be 90 feet.

5. Dome style homes shall be prohibited.

6. Each lot shall be permitted one (1) principal dwelling and one (1) detached guest house as an accessory to the principal dwelling, provided that that the guest house shall not be used for any rental purposes, short term or long term. The guest house shall meet minimum living area requirements of the R-1 District.

7. Each lot shall be permitted no more than four (4) detached accessory structures, as follows: one (1) detached guest house, one (1) detached garage,

one (1) wooden gazebo or open pavilion, and one (1) additional accessory structure such as a shed.

8. Lakefront property has the option of declaring the lake side as the front yard. No detached accessory structures shall be located in any front yard area, with the exception of a wooden gazebo or open pavilion if the lake side is declared to be the front yard area.

9. If the lake side is declared to be the front yard area, accessory structures shall be setback a minimum of fifty (50) feet from the rear yard right-of-way, shall be a minimum of five hundred (500) square feet in size and be constructed of similar material and a like architectural style to the primary structure. The 500 square foot minimum shall not be construed as a reduction of the required living area for a detached guesthouse.

10. Minimum setback from property lines adjacent to the lake: 75 feet, except for an open pavilion or gazebo made of wood.

11. The development shall connect to central wastewater and potable water services within one (1) year of the respective service becoming available.

B. The Conceptual PD Site Development plan for this R-1 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **Exhibit "A"**. The Property shall be subject to the County Code 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 2156, 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 16 day of April 2024.

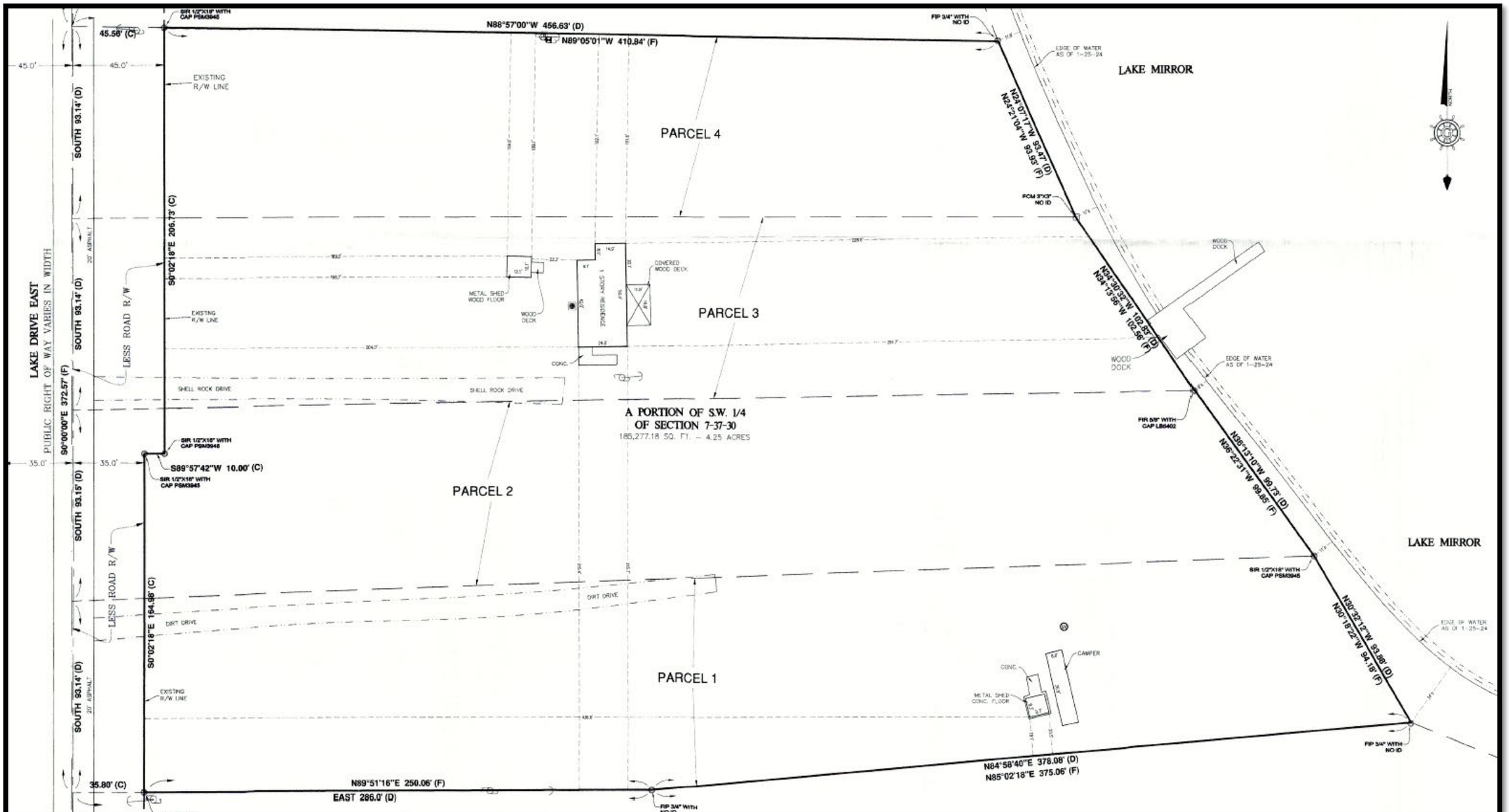
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Exhibit "A": Conceptual PD Site Development Plan



HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 3/12/2024
Case Number: P&Z 2156	**Case Name:** Gilde, Soud, & Coker Rezone
Agent: Randolph "Randy" Gilde	**Property Owners:** Randy and Marian Gilde, Steven Soud and Andrea Soud Skiera, & Bryan and Linda Coker
Public Hearing: BCC	**Case Staff Member:** Rachel Barry

Request: Rezone four (4) parcels totaling an approximate 4.41 acres, from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD)

General Location: Four (4) parcels totaling an approximate 4.41 acres located on the west side of Lake Mirror and the east side of Lake Drive E, approximately 0.16 miles north of Lake Mirror Drive, and 0.60 miles south of Lake Sirena; the addresses being 1017, 1019, 1023, and 1025 Lake Drive E, Lake Placid, Florida

PARCEL IDs: C-07-37-30-A00-0080-0000
C-07-37-30-A00-0082-0000
C-07-37-30-A00-0083-0000
C-07-37-30-A00-0084-0000

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 by Resolution, P&Z 2156, changing the Official Zoning Atlas for an approximate 4.41 acres from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD), 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 2156, changing the Official Zoning Atlas for an approximate 4.41 acres from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the March 12, 2024, DRAFT P&Z Minutes, and Recommendation to the BCC: "HEARING NUMBER P&Z 2156 – RANDY & MARIAN GILDE,**

BRIAN & LINDA COKER, AND STEVEN & ANDREA SOUD, C/O RANDY GILDE
Four (4) parcels totaling an approximate 4.41 acres located on the west side of Lake Mirror and the east side of Lake Drive E, approximately 0.16 miles north of Lake Mirror Drive, and 0.60 miles south of Lake Sirena; the addresses being 1017, 1019, 1023, and 1025 Lake Drive E, Lake Placid; and abbreviated legal description as follows: Four (4) parcels totaling an approximate 4.41 acres located in Section 7, Township 37 South, Range 30 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Residential Planned Development District (R-1 PD). Mrs. Hunnicutt read the request and Ms. Barry presented the request. Mr. Youngman requested clarification regarding the existing structures on properties. Staff confirmed the property containing the existing legal nonconforming mobile home would only allow an additional residence if the mobile home were to be removed.

Motion made by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2156, changing the Official Zoning Atlas for an approximate 4.41 acres from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the Conditions of Approval as listed in the Staff Report and the adopting Resolution.

Upon roll call, all members voted yes. **Motion carried 7-0.**"

Conditions of approval are included in the adopting Resolution and are as follows:

1. The underlying or base zoning regulations for this PD District shall be the R-1 District and any use or allowance not specified herein will be as defined in the R-1 District as provided in Section 12.05.211 of the Code.

2. The development shall comply with all requirements of the Lake Placid Regional Plan (LPRP) Overlay District as found in Section 12.05.501 of the Code unless otherwise expressly modified by this Resolution.

3. Lot size shall be a minimum of 38,000 square feet.

4. Minimum road frontage shall be 90 feet.

5. Dome style homes shall be prohibited.

6. Each lot shall be permitted one (1) principal dwelling and one (1) detached guest house as an accessory to the principal dwelling, provided that the owner shall sign an agreement that the guest house will not be used for rental purposes. The guest house shall meet minimum living area requirements of the R-1 District.

7. Each lot shall be permitted no more than four (4) detached accessory structures, as follows: one (1) detached guest house, one (1) detached garage, one (1)

wooden gazebo or open pavilion, and one (1) additional accessory structure such as a shed.

8. No detached accessory building shall be located in any required front yard area. Lakefront property has the option of declaring the lake side the front yard. However, if the lake side is declared the front, accessory structures shall be setback a minimum of fifty (50) feet from the right-of-way, be a minimum of five hundred (500) square feet in size and be constructed of similar material and a like architectural style to the primary structure. The 500 square foot minimum shall not be construed as a reduction of the required living area for a detached guesthouse.

9. Minimum setback from property lines adjacent to the lake: 75 feet, except for an open pavilion or gazebo made of wood.

10. The development shall connect to central wastewater and potable water services within one (1) year of the respective service becoming available.

11. The Conceptual PD Site Development plan for this R-1 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"**. The property shall be subject to the County Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of four (4) parcels totaling an approximate 4.41 acres, from AU to R-1 PD.

The parcels appear to have been created in October of 1971, during which time the AU District required minimum lot size of no less than 100 feet of road frontage and one (1) acre in area (1 acre = 43,560 square feet). The subject properties do not meet these requirements and are currently ineligible to apply for a permit to construct a home. The properties are located within the Lake Placid Regional Plan (LPRP) Overlay District, which requires any zoning change to be done as a Planned Development. The parcels have an existing Low Density Residential, RL, future land use designation.

Two (2) parcels are vacant of structures, one (1) parcel contains a single-family residence, and one (1) parcel contains nonconforming structures; all four (4) parcels are vacant of most native vegetation with a few trees remaining. The Applicants are proposing to utilize the properties for future development of single-family dwellings.

2. Notices to Surrounding Property Owners.

On February 12, 2024, notices were mailed to 14 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 Properties	Vacant, Single-Family Residence (SFR) & Nonconforming Structures	RL	AU
Adjacent Property to the North	SFR	RL	Residential District (R-1)
Adjacent Property to the South	Grove/SFR	RL	Residential District (R-1A)
Adjacent Property to the East	Lake Mirror	N/A, Lake Mirror	N/A, Lake Mirror
Adjacent Property to the West	Grove	Medium Density Residential (RM)	R-1A

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.12, Low Density Residential (RL).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.211: Residential District (R-1), Section 12.05.290: Planned Development (PD), and 12.05.501: Lake Placid Regional Plan (LPRP) Overlay District.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved.

Natural Resources: No comment other than no septic tanks should be allowed if there is to be construction...

Florida Department of Health: No objection.

Town of Lake Placid: (*Original comments*) Please provide the annexation consent agreement as required by Section 12.05.501 of the [LDRs … and] add a requirement […] for connection within 1 year of wastewater becoming available

[…]. The Town of Lake Placid adopted certain requirements for accessory structures on lakefront properties that we recommend for the proposed Planned Development for continued harmony with the surrounding area […]. (*After original comments were addressed*) […] no further comments […].

2. **The following Departments, Divisions, and Agencies offered no comment:** Highlands County Fire Rescue.

3. **The following Departments, Divisions, and Agencies did not respond:** Florida Department of Transportation, Florida Department of Environmental Protection, Highlands County Emergency Management, and Highlands County Emergency Medical Services.

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 mostly level with an elevation between 95 and 105 feet.
   2. **Soils:** The soils underlying the site are *Daytona Sand, 0 to 5% slopes*, and *Paola Sand, 0 to 8% slopes. Daytona Sand, 0 to 5% slopes:* This soil is commonly found on elevated ridges on the flatwoods, is moderately well drained, and nearly level to gently sloping. The depth to the water table is 40-60 inches during the rainy seasons. *Paola Sand, 0 to 8% slopes:* This soil is commonly found on high sandy ridges in the ridge part of the county, is excessively drained, and nearly level to moderately sloping. The depth to the water table is more than 80 inches.
   3. **Surface Waters:** The subject parcels are lakefront properties, located on the west side of Lake Mirror.
   4. **Vegetative Cover:** The sites have been cleared of native vegetation.

   B. Zoning Analysis:
   1. **Current Use of Land:** Two (2) parcels are vacant of structures, one (1) parcel contains a single-family residence, and one (1) parcel contains nonconforming structures.
   2. **Vested Rights:** None.
   3. **Current Zoning Designation:** The sites have a zoning designation of AU.
   4. **Proposed Zoning Designation:** The proposed zoning designation is R-1 PD.
   5. **Current Population Yield:** The current size of the subject properties does not conform with the existing zoning requirements. The parcels currently carry a potential population yield of 0 persons, with the exception of the existing single-family residence constructed in 1982 at 1019 Lake Drive E.
   6. **Proposed Zoning Population Yield:** The proposed zoning allows a maximum of one (1) principal dwelling per property, and carries a

potential population yield of 9 persons. One (1) dwelling per property x four (4) properties = 4 dwellings x 2.25 persons = 9 persons.

7. **The Applicants' proposed development program:** The Applicants are proposing to use the sites for single family residences.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Uplands. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicants are not required to obtain Environmental Clearance at the time of development if applying for an individual building permit since each lot is less than two (2) acres. However, if the applicants apply for building permits simultaneously, they will collectively be required to obtain environmental clearance due to the total area exceeding two (2) acres in size.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the properties.
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 sites.
4. **Floodplains (FEMA designation):** The properties have a flood zone designation of AE, for areas located inside the Special Flood Hazard Areas, and 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 **12055C0388C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The properties are not located within an MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The properties are 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 properties are 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 properties will be served by individual on-site water systems (wells) that will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The properties will be served by individual on-site wastewater systems (septic systems) that will be designed to connect to a central wastewater system when it becomes available.
3. **Solid Waste:** The properties will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The sites have direct access onto Lake Drive E.

5. **Railroad Access:** The properties are not located next to any railroads.
6. **Recreation:** A proposed multi-use path is planned along Lake Drive E.
7. **Drainage:** The Applicants 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:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. **Schools:** The permitted uses within the existing Future Land Use designation are residential in nature. This zoning change will not generate any additional student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject properties are located approximately 24.1 miles southeast of the Avon Park Executive Airport and 12.5 miles south 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 2156, changing the Official Zoning Atlas for approximately 4.41 acres from Agricultural District (AU) to Residential District with a Planned Development (R-1 PD), referencing the mandatory findings of fact

and becoming effective as provided by law, with the recommended conditions of approval as listed in the Staff Report and adopting Resolution.

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 6: “Exhibit A”, PD Conceptual Site Plan

Exhibit 1:

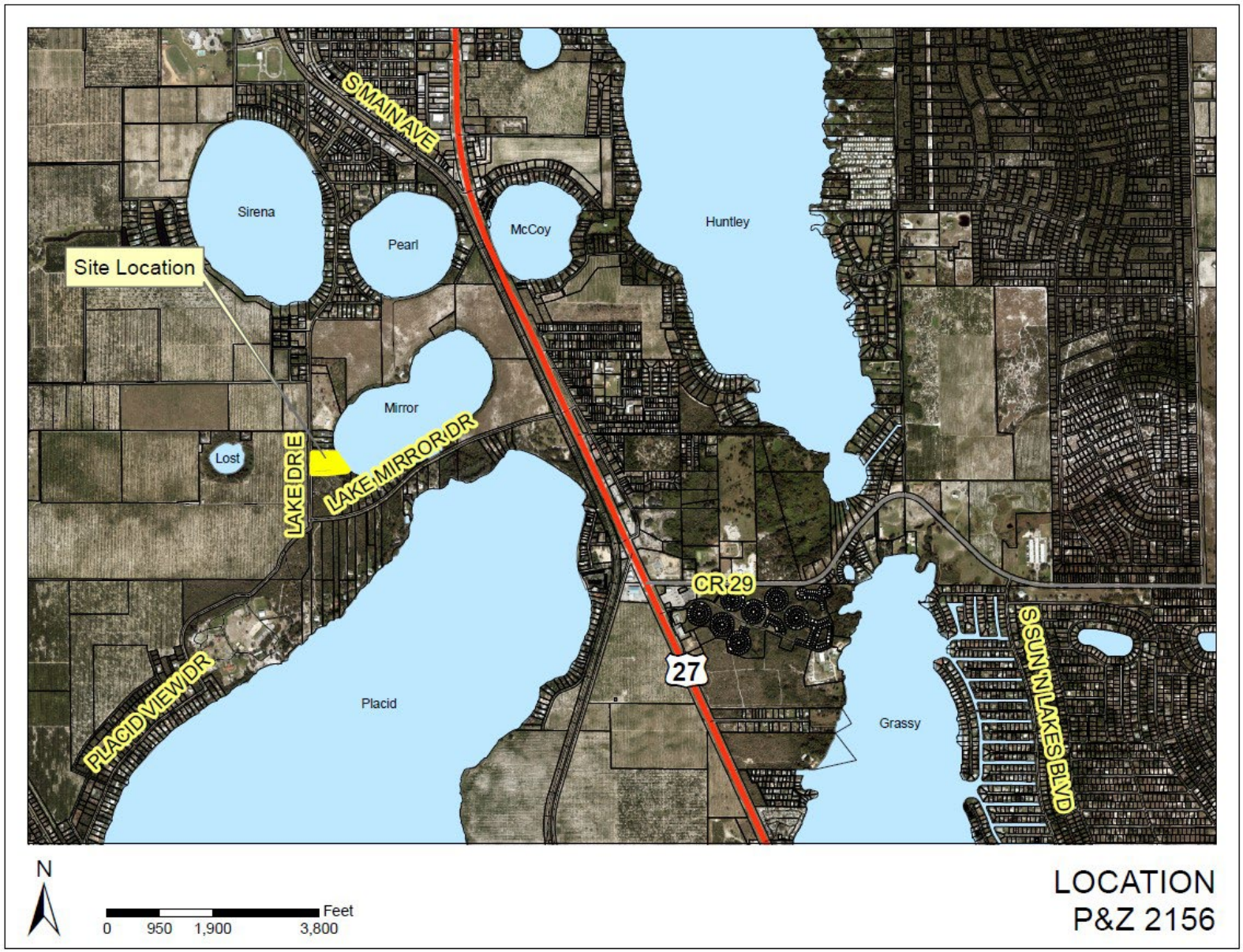

S MAIN AVE
Sirena
Pearl
McCoy
Huntley
Site Location
Mirror
Lost
LAKE DR E
LAKE MIRROR DR
CR 29
27
S SUN N LAKES BLVD
PLACID VIEW DR
Placid
Grassy
N
Feet
0
950
1,900
3,800
LOCATION
P&Z 2156

Exhibit 2:

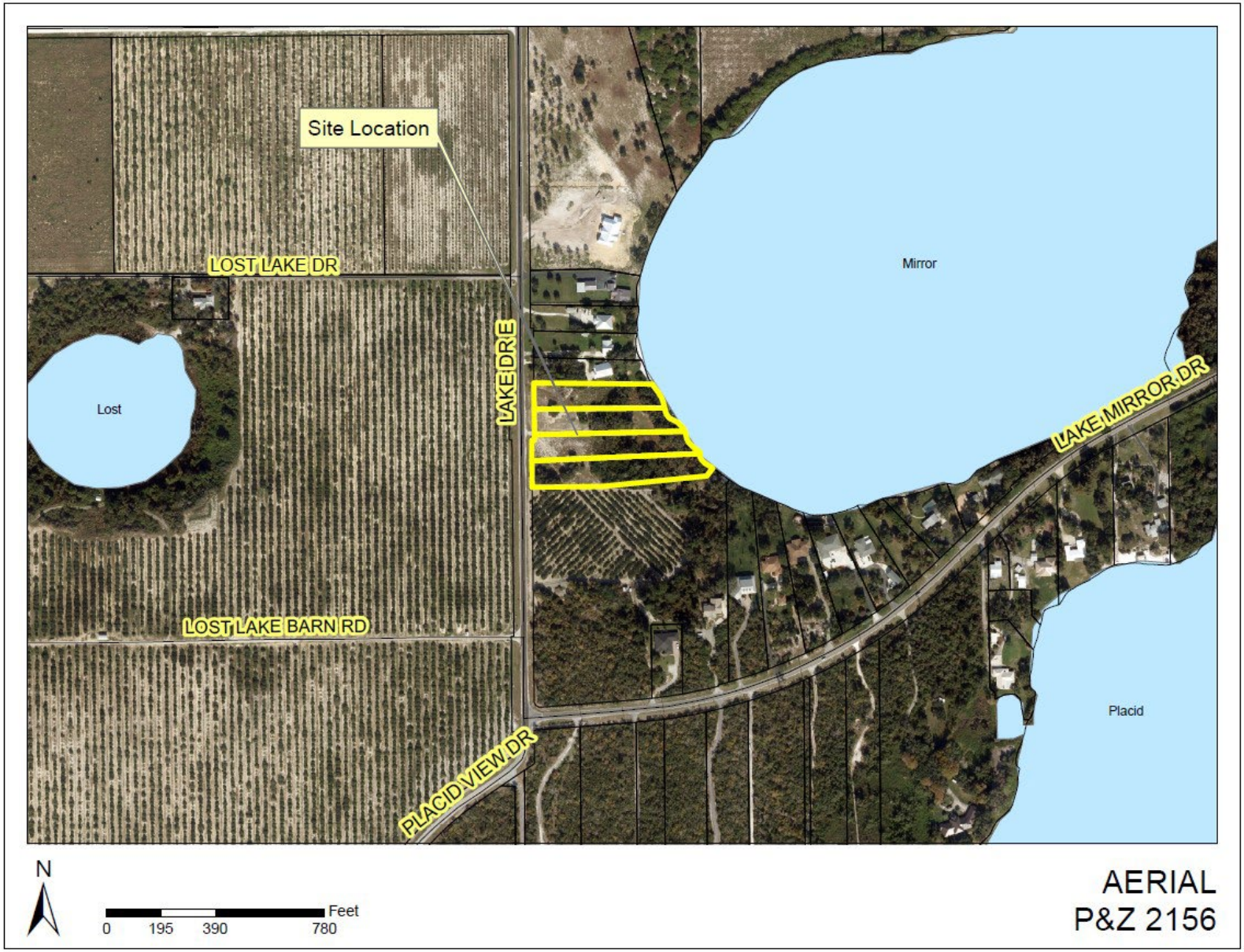

Site Location
LOST LAKE DR
LAKE DR E
Lost
Mirror
LAKE MIRROR DR
LOST LAKE BARN RD
Placid
PLACID VIEW DR
N
0
195
390
780
Feet
AERIAL
P&Z 2156

Exhibit 3:

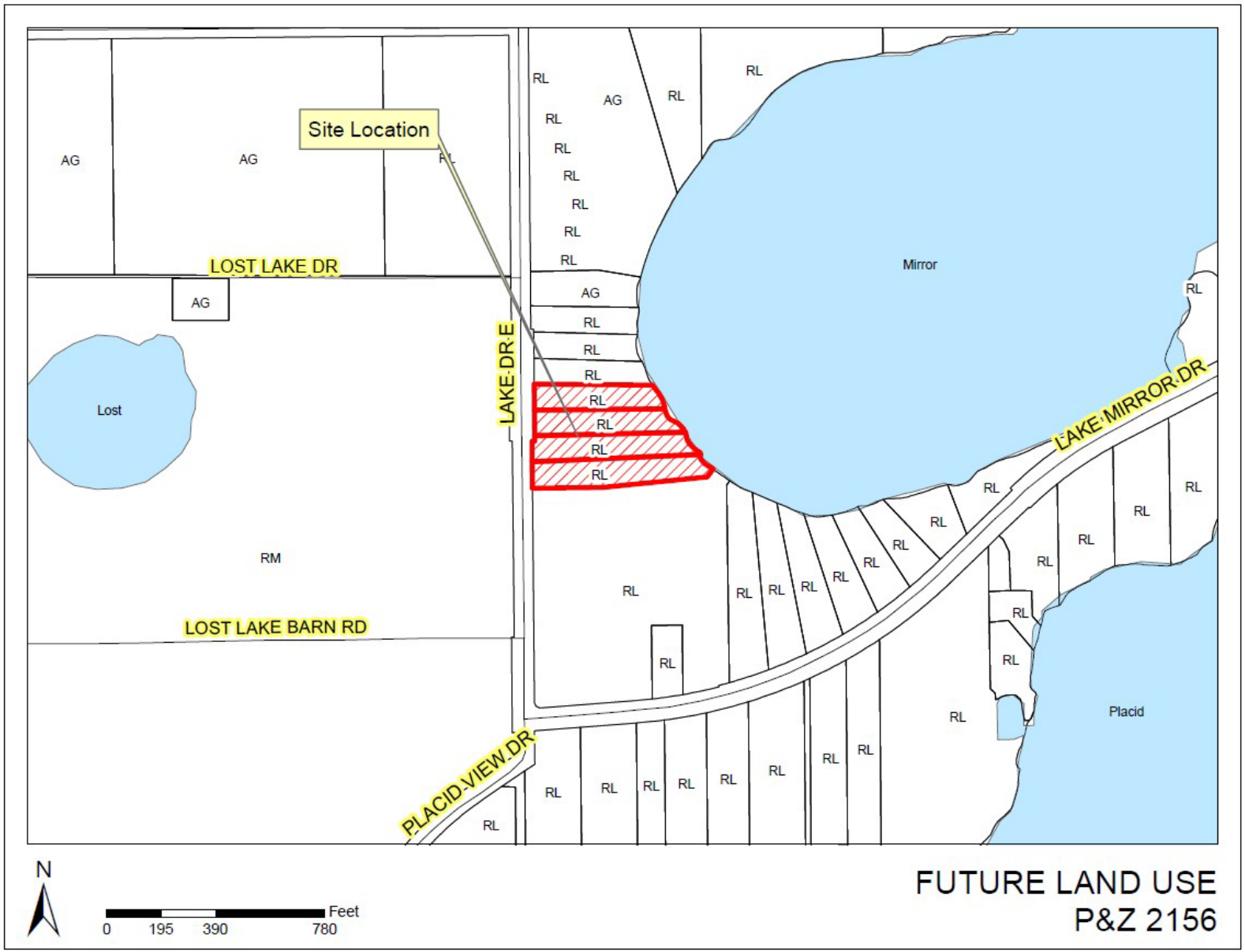

Site Location
LOST LAKE DR
LOST LAKE BARN RD
LAKE DR E
LAKE MIRROR DR
PLACID VIEW DR
Mirror
Lost
Placid
AG
RM
RL
N
0
195
390
780
Feet
FUTURE LAND USE
P&Z 2156

Exhibit 4:

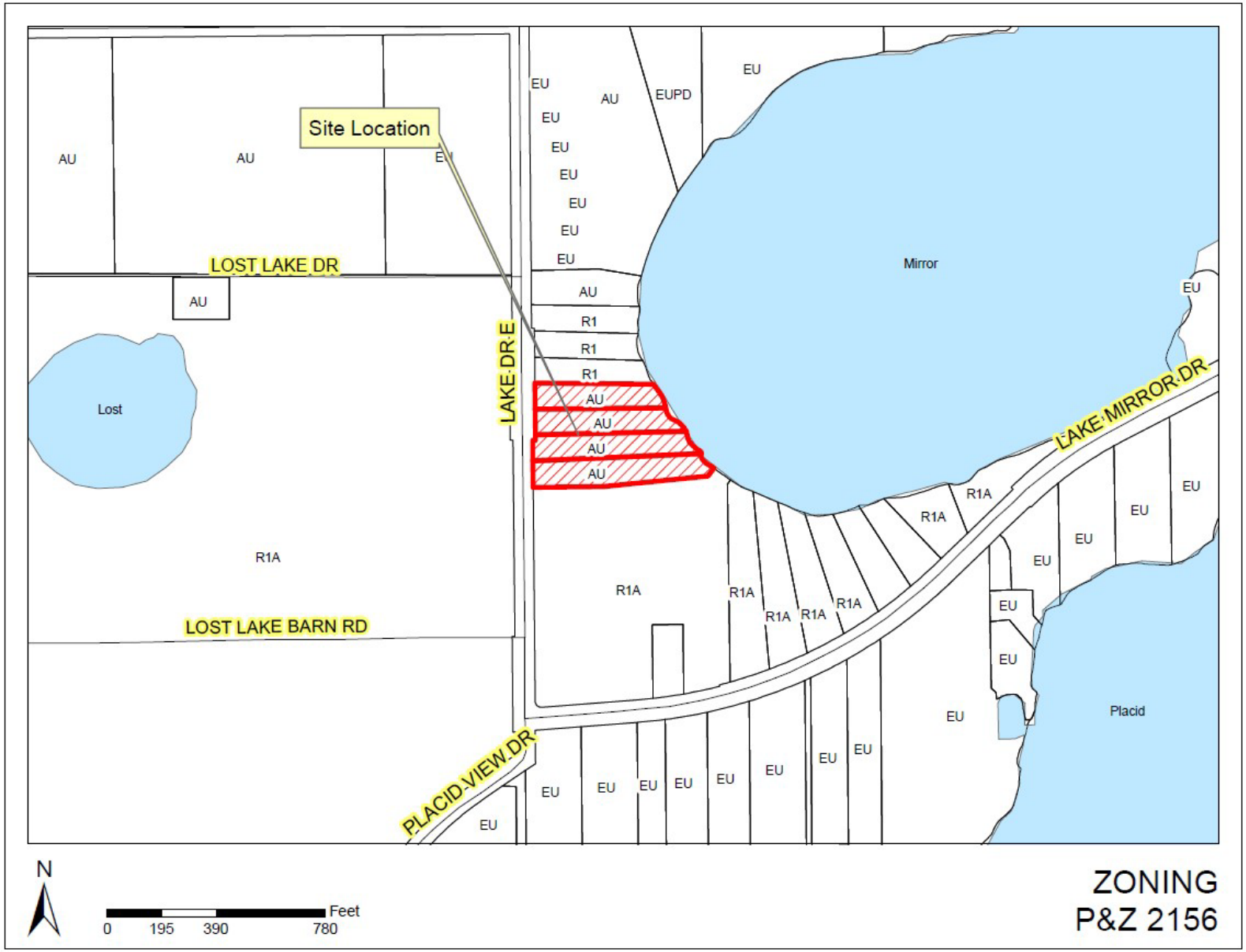

Site Location
LOST LAKE DR
LOST LAKE BARN RD
LAKE DR E
LAKE MIRROR DR
PLACID VIEW DR
Mirror
Lost
Placid
AU
EU
EUPD
R1
R1A
N
0
195
390
780
Feet
ZONING
P&Z 2156

Exhibit 5:

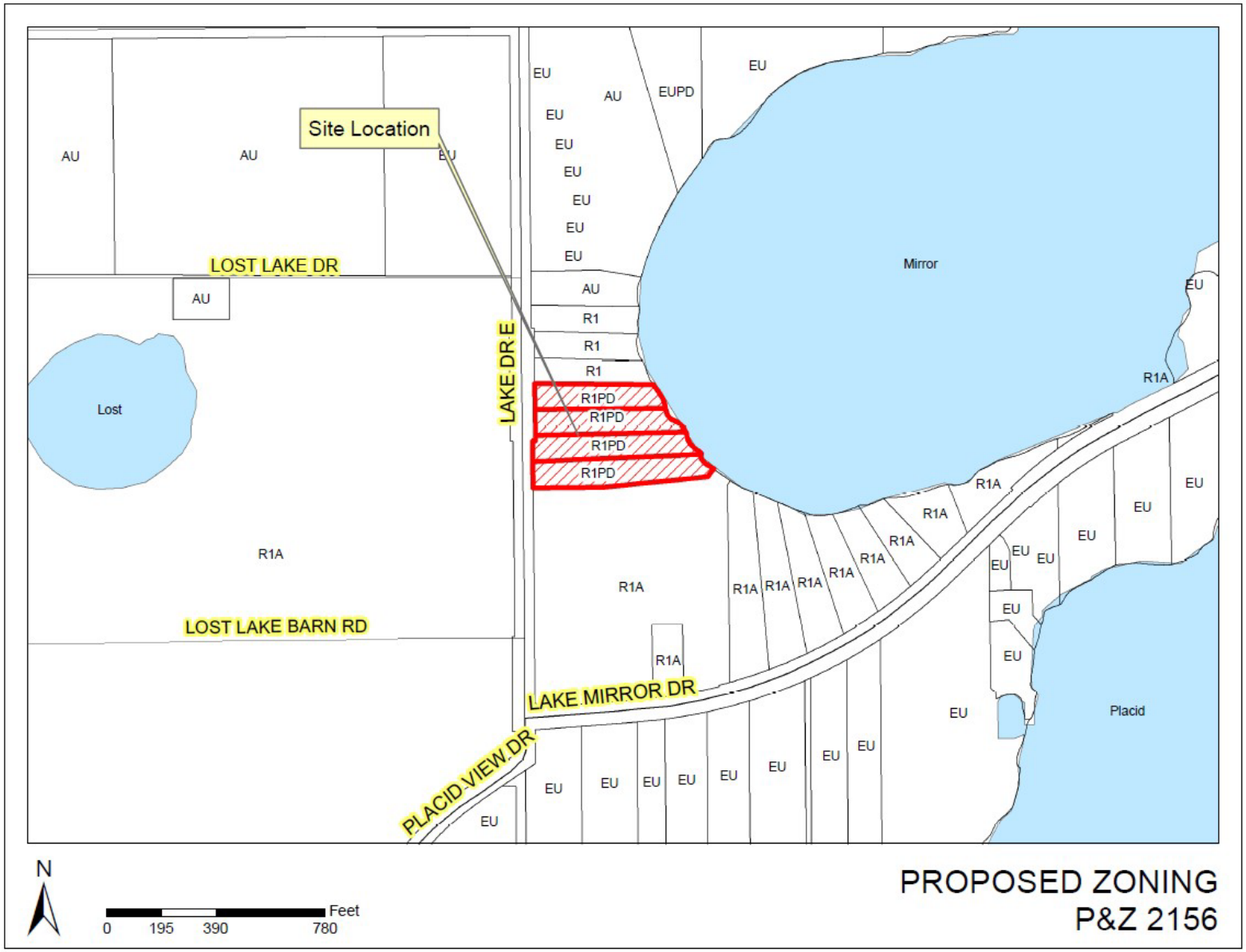
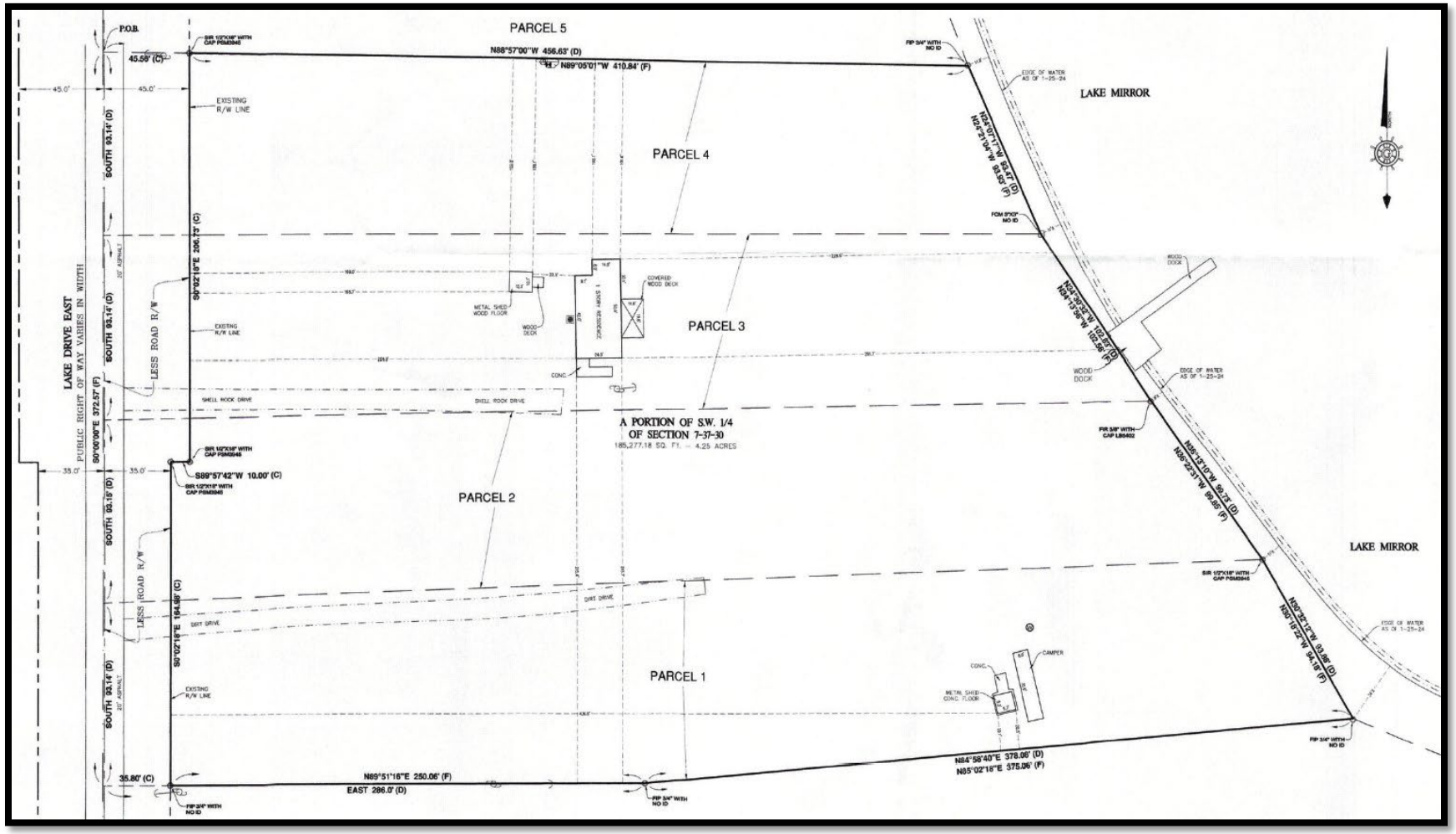

Site Location
LOST LAKE DR
LOST LAKE BARN RD
LAKE DR E
LAKE MIRROR DR
PLACID VIEW DR
Mirror
Lost
Placid
AU
EU
EUPD
R1
R1PD
R1A
N
0
195
390
780
Feet
PROPOSED ZONING
P&Z 2156

Exhibit 6:


PARCEL 5
N88°57'00"W 456.63' (D)
N89°05'01"W 410.84' (F)
P.O.B.
45.58' (C)
45.0'
45.0'
EXISTING R/W LINE
SOUTH 93.14' (D)
LAKE DRIVE EAST
PUBLIC RIGHT OF WAY VARIES IN WIDTH
SOUTH 93.14' (D)
S0°02'18"E 206.73' (C)
EXISTING R/W LINE
LESS ROAD R/W
SOUTH 93.14' (D)
S0°00'08"E 372.57' (F)
PARCEL 4
PARCEL 3
METAL SHED WOOD FLOOR
WOOD DECK
COVERED WOOD DECK
CONC.
SHELL ROCK DRIVE
SHELL ROCK DRIVE
A PORTION OF S.W. 1/4 OF SECTION 7-37-30
185,277.18 SQ. FT. ± 4.25 ACRES
35.0'
35.0'
S89°57'42"W 10.00' (C)
PARCEL 2
SOUTH 93.15' (D)
LESS ROAD R/W
S0°02'18"E 164.68' (C)
DIRT DRIVE
DIRT DRIVE
EXISTING R/W LINE
SOUTH 93.14' (D)
PARCEL 1
35.80' (C)
N89°51'16"E 250.06' (F)
EAST 286.0' (D)
FIP 3/4" WITH NO ID
FIP 3/4" WITH NO ID
LAKE MIRROR
EDGE OF WATER AS OF 1-25-24
N24°10'17"W 93.47' (D)
N24°21'04"W 93.52' (F)
FCM 3"X3" NO ID
WOOD DOCK
N24°36'32"W 102.55' (D)
N24°13'56"W 102.58' (F)
WOOD DOCK
EDGE OF WATER AS OF 1-25-24
FIR 5/8" WITH CAP LB5402
N35°15'10"W 99.27' (D)
N35°22'31"W 99.65' (F)
LAKE MIRROR
N35°39'12"W 93.86' (D)
N35°16'22"W 94.16' (F)
EDGE OF WATER AS OF 1-25-24
CAMPER
CONC.
METAL SHED CONC. FLOOR
N84°58'40"E 378.06' (D)
N85°02'18"E 375.06' (F)
FIP 3/4" WITH NO ID

Highlands County, Florida
Zoning Change Application

Zoning change from: AU
Zoning change to: R-1 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: 2156 / Project # 24020001 **Date of Application:** _____
Amount of Fee: $ 1,950.00 **Receipt No.:** 40000000277 **Tax Map No.:** 139-C
Hearing Dates: LP: _____ **P&Z:** 3/12/2024 **BCC:** 4/16/2024

****

This application has been reviewed for completeness and determined sufficient:

_____ 2/01/2024
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: Randolph Gilde, Marian Gilde, Andrea Soud Skiera, Steven K Soud, Bryan James Coker, Linda Maria Coker
   Mailing Address: 433 Lake Mirror Drive, Lake Placid, FL 33852
   Telephone No.: 561-436-2040 **E-Mail Address:** randygilde@gmail.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: Randolph Gilde
   Mailing Address: 433 Lake Mirror Drive, Lake Placid, FL 33852
   Telephone No.: 561-436-2040 **E-Mail Address:** randygilde@gmail.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. see attached deeds RG

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-07-37-30-A00-0084-0000 **STRAP #:**C-07-37-30-A00-0083-0000
   STRAP #:C-07-37-30-A00-0082-0000 **STRAP #:**C-07-37-30-A00-0080-0000

5. **Street Address(es) of Property Covered by the Application:** 1017-1019-1023-1025 Lake Dr E. Lake Placid, FL 33852

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** AG
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) varies RG feet, (depth) " feet, street frontage " feet, water frontage " feet, **Total acres** see survey, ≈ 4.41 ac.
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? 1019 Lake Dr East has a house that is CBS that was grandfathered in. The other three do not have any structures.

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).: _____

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. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ■No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Single Family	RL	R1
South	Groves/Single Family	RL	R1A
East	Lake		
West	Groves/Orchards	RL	R1A

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Lots are zoned AU and have less than 100' width. R1 is an 80' requirement. All lots are 90' +. Do not allow dome or round houses. Allow unattached guest house as an accessory to a principal dwelling, provided that the owner shall sign an agreement that such guesthouse will not be used for rental purposes.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** N/A

16. **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 _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **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 _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ 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. RG **Applicant's Initial**

18. **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 pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ 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. RG **Applicant's Initial**

19. **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 RG **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.

20. **Solid Waste Disposal:** The proposed development will be served by the County's 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.

21. **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 LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **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:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **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.

26. **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).

27. **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.

28. **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.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ■**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

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, Randolph Gilde, 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. RG

An appointment is required before entering the property. ____

Randolph Gilde
Print Name of Owner

Signature of Owner

433 Lake Mirror Dr.
Address: Number and Street (P.O. Box)

Lake Placid, FL 33852
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ ~~physical~~ presence or ☐ online notarization, this 23 day of January, 2024, by Randolph Gilde and Marian Gilde who is personally known by me ☒ ~~or~~ who has produced _____, as identification and who did take an oath:

Signature

Tia L. Jacobs
Print Name

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Notary Public, State of Florida
My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Marian Gilde, 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. MG

An appointment is required before entering the property. _____

Marian Gilde
Print Name of Owner

Marian Gilde
Signature of Owner

433 Lake mirror Dr.
Address: Number and Street (P.O. Box)

Lake Placid FL 33852
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of January, 2024, by Marian Gilde who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Signature

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Tia L. Jacobs
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 Randolph Gilde to be the applicant for this REZONING.

Marian Gilde
Print Name of Owner

Marian Gilde
Signature of Owner

433 Lake mirror Dr.
Address: Number and Street (P.O. Box)

Lake Placid, FL 33852
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of January, 2024, by Marian Gilde who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:

Signature

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Print Name

Notary Public, State of Florida
My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Steven Kline Soud, 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.

Steven Kline Soud
Print Name of Owner

Steven Kline Soud
Signature of Owner

5735 Higginbotham Rd
Address: Number and Street (P.O. Box)

Fort Myers, Florida 33905
City and State (Zip Code)

NW Lee **STATE OF FLORIDA**
~~HIGHLANDS~~ **COUNTY**

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2024, by Steven Soud who is personally known by me ☐ or who has produced Florida ID, as identification and who did take an oath:

Nicole W
Signature

NICOLE WERNIKOVE
Notary Public · State of Florida
Commission # HH 148183
My Comm. Expires Jul 1, 2025
Bonded through National Notary Assn.

Nicole Wernikove
Print Name

Notary Public, State of Florida
My Commission Expires: 07/01/25

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 Randy Gilde to be the applicant for this REZONING.

Steven Kline Soud
Print Name of Owner

Signature of Owner

5735 Higginbotham Rd
Address: Number and Street (P.O. Box)

Fort Myers, Florida 33905
City and State (Zip Code)

STATE OF FLORIDA
~~HIGHLANDS~~ Lee COUNTY

The Foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 30 day of January, 2024, by Steven Soud who is personally known by me ☐ or who has produced Florida ID, as identification and who did take an oath:

NICOLE WERNIKOVE
Notary Public - State of Florida
Commission # HH 148183
My Comm. Expires Jul 1, 2025
Bonded through National Notary Assn.

Signature

Nicole Wernikove
Print Name

Notary Public, State of Florida
My Commission Expires: 07/01/25

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Andrea Soud Skiera, 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. ASS

An appointment is required before entering the property. _____

Andrea Soud Skiera
Print Name of Owner

Signature of Owner

110 County Road 65
Address: Number and Street (P.O. Box)

Rico. Ilc TN 37370
City and State (Zip Code)

STATE OF ~~FLORIDA~~ Tennessee (cm)
~~HIGHLANDS~~ COUNTY Monroe

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of January, 2024 by Andrea Soud Skiera who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

CHRISTY A. McCOSH STATE OF TENNESSEE NOTARY PUBLIC MONROE COUNTY

Christy A McCosh
Signature

Christy A. McCosh
Print Name

Notary Public, State of ~~Florida~~ Tennessee (cm)
My Commission Expires: 9/28/2024

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 Randy Gilde to be the applicant for this REZONING.

Andrea Soud Skiera
Print Name of Owner

Signature of Owner

110 County Road 65
Address: Number and Street (P.O. Box)

Ricev. lle TN 37310
City and State (Zip Code)

STATE OF ~~FLORIDA~~ Tennessee (cm)
~~HIGHLANDS~~ COUNTY Monroe

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of January, 2024 by ~~Andrea Soud Skiera~~ who is personally known by me ☐ or who has produced ———, as identification and who did take an oath:

Christy A McCosh
Signature

Christy A. McCosh
Print Name

CHRISTY A. McCOSH STATE OF TENNESSEE NOTARY PUBLIC MONROE COUNTY

Notary Public, State of ~~Florida~~ Tennessee (cm)
My Commission Expires: 9/28/2024

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Linda Coker, 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. ✓ LC

An appointment is required before entering the property. _____

Linda Coker
Print Name of Owner

Linda Coker
Signature of Owner

10360 Seminole Ave
Address: Number and Street (P.O. Box)

Myakka City FL 34251
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of January, 2024, by Linda Coker who is personally known by me ☑ or who has produced FL D.L., as identification and who did take an oath:

Tia L Jacobs
Signature

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

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 Randolph Gilde to be the applicant for this REZONING.

Linda Coker
Print Name of Owner

Linda Coker
Signature of Owner

10360 Seminole ave
Address: Number and Street (P.O. Box)

Myakka City FL 34251
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of January, 2024, by Linda Coker who is personally known by me ☒ or who has produced FL D.L., as identification and who did take an oath:

Signature

Print Name

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Notary Public, State of Florida
My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, Bryan Coker, 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. BC

An appointment is required before entering the property. _____

Bryan Coker
Print Name of Owner

Bryan Coker
Signature of Owner

10360 Seminole Av
Address: Number and Street (P.O. Box)

Myakka FL 34251
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of January, 2024, by Bryan Coker who is personally known by me ☒ or who has produced FL D.L., as identification and who did take an oath:

Signature

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

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 Randolph Gilde to be the applicant for this REZONING.

Bryan Coker
Print Name of Owner

Bryan Coker
Signature of Owner

10366 Seminole Av
Address: Number and Street (P.O. Box)

Myakka Fl 34251
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of January, 2021, by Bryan Coker who is personally known by me ☑ or who has produced FLD.L., as identification and who did take an oath:

Signature

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Print Name

Notary Public, State of Florida
My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Randolph Gilde, 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.

Randolph Gilde
Print Name of Agent

Signature of Agent

433 Lake Mirror Dr
Address: Number and Street (P.O. Box)

Lake Placid, FL 33852
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23 day of January, 2024 by Randolph Gilde and Marian Gilde who is personally known by me [X] or who has produced _____, as identification and who did take an oath:

Signature

Tia L. Jacobs
Print Name

Notary Public State of Florida
Tia L Jacobs
My Commission
HH 264680
Exp. 6/21/2026

Notary Public, State of Florida
My Commission Expires: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Lucy Castillo, Housing Coordinator**

SUBJECT/TITLE: **Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc.**

STATEMENT OF ISSUE

Highlands County faces an ever-increasing demand for affordable rental housing to provide shelter for a significant portion of its working resident population and to provide housing option for special needs populations, including elderly, disabled, veteran, and income eligible residents. On August 2, 2022, the Highlands County Board of County Commissioners approved and authorized a State Housing Initiatives Partnership (SHIP) Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc.

We are requesting an amendment to the Land Use Restriction Agreement (LURA), consisting of 50 units, from twelve (12) units set aside as 'Special Needs Housing and Rental Development' to four (4) units: three (3) mobility impairments and one (1) sensory impairment be rented, or held available for rental on a continuous basis to a person or families who are eligible for assistance through the SHIP housing strategy 'Special Needs Housing and Rental Development'.

This requested amendment reflects the requirements of the Florida Housing Finance Corporation: "At least 5% of the Development's total units shall be accessible to individuals with mobility impairments and an additional 2% at a minimum of the Developments total units (but not less than 1) must be accessible to individuals with sensory impairments, in accordance with Section 504 of the Rehabilitation Act of 1973."

RECOMMENDED ACTION

Move to approve and authorize the Chairman to execute Amendment 1 of the Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment1.LURA.Willie Downs.SGS_FINAL.pdf

AMENDMENT 1 TO THE LAND USE RESTRICTION AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

THIS AMENDMENT is entered into 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 HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation, P.O. Box 1168, Sebring, Florida 33872, hereinafter referred to as "AGENCY".

WHEREAS, on August 2, 2022, the COUNTY entered into the Land Use Restriction Agreement State Housing Initiatives Partnership Program with the AGENCY ("Agreement") as recorded in Official Records Book 2923, Page 1259, of the Public Records of Highlands County, Florida, which placed certain land restrictions on that property, owned by the AGENCY, which is located at 2300 Hammock Road, Sebring, Florida 33872 ("Property"); and

WHEREAS, the Agreement contemplates certain restrictions related to the units being constructed on the Property; and

WHEREAS, the AGENCY entered into a similar use restriction agreement with Florida Housing Finance Corporation related to the same Property; and

WHEREAS, it was the intent of the COUNTY and the AGENCY that the terms of the Agreement be consistent with that agreement between the AGENCY and the Florida Housing Finance Corporation; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to revise the unit restrictions set forth in the Agreement to be consistent with the restrictions set forth in the AGENCY agreement with Florida Housing Finance Corporation.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and AGENCY is amended as follows:

1. Paragraph 1, Eligibility of Assisted Units, is hereby amended as follows, with the remaining portions of Paragraph 1 remaining as written:

   During the Affordability Period, as defined below, the Property, consisting of 50 units, of which four (4) units: three (3) mobility impairments and one (1) sensory impairment, shall be rented, or held available for rental on a continuous basis to person or families who are eligible for assistance through the SHIP housing strategy "Special needs Housing and Rental Development."

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____ 2024.

HIGHLANDS COUNTY

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of the Court

HIGHLANDS COUNTY HOUSING AUTHORITY, INC.

_____
Print: _____
Title: _____

WITNESSES:

_____
Print: _____

_____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____ as _____ of Highlands County Housing Authority, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Agency, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Tiffany Gunn, Capital Projects Manager** **Mitch Thomas, Project Manager** **Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request approval of Kimley Horn CSA 3, 20-024, for Architectural, and Structural, Mechanical, Electrical, and Plumbing Services for the Sebring Fuel Site.**

STATEMENT OF ISSUE

The Board approved Sebring Fuel Station, project # 21112, during the FY22/23 budget. This project was created due to insurance requirements on aging tanks of 30 years. The county's insurance company can refuse to renew the policy or drastically increase the deductible simply because the tanks are old. Property was purchased across the street from the existing fuel station for the sole purpose of building a new fuel station. Unfortunately, this project was not adequately funded at $1,157,000.00. The historical financial documentation that I have found was from the Avon Park fuel station built in 2008/2009 at approximately $867,000.00 with no other estimates to reflect the current economy. Kimley Horn performed an "opinion of probable cost" with a construction cost of approximately $2,736,389.30 leaving the project approximately $1,839,389.30 unfunded. The funding shortage has been addressed with OMB and have come to the following solution: Transfer all funding from Lake Placid Fuel Station, project # 23051, currently at $157,000.00 and close project. in addition, reallocate the FY24/25 CFS allocation for the Lake Placid Fuel Station of $1,000,000.00 CFS to the Sebring Fuel Site. An additional budget amendment will be brought to the Board in the near future to address the remaining needed funds. The Lake Placid Fuel Station will start receiving funding once the Sebring Fuel site has been completed. With the above funds allocated to the Sebring Fuel Station in today's market, this project will be completed in approximately 20 months from approval. The "Opinion of Probable Cost" has been attached for your review. Additionally, the Sebring Fuel Station will have above ground tanks due the flood plain proximity and environmental protections with those points also attached.

RECOMMENDED ACTION

Move to approve Kimley Horn CSA 3, 20-024, for Architectural, and Structural, Mechanical, Electrical, and Plumbing Services for the Sebring Fuel Site.

FISCAL IMPACT

The fiscal impact of $259,394.97 is currently budgeted in Fund 151 (Infrastructure Surtax), cost center 4102A, account 56300Z (Project Improvements).

Attachments: Talking points Highlands County Fleet Refueling Center.docx
Kimley Horn CSA Sebring Fuel Site Agenda 4-16-2024.pdf

Talking points Highlands County Fleet Refueling Center

Aboveground vs underground storage tanks

	aboveground	underground
advantages	• Spills/ leaks (for aboveground components) may be readily detected • More cost effective in the long run to operate • Easier and cheaper to replace aboveground components • *Can be installed so that filling ports are above grade and above base flood elevations (which at this time are not determined)	• More efficient use of site (underground items may be co-located with above ground facilities such as driveway aprons • More aesthetically pleasing • Initial cost is cheaper • May be less susceptible to vandalism
disadvantages	• Loss of site area needed to be set aside for aboveground tank compound/equipment • Higher initial installation cost • May be considered aesthetically unattractive • May be more susceptible to vandalism	• More expensive to operate in the long run • Being underground, floodwaters may make filling of tanks a problem • More difficult and more expensive to replace underground components • Leaks less readily detected. • End of life decommissioning may be more expensive if cleanup is involved.

* note this was the primary consideration in selecting the above ground system after discussions with Clinton Howerton about flooding concerns.

Life cycle expectancy for above or under-ground tanks is typically 30 years.

Above ground systems are installed according to prevailing building codes which accounts for wind loading during storm events. Above ground equipment is more susceptible to missile damage including vandalism (being shot).

The system, as currently priced is to have multiple dispensing units on a single dispensary pedestal – much like a conventional commercial fueling station. This is the most cost effective approach.

DEF dispensers will likely be co-located with dispensary pedestals that also have diesel dispensing units

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 **Kimley-Horn Associates, Inc.,** (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:** $259,394.97 **Budget Account Number:** Fund or cost enter/account/project #, if applicable 4102A 56300Z 21112 **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

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☒ **Exhibit D** – Plans/Drawings/Survey

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Tiffany Gunn, Capital Projects Manager	Print Name: Nick Sawyer, Deputy County Administrator
X Tiffany Gunn 12/29/2023	X Nicholas Sawyer 12/29/2023
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Mark E. Wilson, P.E., Sr. Vice-President	Print Name: Mark S. Davies, P.E. LEED AP
X Mark E. Wilson (Jan 3, 2024 17:02 EST) Jan 3, 2024	
3. Consultant Signature Date	

PURCHASING REVIEW / LEGAL REVIEW

Purchasing Manager or Designee	**County Attorney or Designee**
Print Name: Lori K. DeLoach, Purchasing Manager	Print Name: Sherry Sutphen, County Attorney
X Lori DeLoach Digitally signed by Lori DeLoach Date: 2024.01.04 07:54:04 -05'00'	X Chantal Strahan Jan 4, 2024
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie A. Hurner, County Administrator	Print Name: Kevin Roberts, Chair
X to be executed by board chair	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: New Sebring Fuel Station – Project # 21112

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. Wetland Presence and Delineation

CONSULTANT will conduct one (1) site visit, during which it will be determined if wetlands are present onsite.

If it is determined there are wetlands present, the limits will be flagged. Wetland flag locations will be collected utilizing hand-held GPS devices.

One (1) map of the wetland limits will be provided, if applicable.

Preliminary evaluation of the limits of on-site wetlands and surface waters are for estimation purposes and could be subject to verification by the applicable regulatory agencies. This scope does not include any additional site visits that may be associated with the results of the wetland determination and/or flagging or permitting any proposed wetland impacts.

Deliverables

1. Wetland map (PDF), if wetlands exist.
2. Flagging of wetlands if they are found on site.
3. If no wetlands were observed during the site investigation a memo will be prepared stating as such.

TASK 2: USFWS Skink Coordination

CONSULTANT will contact the US Fish and Wildlife Service (USFWS) requesting consultation in regard to the possible presence, or lack thereof, of sand skinks or blue-tailed mole skinks on the site.

CONSULTANT will prepare an email submittal, including GIS maps as well as a site description and history, to request a skink coverboard survey exemption from USFWS.

USFWS issuance of the survey exemption is not guaranteed, and if they find suitable conditions onsite and request a survey be completed, this Task does not include a pedestrian skink survey or a skink coverboard survey. If these surveys are requested, an amendment will be required.

Deliverables

1. PDF copy of email submittal to USFWS including GIS maps and site description and history.
2. Copy of correspondence from USFWS regarding the consultation request.

TASK 3: Boundary, Topographic, Tree and Right-of-Way Determination survey, and Boring Locations

These services will be provided by a third-party subconsultant under contract with CONSULTANT.

All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor Survey project data will be on the following coordinate system(s) and datum(s) SPC NAD1983, Florida East zone state plane coordinatesNAVD 1988.
Boundary Survey with Improvements (Including Parcel ID's: C-16-35-29-021-0000-0101 and Partial Boundary Survey of C-16-35-29-A00-0011-0000)

Set or find all boundary monumentation, such as iron rods, pipes, concrete monuments, or P.K. nails.

Survey shall contain sufficient boundary information to allow the location of all boundary points. The following shall be shown: Measured and record distances, measured and record directions and monuments found and/or monuments set.

Adjacent property lines shall be shown as they extend out from the subject property lines. If the property is known by a specific name, CONSULTANT will so indicate.

All platted easements will be plotted. Encumbering and appurtenant easements and their dimensions, of which the CONSULTANT has been supplied by the County, shall be depicted and shall be labeled with complete recording data and the nature of the easement.

The survey shall contain the legal description, which is to correspond with that appearing on the primary executed documents such as deeds or title insurance policies, including site address. The parcel size shall be indicated on the survey, (square feet, and acres).

CONSULTANT will locate all improvements subject property which includes pavement, curbing, buildings, sidewalks, fences, visible utilities, manholes, storm, and sanitary structures; all visible evidence of easements, such as ditches, ponds, paths, roads, visible pipes, etc. CONSULTANT will not be responsible for excavating underground utilities, foundations, or footers.

CONSULTANT as part of this proposal is only performing a boundary survey of Parcel ID C-16-35-29-021-0000-0101, as well as those parcel boundaries of Parcel ID C-16-35-29-A00-0011-0000 that fall within the requested survey limits.

Topographic Survey (Survey approximating the contour of the land)

1. The followings items shall be shown accurately on the survey:
    a. CONSULTANT will accurately locate the relief of the subject property, including all ditches, swales, berms, ridges, and other break lines.

       All buildings and structures, including finish floor elevations of all structures.

    b. Curbing, sidewalks, drives, pavement, adjacent streets and /or highways, utility poles, overhead lines, fences, transformers, cleanouts, valves, and meters.

    c. All existing visible utility and drainage features, including rim and invert elevations, pipe sizes, and types of all above and below grade structures.
2. CONSULTANT will take enough shots to accurately create a digital terrain model (DTM). CONSULTANT will take elevation shots on a 50-foot grid along with locating all break lines.

Elevations on hard surfaces, such as asphalt, concrete, or brick will be depicted to the nearest 0.01 feet. Elevations on natural surfaces will be depicted to the nearest 0.10 feet.

3. CONSULTANT will establish a minimum of two (2) benchmarks on site.

Tree Survey

1. CONSULTANT will locate and identify the species of all trees 4-inches and above.
2. The survey shall be tied to the coordinate system which underlies the legal description of the property.
3. CONSULTANT requests that for any trees that are to be saved during the construction process, and that are CRITICAL to the design of the site we be notified so that we can return to the site and locate the trees a second time. By critical we mean trees that might interfere with buildings, entrances, curbing, or other major improvements.

Research, Determine and Locate Right-of-way Boundary

1. CONSULTANT will research adjoining parcels to aid in right-of-way determination per deed.
2. CONSULTANT will locate field monumentation to aid in right-of-way determination.
3. CONSULTANT will coordinate with the government agency that determines maintained right-of-way limits to establish any maintained right-of-way boundaries on the project.
4. Specific project location: CONSULTANT is only surveying those right of way and parcel boundaries of George Boulevard/ W George Boulevard that fall within the survey limits depicted on the attached aerial imagery per **Exhibit 'D'**.

Soil Boring Stakeout and Elevation

1. CONSULTANT shall stakeout the horizontal position of the proposed soil borings. CONSULTANT can obtain a ground elevation at the proposed location, but COUNTY must request it before we mobilize to the field. Horizontal and vertical accuracy will be +/-0.15 feet. CONSULTANT will set a 4-foot lath with ribbon, labeled with the soil boring designation. CONSULTANT reserves the right to use base/rover GPS or network RTK to stakeout the proposed boring.
2. No maps or spreadsheets will be supplied to COUNTY, unless specifically requested and there may be additional charges for said reporting. The deliverables shall be the stakes in the field.
3. CONSULTANT shall stake the proposed locations one time. If the lath is destroyed or moved, CONSULTANT shall charge additional fees to re-stake the locations.
4. CONSULTANT must be supplied with coordinates for the soil borings before field personnel mobilize to the field. CAD files and ASCII files are acceptable formats for said coordinates.

   For purposes of this proposal, it is assumed that there will be no more than 25 soil borings to be staked and all soil borings will be staked in the same project mobilization. If additional soil borings are to be staked at a later date, or if additional soil borings are requested by this scope of work, COUNTY shall coordinate with CONSULTANT directly for issuance of a change order to cover the additional staking of sampling points.

Deliverables

1. Complete topographic, tree, and boundary surveys, as specified in this task. This will be provided in digitally signed and sealed .pdf format as well as AutoCAD format that will be

suitable for the preparation of construction documents.

2. Setting any required boundary monuments is it pertains to this task.

TASK 4: Subsurface Utility Locate Services

1. Standard of Practice: All SUE Services will abide by the standards set forth by ASCE under CI/ASCE 38-22.
2. Subsurface Utility Designation: By use of Ground Penetrating Radar (GPR) and Electromagnetic Induction (EM), Attempt to horizontally locate and field mark (paint & flags) all public subsurface utilities found excluding service lines, gravity sewer lines and irrigation within the area outlined on the attached Exhibit.
3. Subsurface Utility Verification:
    a. As required by law, coordinate Sunshine 811 and utility locates consisting of additional calls to each locator to expedite the field marking of each subsurface utility.
    b. Using nondestructive vacuum excavation methods, attempt to expose the utilities in question at 10 location(s) as specified on plan sheet(s) provided or marked by COUNTY in the field.
    c. Determine or confirm the vertical and horizontal position of the utilities in question and record the information obtained from locate marks provided by the utility owners and/or their representatives unless otherwise requested by COUNTY.
    d. Any asphalt and/or concrete removed for test hole will be repaired using like materials.
    e. Tie each test hole location to at least three observable physical features. This enables future recovery and the option for the data to be added to your base map.
4. Subsurface Utility Survey Collection
    a. Survey to collect all utility data using GPS or conventional surveying equipment.
    b. CONSULTANT shall only locate and map found utilities. No other mapping is included in this proposal unless specifically noted below.

Deliverables

1. Flagged and paint utilities found in field.
2. Incorporate found utilities into the survey under Task 3.
3. Verify utility locations, up to 10 locations, and note such information on the survey.

TASK 5: Geotechnical Subsurface Exploration

These services will be provided by a third-party subconsultant under contract with CONSULTANT.

Pre-Exploration Services

1. Historical aerial photographs will be reviewed. Previously conducted study within the adjacent areas, if available, will be reviewed.

Soil Borings

1. Standard Penetration Test (SPT) Soil Borings:

SPT soil borings will be used to explore the subsurface conditions which underlie the proposed development site. The scope of the field work will include drilling 6 Standard Penetration Test (SPT) borings in general accordance with ASTM D 1586. Each boring will penetrate to a depth listed below. The proposed soil boring depth encompasses the zone of soil which is expected to be influenced by the proposed development and is designed to address shallow foundation alternatives.

Site Features	Number of Explorations	Exploration Type	Proposed Exploration Depth (Feet)	Extended Depth Quantity (Lineal Ft.)
Canopy & Fuel Tank(s) on a concrete pad (mat)of unknown footprint dimensions	2 (B-4 & B-5)	SPT	60 & 20	80
Pavement, Exfiltrative Facility	4 (B-1, B-2, B-3 and B-6)	SPT	20	80

Field Exploration - Soil Sampling

1. Disturbed Soil Samples:

During the course of performing the above-delineated soil borings, samples of the soils returned from the SPT test split-barrel sampler will be selected and placed into 8-ounce glass sample jars, and then sealed with a secure fitting lid. A minimum of one sample of soil will be selected for every SPT split-barrel sample retrieved in the SPT borings; and at least one soil sample will be selected in each soil layer identified during the drilling operations of each boring. The above samples are considered to have been disturbed by the drilling procedures.

2. Undisturbed "Shelby Tube" Soil Samples:

Using wash boring, a total of three (3), thin-walled tube samples will be obtained from the designated three test locations I-1 through 1-3 at depths of 2, 4, and 20 feet below land surface, respectively, and in general accordance with the procedures contained in ASTM Standard D 1587. The purpose of obtaining the thin-walled tube sample is to provide relatively undisturbed specimens of soils of interest for performance of laboratory permeability tests. The results of those tests will be incorporated into our analysis of the proposed development.

3. Bulk Sampling for Limerock Bearing Ratio (LBR) tests:

One (1) bulk sample (two, 5-gallon buckets) will be collected from the site to perform laboratory LBR test. Sampling will be done between a depth of 0.5' (below top soil) and 2' below existing land surface.

Proposed Laboratory Testing Services

1. Classification and Index Testing Laboratory Services:

Laboratory services will consist of the visual classification of the representative soil samples returned from the field exploration by a member of our technical staff. Based on that classification, samples will be selected, if necessary, and laboratory soil index tests will be performed on the selected samples to confirm the classification of the soils and/or to provide pertinent technical information, which will allow estimates to be made of soil engineering parameters. At this time, we expect that the following soil index tests may be needed:

- Moisture Content of soils ASTM D2216
- Clay and Silt Fines Content of Soils ASTM D1140
- Gradation (Sieve Analysis) of Soils ASTM D421 & D422
- Atterberg Limits of Soils ASTM D4318

2. Limerock Bearing Ratio (LBR) Test:

One (1) bulk sample collected from the site will be subjected to laboratory LBR test, using procedures in general compliance to those described in FM5-515. The result will be useful in evaluating existing soil subgrade and for the proposed flexible/rigid pavement design.

3. Hydraulic Conductivity Testing:

One (1) specimen will be selected from each of the undisturbed, thin-walled tube samples collected at design depth of the proposed exfiltrative facility and used in testing to determine the coefficient of vertical permeability of the soil specimen. A constant or falling head test procedure is used to measure the stabilized flow of water through the soil specimen, using procedures in general compliance to those described in ASTM Standard D 5084. The selected soil samples will be trimmed, encased in a flexible membrane, and placed on the test stand in the test chamber. The chamber space surrounding the sample is filled with water, and the chamber sealed. A selected fluid pressure is then applied on each sample's chamber fluid, to simulate the in-situ stress conditions of the soil sample. Each test specimen is then saturated with water, using backpressure methods. Once sample saturation is confirmed, a differential water pressure is applied at the top of the sample. Successive test trials are recorded by measuring the volume of water which passes through the sample in selected time increments. The tests are terminated when it is determined that a steady flow rate is being recorded.

4. Corrosivity Series Testing

We propose collecting bulk samples from three locations (adjacent to B-1, midway between B-4 & B-5, and B-3), where shown on Figure 1 and conduct corrosivity series testing. It includes pH, Resistivity (or, Conductivity), Chloride, and Sulfate content tests, in accordance with Florida Method FM-5 550, 551, 552, and 553, respectively. The soil samples are typically collected at one (1) to 2.5 feet depth, unless otherwise designated by the COUNTY. Deeper sampling will require auger boring to the designated depth(s) at additional cost.

5. Confining Layer

The confining layer below the proposed exfiltrative facility will be determined if possible or will be stated as the maximum boring depth if no other information is available.

Engineering and Report Preparation Services

1. Upon completion of the field exploration, laboratory services, and the evaluation phase of this soil exploration program, a written report will be provided which summarizes our findings and recommendations. The report will include:
   a. Soil boring location plan and profiles. Location coordinates and elevations will be provided.
   b. A brief review of the field and laboratory test procedures, and the results obtained.
   c. A review of site and subsurface conditions encountered, including the existing ground water levels.
   d. A general evaluation of site and subsurface conditions with respect to the proposed development.
   e. Recommendations for site earthwork preparation, and general guidelines for foundation and pavement design and construction. Our foundation recommendations will include a discussion of recommendations for shallow pad footings and deep soil treatment, if required. Geotechnical design parameters, including seasonal high-water table (SHWT), for the exfiltrative facility will be provided.

Deliverables

1. CONSULTANT will have prepared a digitally signed and sealed geotechnical engineering report in .pdf format that will consist of:
   a. soil boring location plan and profiles including location coordinates and elevations,
   b. review of field and lab procedures and results,
   c. review of site and subsurface conditions including water elevations,
   d. evaluation of the site and subsurface conditions with respects to the development,
   e. recommendations for earthwork preparation, foundations designs, pavement design.

TASK 6: Conceptual Site Plan

CONSULTANT, in conjunction with subconsultants, and using the data provided in previous tasks, will prepare a conceptual site plan having the elements requested by the COUNTY. The conceptual site plan will identify the following:

- Driveway access to the property.
- Vehicular pavement areas.
- Location of canopy over fuel pumps.
- Location of aboveground storage tanks and fuel dispensers.
- Hose bibb and water filling station for water truck.
- Vehicular circulation around the site using AutoTurn computer modeling.
- Generalized landscaping and stormwater management facility locations.

- Perimeter chain link fence and two (2) manually operated cantilever gates at driveway access.
- Utility entry points into the project site back to their point of connection to existing facilities.

CONSULTANT will submit this conceptual site plan to the COUNTY for their review and comment. CONSULTANT will administer and attend 1 teleconference via Teams or similar format with the COUNTY to discuss the plan and make note of requested changes.

CONSULTANT will make the requested changes to the plan and submit to COUNTY for final approval, one round of comments and resubmittal to the COUNTY is included. Additional rounds of revisions will be an additional service.

Deliverables

1. CONSULTANT will prepare one conceptual site plan in accordance with this task and submit electronically (.pdf) to COUNTY for review.
2. CONSULTANT will prepare a one revised conceptual plan based on review of plan and teleconference with the COUNTY for approval by the COUNTY.

TASK 7: Pre-Application Meetings

1. Highlands County: Upon approval of the site plan by the COUNTY (Task 6), CONSULTANT will submit the site plan to Highlands County for a preapplication meeting with County Staff via teleconference.
2. Southwest Florida Water Management District (SWFWMD): Prepare a submittal package and schedule/attend via teleconference a meeting with the SWFWMD for a pre-application conference. The site plan will be updated based on SWFWMD comments.

Deliverables

1. Minutes of preapplication meeting with Highlands County Department of Development Services.
2. Minutes of preapplication meeting with the SWFWMD.

TASK 8: Civil Site Design and Construction Documents

CONSULTANT will prepare civil engineering construction documents using the COUNTY approved conceptual site plan prepared in Task 6

1. Drawings
   a. Cover sheet
   b. Erosion and Sedimentation Control and demolition plan and detail sheet(s)
   c. Site Plan sheet(s) per Highlands County Requirements.
   d. Paving, Grading, and Drainage plans and details sheet(s)
   e. Utility plan and detail sheet(s)

i. Sanitary sewer service is not needed and is excluded.

ii. Domestic water will be extended from a nearby property to the site

2. CONSULTANT will coordinate with COUNTY to incorporate other utility services designed by others into the drawings. Such utilities shall be provided by the COUNTY as an Xref in an AutoCad format compatible with CONSULTANT's drawing standards. Such utilities may consist of electric and telephone/telecom. Site lighting pole foundations, if any, will be included if provided by the COUNTY as an Xref.
3. CONSULTANT will prepare and submit applications and stormwater management calculations consistent with those required by Highlands County and the Southwest Florida Water Management District for an environmental resource permit. It is anticipated that storm water will be managed on site.
4. CONSULTANT will prepare complete specifications in the form of on-drawing notes. A separate specification manual is not included in this proposal.
5. Attendance up to (2) project/team meetings is included for this task.
6. CONSULTANT will provide AutoCad and .pdf copies of signed and sealed drawings, calculations, reports, and surveys as applicable to the COUNTY.

Deliverables

7. CONSULTANT will prepare a complete civil engineering drawing set for construction, digitally signed and sealed in .pdf format, in accordance with this task.

TASK 9: Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services

These services will be provided by a third-party subconsultant under contract with CONSULTANT

General

1. Coordination of all subconsultants included within this Task.
2. Building Code Review.
3. Basis of Design specification for pre-engineered metal canopy.

Structural Engineering

4. Provide Structural Engineering drawings necessary for bid, permit and construction. Scope of work incudes:
   a. Concrete foundation design for a pre-engineered metal canopy. Initial design will be based on best-practice methods. The contractor is responsible for obtaining sealed engineered drawings & reactions from awarded metal building (canopy) supplier/manufacturer. Foundation revision based on the sealed engineered drawing & reactions from the contractor.
   b. Design driveway lighting concrete bases.

Mechanical, Electrical and Plumbing Engineering

1. Provide Mechanical, Electrical, and Plumbing engineering drawings necessary for bid, permit and construction. Scope of work includes:

a. Coordination of power and control cables with Fuel Master vendor.
b. Electric and fiber pull boxes at refueling station and R&B Main Office.
c. Connections to relocated existing generator.
d. Canopy and driveway lighting and power requirements.
e. Lighting photometrics.
f. Locate and specify hose bibbs.

Bid and Regulatory Permitting Phase

1. Respond to Questions during bid phase.
2. Assist COUNTY in review of Contractor's Bids if required.
3. Prepare signed and sealed documents for regulatory permitting submission.

Services During Construction

1. Construction Administration (CA) will include review of shop drawings,.
2. Architect's attendance at virtual coordination meetings with Contractor (anticipated bi-weekly)
3. Review of Contractor's application for payments.
4. Respond to reasonable RFI's.
5. Substantial completion inspection.
6. Up to two (2) site visits by a qualified staff person is included.

Deliverables

1. CONSULTANT will have prepared signed and sealed drawings for regulatory (building department) submission in a format as required.

TASK 10: Landscape and Irrigation

CONSULTANT will prepare one (1) set of code required construction documents (CDs) per the Highlands County Land Development Regulations for the on-site improvements serving the project. The landscape architecture code required plans will be provided to the COUNTY in electronic .PDF format and will consist of the following elements:

1. Code Required Landscape Plan:
    a. CONSULTANT will provide a code required landscape plan consisting of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details, and installation notes. The landscape plan will also identify trees to be preserved and replaced as determined by code. Code required landscape plans will be submitted as part of the Civil Plans package and will be revised up to (1) time per COUNTY and/or agency comments.
2. Code Required Irrigation Plan:
    a. CONSULTANT will provide an irrigation plan consisting of head layout, water source information, lateral line layout, valve sizes and locations, controller type and location, sleeve locations, identify and label point of connection, detailed drawings and installation

notes. Site visits are excluded from this task but may be provided as an additional service. Irrigation plans will be submitted as part of the final landscape plans and will be revised up to one (1) time per COUNTY and/or agency comments. Additional revisions may be provided as an additional service.

Deliverables

1. CONSULTANT will provide digitally signed and sealed in .pdf format landscaping and irrigations plans, details, and specifications for permitting with Highlands County and for construction use.

TASK 11: Refueling System Design

These services will be provided by a third-party subconsultant under contract with CONSULTANT

Provide professional engineering documents and development of a complete set of fueling mechanical and fueling electrical construction documents for the site. The fuel construction documents shall include essential construction details for (8) Multi-Product dispensers, (1) Hi-Flow Diesel Dispenser, (2) 20,000 Gallon **Aboveground** Storage Tanks for Regular Unleaded, Diesel and (1) 1,000 Gallon **Aboveground** Storage Tank for DEF and associated fuel electrical details.

Fueling Concept Plan

1. Provide the COUNTY with one concept plan based off approved civil site plan (after Task 6) provided at kick-off for coordination with of tank and dispenser/canopy locations.

Fueling Contract Documents

1. CONSULTANT shall provide the COUNTY with one (1) complete set of site-specific fueling mechanical and fueling electrical construction documents for permitting and construction.

The drawings shall be signed and sealed by a Registered Professional Engineer for construction of a Municipal fueling facility. Documents are to be used to facilitate the construction of the referenced work. Civil Engineer to provide overall site plan and locations of the new fueling canopy and **Aboveground** storage tanks. Documents shall include essential construction details for:

a. (8) Multi-Product dispensers
b. (1) Hi-Flow Diesel Dispenser
c. (2) 20,000 Gallon **Aboveground** Storage Tanks for Regular Unleaded, Diesel and DEF and associated fuel electrical details.
d. (1) 1,000 Gallon **Aboveground** Storage Tank for DEF
e. The documents shall contain detailing of the fuel storage and delivery system
f. Environmental monitoring
g. Electrical and data systems associated to the fueling delivery system.
h. Ancillary structural engineering design for aboveground tanks, secondary containment yards and facilities

Services During Construction

CONSULTANT shall provide the COUNTY with one standard review for fueling system submittals and requests for Information.

Deliverables

1. CONSULTANT will have a prepared a refueling concept plan for review by the COUNTY.
2. Based on Commentary from the COUNTY on the concept plan, CONSULTANT will make required revisions and have prepared signed and sealed fueling contract documents for permitting and construction in digitally signed and sealed .pdf format.

TASK 12: NESHAP Demolition Survey

These services will be provided by a third-party subconsultant under contract with CONSULTANT

CONSULTANT will perform a National Emissions Standard for Hazardous Air Pollutants (NESHAP) asbestos demolition field survey, lead based paint testing as well as a hazardous materials evaluation. The project scope will be for parcel #C-16-35-29-021-0000-0101 and the existing refueling station located on a portion of parcel #C-16-35-29-A00-0011-0000. The field survey will be done in accordance with current EPA and other applicable standards as required.

Following completion of the field portion of the asbestos survey, lead paint testing, and hazardous, building material evaluation, one (1) electronic copy of the final report to include all services performed will be delivered to the COUNTY. This report will contain the detailed results of materials observed, sampling activities, and material quantification

Deliverables

1. CONSULTANT will have provided an electronic (.pdf) copy of the survey report.

TASK 13: Existing Fleet Refueling Site Demolition

CONSULTANT will prepare a decommissioning plan for the existing fleet refueling station located in the southeast quadrant of George Blvd and West George Boulevard. It is understood that the existing refueling station consists of 2-20,000 diesel and unleaded gas USTs (one each). Such plan will depict above ground demolition of refueling dispensers and ancillary structures and replacement with paving to match existing. Notations will be made regarding demolition and removal of the existing underground fuel tanks and ancillary facilities, backfilling, and repaving as necessary. The following consists of the site demolition plan:

1. The plan will be prepared on a 1"=20' drawing and will consist of erosion and sedimentation control and demolition elements.
2. Existing fuel-system consisting of underground tanks, dispensers, piping, fill ports, and monitoring wells will be depicted to be removed and legally disposed of by a licensed contractor qualified in such work. It will be the contractor's responsibility to perform the work in accordance with the applicable regulations and rules.

CONSULTANT will provide tank removal oversight and tank closure reporting as outlined below:

Deliverables

1. CONSULTANT will prepare a decommissioning (demolition) plan for use in demolishing the existing refueling site.

TASK 14: Tank Removal Oversight

CONSULTANT will provide personnel to observe the removal and disposal of the underground storage tanks (USTs) identified at the site. As part of the tank closure activities, CONSULTANT will also provide the following:

1. During the storage tank removal activities, CONSULTANT will collect soil samples from the tank excavation and the areas of product piping (in 20-foot intervals and at piping elbows when observed) for field screening utilizing an organic vapor analyzer equipped with a photoionization detector (OVA-PID). Any soil excavated during the tank removal determined to be impacted (i.e., OVA-PID readings greater than 10 parts per million [ppm]) will be required to be stockpiled on-site for later characterization and/or disposal. Any non-impacted excavated soil can be returned to the excavation.
2. Based on the OVA-PID responses and field observations, CONSULTANT will collect confirmatory soil samples for laboratory analysis. Up to five (5) soil samples will be collected from the four excavation side walls and the bottom of the excavation (if groundwater is not encountered). In addition, up to four (4) soil samples will be collected from the area of product piping. The soil samples will be submitted to a certified laboratory for analysis of volatile organic aromatics (VOAs), including methyl-tert-butyl-ether (MTBE) by EPA Method 8260, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270, and Total Range Petroleum Hydrocarbons (TRPH) by the Florida Petroleum Residual Organics (FL-PRO) Method, as per the sampling requirements in Table C of Chapter 62-680, F.A.C.
3. If groundwater will be encountered as part of the tank removal activities, CONSULTANT will install one (1) temporary monitoring well to facilitate the collection of a groundwater sample for laboratory analysis. The well will be installed in the area that represents the location believed to be most likely impacted area based on OVA field screening results. If no elevated OVA readings or impacted areas are encountered, the monitoring well will be installed near the center of the former tank area. One groundwater sample will be collected for laboratory analysis by VOAs/volatile organic halogens (VOHs) by EPA Method 8260, PAHs by EPA Method 8270, TRPH by the FL-PRO Method, ethylene dibromide (EDB) by EPA Method 8011, and for total lead by EPA Method 6010.
4. Should soil exhibiting elevated OVA responses be encountered during excavation of the tanks, the impacted soils shall be stockpiled on and covered with plastic sheeting for characterization for disposal. The tank contractor shall reach out to the accepting landfill to determine characterization sampling parameters. For the purposes of this proposal, it is anticipated that the landfill will request analyses for total metals by EPA Method 6010 and Toxicity Characterization Leaching Procedure (TCLP). CONSULTANT will document the total amount removed, collect waste manifests, and photo-document soil removal activities for inclusion in the Tank Closure Report listed as Task 15, below.

All laboratory analyses will be completed by a state-certified analytical laboratory on a 7 to 10 day turnaround time.

Deliverables

1. The "deliverable" here is the actual field work associated with decommissioning the site. The documentation "deliverable" is included under Task 15.

TASK 15: Tank Closure Reporting

CONSULTANT will prepare a Tank Closure Assessment Report outlining all field observations, sampling activities, including providing tables and site maps that illustrate the analytical results. A copy of the report will be provided to the COUNTY prior to submission to the regulatory agency. The report will be signed and sealed by a registered professional Engineer or Geologist within the State of Florida.

The following assumed conditions are applicable to Tasks 12 and 13:

1. COUNTY will coordinate communication with tank contractor and CONSULTANT.
2. Two 20,000-gallon USTs, dispensing units, and associated piping to be removed .
3. The tank removal activities will be conducted over an up to a consecutive 5-day period.
4. Depth to groundwater is less than 10 feet.

Deliverables

5. CONSULTANT will provide a signed and sealed Tank Closure Assessment Report in accordance with this task.

TASK 16: Site Work Permitting

CONSULTANT will prepare permit applications that will be required in order to authorize the proposed construction activity. The following agencies will be involved in the permitting process:

1. Highlands County Concurrency Clearance, Preliminary Site Plan Review, Final Site Plan Review, Driveway Permit.
2. City of Sebring Utilities Water Main Connection and water service extension.
3. Southwest Florida Water Management District - Environmental Resource Permit.
4. Florida Department Environmental Protection- Construction Generic Permit (provide support docs only to the contractor for their use in securing permit.)
5. CONSULTANT will attend meetings with regulatory agencies up to two per agency to complete Task 12 above. CONSULTANT will attend additional meetings at COUNTYs request as an additional service. Revisions to construction documents are limited to one per agency.

Deliverables

1. Kimley Horn will prepare (and submit) application submittal packages for Highlands County. Such packages shall be either electronic or physical as required by the agency.
2. CONSULTANT will prepare (and submit) application packages to the City of Sebring Utilities. Such work may also include application submittals to Highlands County Health Department and/or Florida Department of Environmental Protection for water distribution system construction, as required.

TASK 17: Civil Engineering Services During Construction

These Services During Construction pertain only to the Civil engineering and landscape architecture scope of services as identified in Tasks 8 and 10. Services During Construction for Architectural, Structural/Mechanical/Electrical/and Plumbing Engineering scope is covered under Task 9. Services During Construction for Refueling System Design Scope is covered under Task 11.

Based on the approved construction documents, CONSULTANT will provide the following construction phase services:

1. Attend one (1) preconstruction meeting with Highlands County and Contractor by teleconference.
2. Attend two (2) "in progress" construction meetings at 5 hours per meeting with construction staff. Additional meetings will be billed on an hourly basis.
3. Review Contractor shop drawings and submittals.
4. Respond to Contractor Requests for Information (RFIs.)
5. Site Visits by Engineer's Representative to review work-in-progress for general conformance with, and provide key observations as noted in, the construction drawings. up to 6 visits at 5 hours per visit including travel and report drafting time. Budget 30 hours.
6. Using As-Built drawings signed and sealed by a Professional Land Surveyor by others, prepare record drawings and statements of completion:
    a. Highlands County
    b. City of Sebring Utilities for water distribution system
    c. Southwest Florida Water Management District for Environmental Resource Permit

Deliverables

1. Copies of site observation reports.
2. Record drawings as required from as-builts prepared by a professional land surveyor.
3. Certifications of completion as required to the applicable agencies listed under item 6 in this task, above.

Note about site observations:

Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, CONSULTANT or their agent will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep COUNTY informed of the general progress of the work.

CONSULTANT or their agent will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. CONSULTANT or their agent does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

CLARIFICATIONS OR SERVICES NOT INCLUDED

The following services are not included in this CSA:

1. Geotechnical Engineering Services and ancillary Professional Land Surveying including not specifically stated herein are not included.
2. Phase 1,2, or 3 Environmental Site Assessments, hazardous material surveys or abatements are not included.
3. Tree mitigation services are not included or anticipated.
4. Real estate, title, and legal services are not included.
5. Conservation/Environmental reports beyond those specified in Tasks 1 and 2 are not included as they are not anticipated.
6. Construction Management services of any kind are not included.
7. Opinions of probable cost are not included.
8. Geotechnical services fees are based on the number and depth of borings stated in Task 5. If the depth or number of borings is exceeded to conform with the intent of the subsurface exploration, such additional borings and depths are an additional service.
9. Air quality permitting is not included.
10. Permitting as it relates to the installation of the fuel system is not included. It is understood that the specialty contractor that installs such systems will provide the permitting.
11. The site is located in a Zone 'A' flood zone. CONSULTANT is including, at a maximum, a simple balance of cuts-to-fills on site such that the net impact to the flood plain is zero. It may be determined by the authorities having jurisdiction (FEMA, ACOE, SWFWMD) that a hydrologic "no rise" analysis study may be required or possible FIRM map amendments.
12. Site assessment work not described herein.
13. Interim source removal report.
14. Construction dewatering permits.
15. Remediation design.
16. Groundwater monitoring plan and implementation.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the COUNTY requests, will be considered additional services and will be performed **in accordance** with the RFP 20-024 contracted hourly rates. Additional services include, but are not limited to, the following:

- Impact fee analysis.
- Environmental Investigations and Permitting.
- Coordination with or permitting through US Army Corps of Engineers or FEMA including LOMR, LOMA, CLOMR map amendments.
- Hydrologic "no-rise" analyses for flood plain mitigation.
- Design for signage, hardscape, and enhanced landscaping beyond code minimum.
- Review and plotting of easements from COUNTY supplied title work docs.

- Planning variances, special exceptions, conditional uses, rezoning, platting, subdivisions.
- Review and plotting of easements and setbacks from COUNTY supplied zoning report.

INFORMATION PROVIDED BY COUNTY

The following information shall be provided by the COUNTY. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the COUNTY.

- Permit application fees, impact fees etc.
- Title reports, opinions of title, certifications, zoning reports

COMPLIANCE WITH LAW AND CODES

CONSULTANT shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Consultant to reasonable adjustments in schedule and compensation. The COUNTY acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance the Consultant's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

PERMITS AND APPROVALS

CONSULTANT has no control over the actions of jurisdictional agencies and is not a party to agreements between the COUNTY and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. CONSULTANT does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions.

Because its opinions are based upon limited site investigation and scope of services, CONSULTANT does not guarantee that all issues affecting the site have been investigated.

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 **one-hundred eighty calendar days** (180) from the issuance of the Purchase Order for this CSA.

.

Exhibit "B"
Compensation

New Sebring Fuel Station		
TASK	**DESCRIPTION**	**FEE**
1	Wetland Presence and Delineation	$1,545.00
2	USFWS Skink Coordination	$1,545.00
3	Boundary, Topographic, Tree and Right-of-Way Determination survey, and Boring Locations	$20,471.50
4	Subsurface Utility Locate Services	$13,596.80
5	Geotechnical Subsurface Exploration	$15,356.03
6	Conceptual Site Plan	$10,570.00
7	Pre-Application Meetings	$1,820.00
8	Civil Site Design and Construction Documents	$26,625.00
9	Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services	$62,947.50
10	Landscape and Irrigation	$5,975.00
11	Refueling System Design	$27,610.00
12	NESHAP Demolition Survey	$3,725.10
13	Existing Fleet Refueling Site Demolition	$3,570.00
14	Tank Removal Oversight	$21,053.04
15	Tank Closure Reporting	$7,860.00
16	Site Work Permitting	$16,440.00
17	Civil Engineering Services During Construction	$18,685.00
TIME AND MATERIAL NTE (Including Reimbursable Expenses)		**$ 259,394.97**

Exhibit "C"
Sub-Consultants

Type/Service: Boundary, Topographic, Tree, and Right-of-Way Determination survey and Boring Locations

Name: Survtech Solutions

Address: 10220 U.S. Highway 92E. Tampa, FL 33610

Contact:

Contact Phone:

Contact E-mail:

Type/Service: Subsurface Utility Locate Services

Name: Survtech Solutions

Address: 10220 U.S. Highway 92E. Tampa, FL 33610

Contact:

Contact Phone:

Contact E-mail:

Type/Service: Geotechnical Subsurface Exploration

Name: Ardaman and Associates, Inc.

Address: 1525 Centennial Blvd., Bartow, FL 33830

Contact:

Contact Phone:

Contact E-mail:

Type/Service: Architectural and Structural, Mechanical, Electric, and Plumbing Professional Engineering Services

Name: Furr, Wegman, and Banks, P.A.

Address: 625 E. Orange Street, Lakeland, FL 33801

Contact:

Contact Phone:

Contact E-mail:

Type/Service: Refueling System Design

Name: Core-States Group, Inc.

Address: 3237 Satellite Blvd., Ste. 465, Duluth, GA 30096

Contact:

Contact Phone:

Contact E-mail:

Type/Service: NESHAP Demolition Survey

Name: PSI, Inc.

Address: 5801 Benjamin Center Dr., Ste. 112, Tampa, FL 33634

Contact:

Contact Phone:

Contact E-mail:

Type/Service: Tank Removal Oversight

Name: To be determined and provided through written notice to the County subject to the approval of the County Administrator

Address:

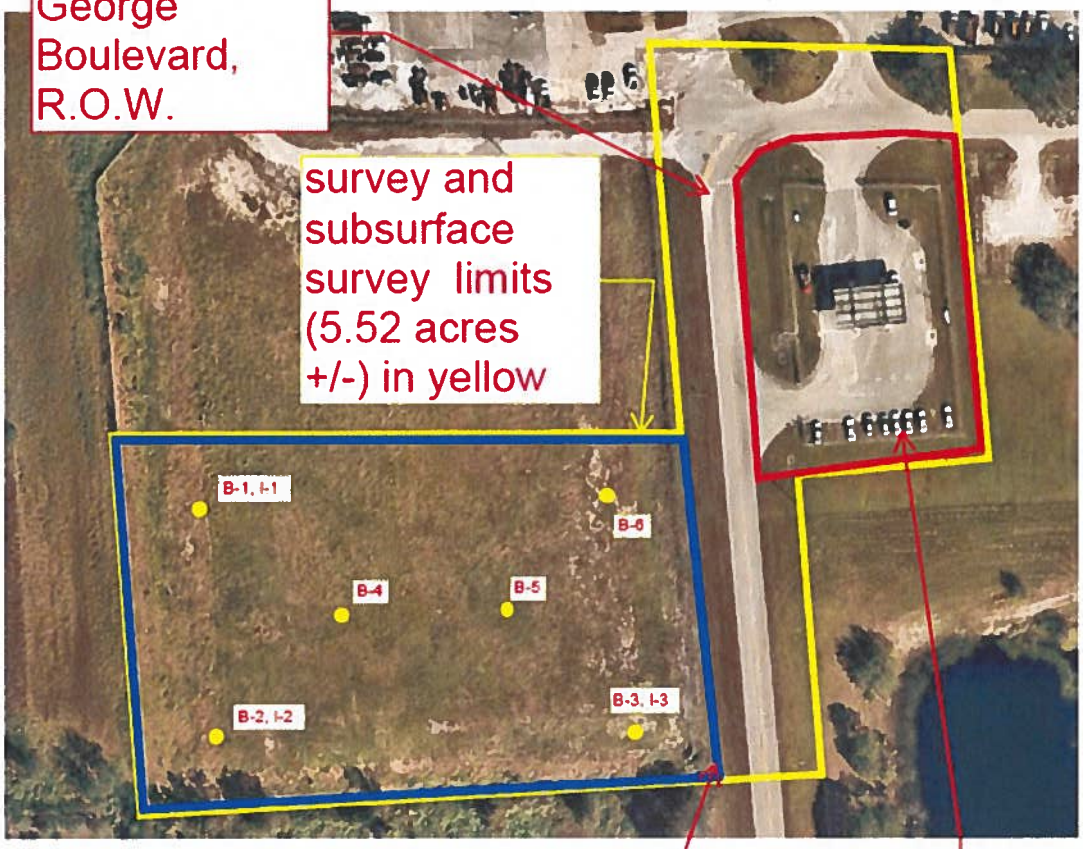
Contact:

Contact Phone:

Contact E-mail:

Signature: Mark S. Davies
Mark S. Davies (Jan 3, 2024 16:51 EST)
Email: mark.davies@kimley-horn.com

EXHIBIT "D"
Plans/Drawings



20-024 Kimley Horn CSA 3 Sebring Fuel Site v4 lgl apv 12-13-2023

Final Audit Report 2024-01-04

Created:	2024-01-04
By:	Lori DeLoach (ldeloach@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnvNCp25LUntxO9DqEXDLHesYS7-5gfUZ

"20-024 Kimley Horn CSA 3 Sebring Fuel Site v4 lgl apv 12-13-2023" History

Document digitally presigned by Lori DeLoach (ldeloach@highlandsfl.gov)
2024-01-04 - 12:54:04 PM GMT

Document created by Lori DeLoach (ldeloach@highlandsfl.gov)
2024-01-04 - 12:56:29 PM GMT

Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2024-01-04 - 12:57:49 PM GMT

Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2024-01-04 - 1:57:35 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2024-01-04 - 1:57:44 PM GMT - Time Source: server

Agreement completed.
2024-01-04 - 1:57:44 PM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16,2024

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution No. 23-24-57 to vacate a Drainage Easement at 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852.**

STATEMENT OF ISSUE

Attached is Resolution No. 23-24-57 to vacate drainage easement over and across said property described as follows:

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 9, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 10, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 11 Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 12, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida.

Parcel ID: C-14-37-29-200-2800-0090; C-14-37-29-200-2800-0100; C-14-37-29-200-2800-0110; C-14-37-29-200-2800-0120

SITE ADDRESS: 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852

All pertinent County departments have been notified and has no objections. Rider & Thompson, PA, on behalf of Sykes Services, LLC (Petitioner) have filed a petition to vacate that portion of the platted drainage as described above.

The applicant's reason for vacating this portion of the easement is due to the applicant's desire to complete the partially constructed homes on the properties described above and are seeking to vacate a portion the easements due to current construction encroaching into the side-yard easements.

RECOMMENDED ACTION

Move to adopt Resolution No. 22-23-57 to vacate a Drainage Easement at 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852.

FISCAL IMPACT

No Fiscal Impact.

Attachments: 639,641,643,645 Corsica Ave NECorrected 12.15.2023 - Agenda Packet.pdf

RESOLUTION NO.: 23-24-57

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A PORTION OF VARIOUS EASEMENTS ON THE PLAT OF PLACID LAKES – SECTION TWENTY, AS PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY SYKES SERVICES, LLC; 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 Rider & Thompson, PA, on behalf of Sykes Services, LLC ("Petitioner"), requesting that Highlands County vacate a portion of various 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 Placid Lakes Section Twenty, recorded in Plat Book 9, Page 31, of the official records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on March 15, 2024, and March 22, 2024, the Petitioner, published a 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 April 16, 2024, 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 portions of the Easements as described below are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the said portions of the Easements so described are hereby renounced and forever disclaimed:

C-14-37-29-200-2800-0090
639 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 9, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0100
641 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 10, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0110
643 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 11 Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0120
645 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 12, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida.

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 the vacation of the portions of 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 16th day of April 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin J. Roberts, 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: Sykes Services LLC
c/o Rider & Thompson, PA
13 N. Oak Ave
Lake Placid, FL 33852

TEL. NO: Rider & Thompson, PA – 863-465-1111

DATE: November 29, 2023, 2023

This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached plat, legal description as follows:

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 9, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 10, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 11 Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 12, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida.

Parcel ID: C-14-37-29-200-2800-0090; C-14-37-29-200-2800-0100; C-14-37-29-200-2800-0110; C-14-37-29-200-2800-0120
Address: 639, 641, 643 and 645 Corsica Ave NE, Lake Placid, FL 33852

This Petition is being requested for the following reason:

Petitioner intends to complete the partially constructed homes on the properties described above, and are seeking to vacate a portion of the easements due to the current construction encroaching into the side-yard easements.

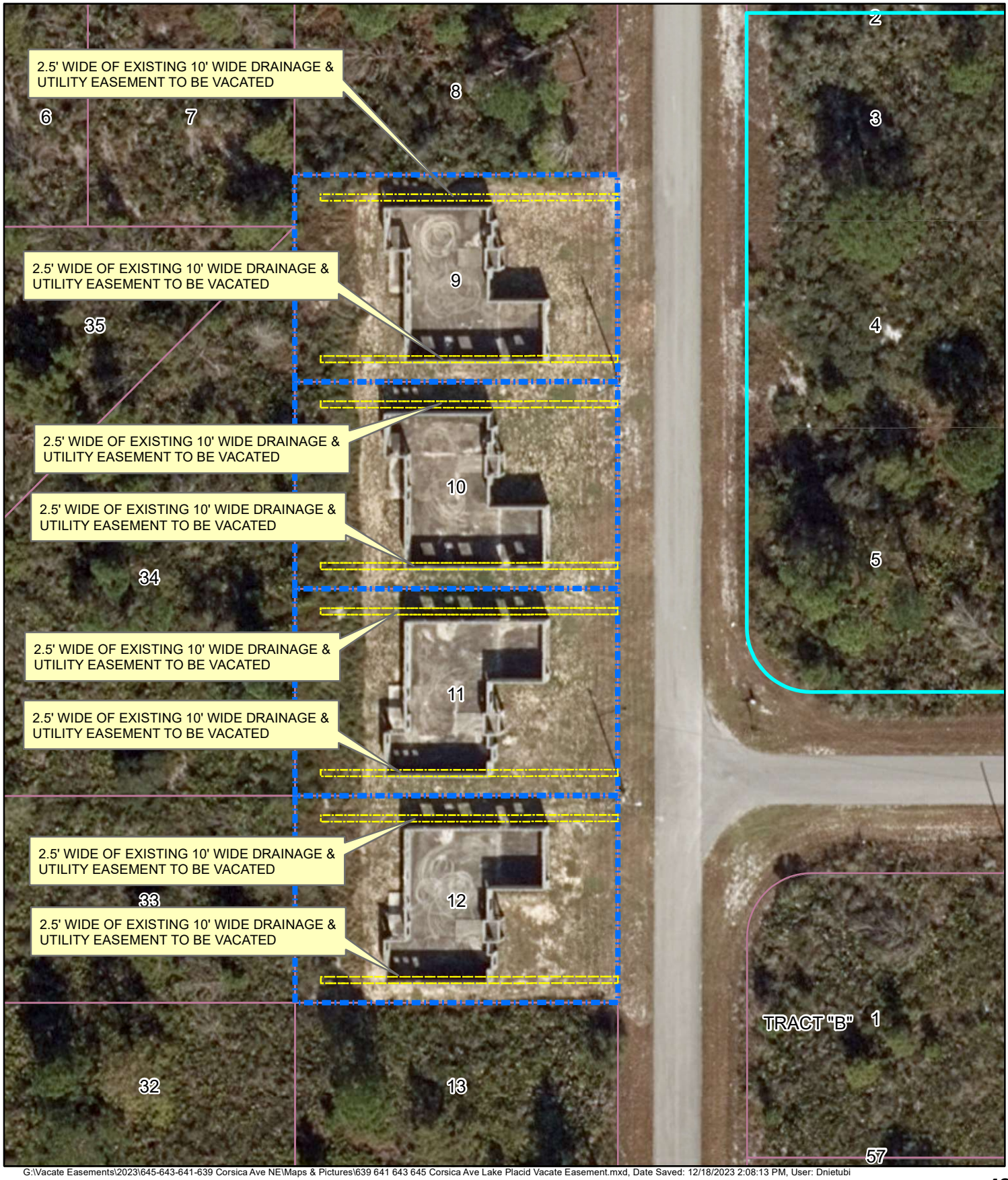
I will publish the Notice of Public Hearing in no less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing, and will have proof of publication in your office prior to the date of hearing.

Sykes Services LLC

By: _____

Edward Sykes, MGRM

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid



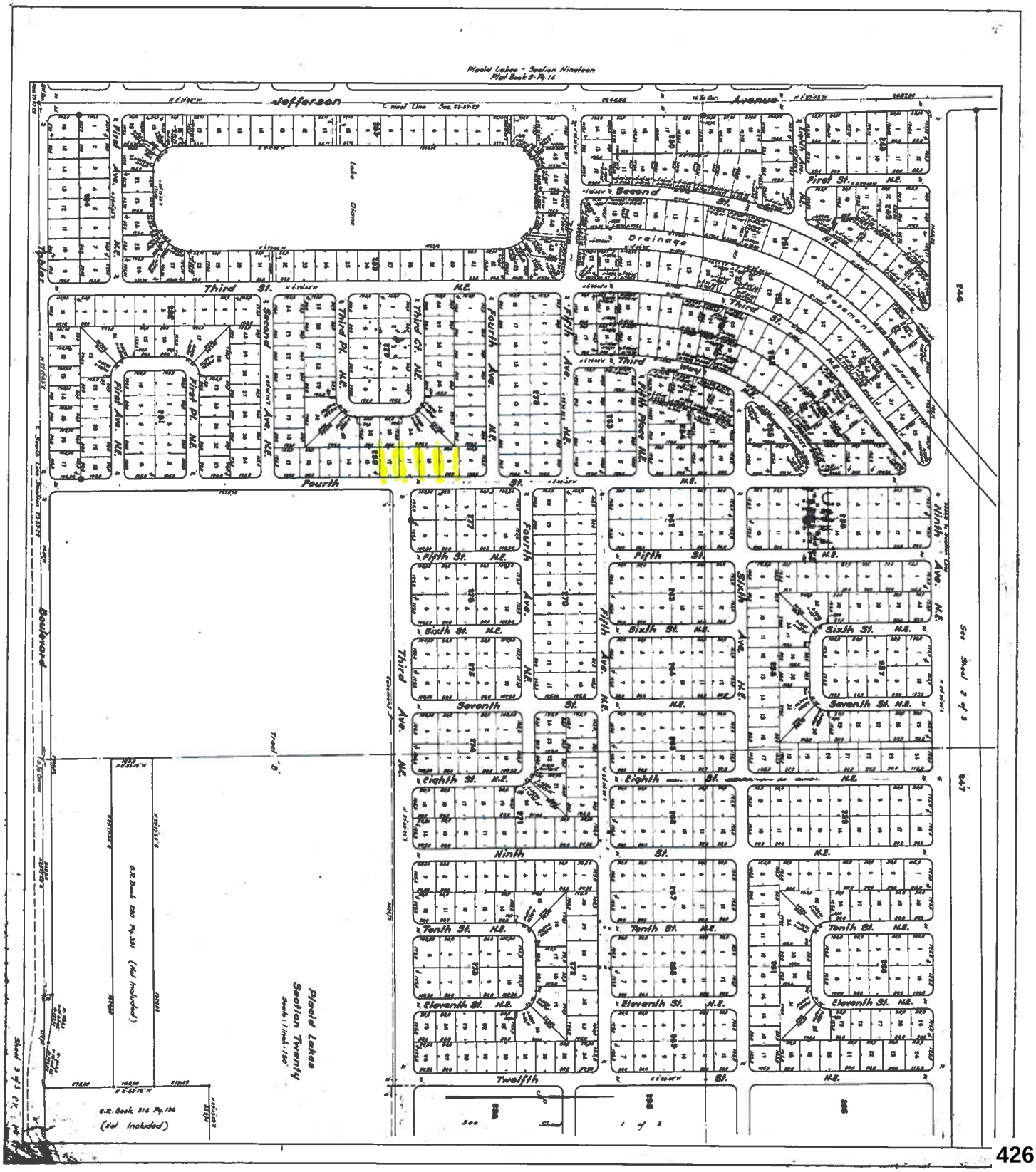
G:\Vacate Easements\2023\645-643-641-639 Corsica Ave NE\Maps & Pictures\639 641 643 645 Corsica Ave Lake Placid Vacate Easement.mxd, Date Saved: 12/18/2023 2:08:13 PM, User: Dnietubi

PLAT BK. 9, PG. 31
Sheet 3 of 3 Sheets

* Vacating & abandoning an easement
Per O.R. Bk. 1161, Pg. 1194....

* Vacating easement in Block 252
per O.R. Book 1423, Pg 1008

* Vacating Easement in part L.S. 6
Sec. 27 & Sec. 28.
Per O.R. Bk. 1918, Pg. 1377

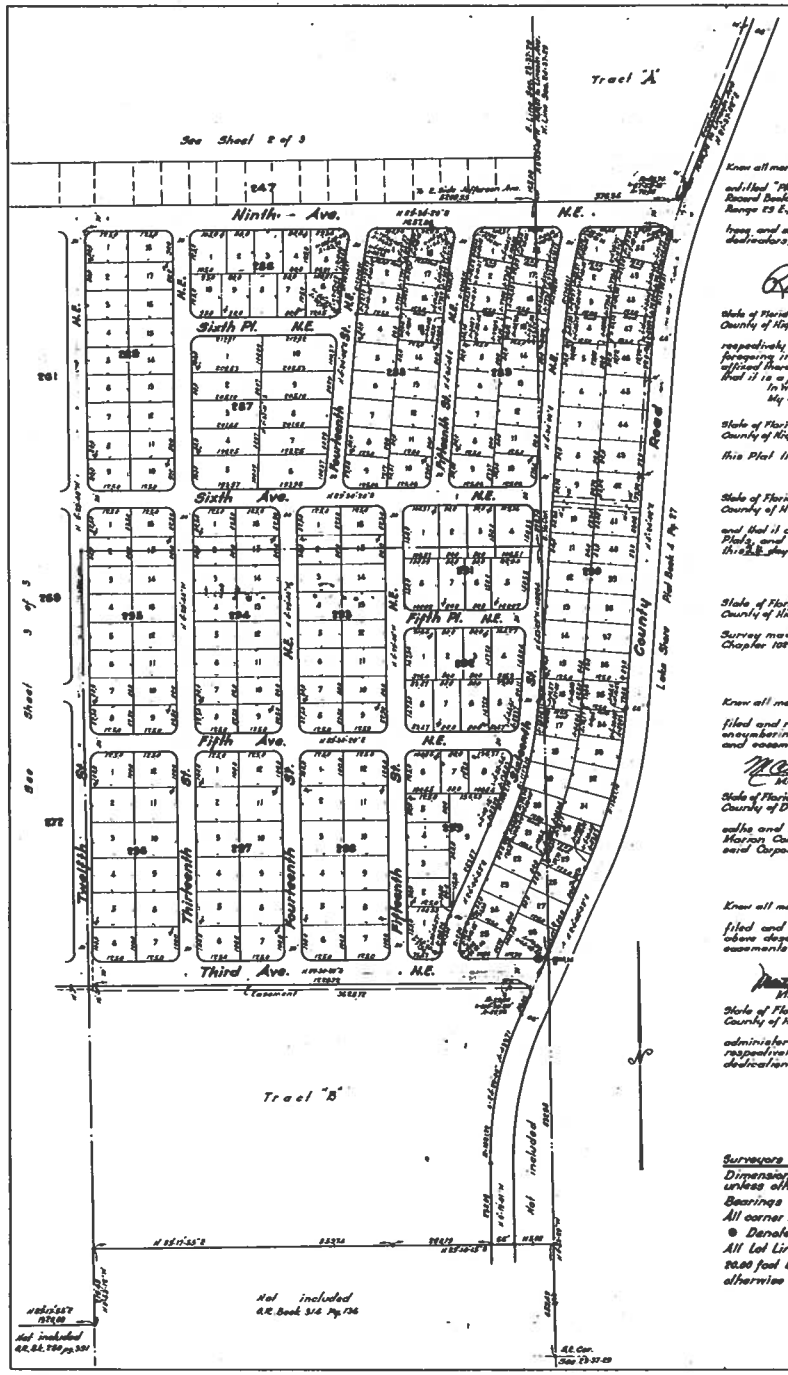


PLAT BK 9, PG. 31
Sheet 2 of 3 Sheets

* VACATING PART OF EASE MENT PER O.R. BK. 1047, PG. 171

* Vacating part of easement per O.R. Bk. 983 pg. 110.

* Vacating part of easement per O.R. Bk. 947 pg. 422



Placid Lakes ~ Section Twenty

A Sub-division lying in Sections 23 and 24, Twp. 37S., Rge. 29 E., Highlands County - Florida.

Scale: 1:150ft. July - 1970.

Know all men by these presents: That Lake Placid Holding Company, a Florida, corporation, has caused to be made the attached Plat of the property entitled "Placid Lakes - Section Twenty", being a subdivision of Section 23, Twp. 37 S., Range 29 E., less two Parcels as described in Official Record Book 280 at Page 391 and Official Record Book 314 at Page 136, respectively, and including that Portion of Section 24, Twp. 37 S., Range 29 E., lying North of the County Road, all lying and being in Highlands County, Florida.

That the Streets, Avenues and Canal as shown hereon, together with all existing and future planting trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving unto dedicators, their heirs, successors or assigns, the reversion or reversions thereof whenever discontinued by law.

In Witness whereof we have hereunto set our hands and corporate seal this 25 day of August A.D. 1970.

Lake Placid Holding Co.

Roland Tobler Secy. — August Tobler President

State of Florida, County of Highlands, S-S.

I Hereby Certify: that before me this day personally appeared August Tobler and Roland Tobler, President and Secretary respectively of Lake Placid Holding Co., a Florida Corporation, to my well known to be the persons described in and who executed the foregoing instrument as such officers, and who acknowledged that they executed the same freely and voluntarily, and they affixed thereto the official seal of said corporation all by and with the authority of the Board of Directors of said corporation, and that it is a free act of said corporation.

In Witness whereof I have hereunto set my hand and official seal this 25 day of August A.D. 1970.

My commission expires 10/14/70 — Notary Public State of Florida at large

State of Florida, County of Highlands, S-S.

This is to Certify: that the Board of County Commissioners of Highlands County, Florida has officially approved this Plat this 15 day of Sept. A.D. 1970.

Attest: Earl Rich Clerk of Circuit Court — By: Chairman

State of Florida, County of Highlands S-S.

I, Earl Rich, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined this Plat and that it complies in all with the laws of the State of Florida regulating the making, Surveying and the filing of Maps and Plats, and have this day filed same for record in Book 9 of Plats at Page 31 of the Public Records of Highlands County, Florida this 28 day of Sept. A.D. 1970.

Witness my hand and seal at Sebring, Highlands County, Florida, this 29 day of Sept A.D. 1970.

Earl Rich Clerk of the Circuit Court

State of Florida, County of Highlands. S-S.

I Hereby Certify: that the attached Plat as described hereon is a true and correct representation of a recent Survey made under my direction; Also that the Permanent Reference Monuments have been set in accordance with Section 7, Chapter 10276 (No 269) Laws of the State of Florida.

By: Fred H. Schwagen, Registered Land Surveyor No 1917, State of Florida

Know all men by these presents: That Universal Marion Corporation the owner and holder of that certain mortgage dated Dec 27 1969 filed and recorded in Official Record Book 346 at Page 218 of the Public Records of Highlands County, Florida, an encumbering the above described property, do hereby consent to the filing of this Plat and join in the dedication of thoroughfares and easements shown thereon.

Universal Marion Corporation

M.C. Tamberlin Secy. — John B. Manahy President

State of Florida, County of Duval. S-S.

I Hereby Certify: that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, John B. Manahy and M.C. Tamberlin, President and Secretary respectively of Universal Marion Corporation, and they acknowledged before me that they executed the foregoing dedication as such officers of said Corporation in the name of said Corporation.

In Witness Whereof I have hereunto set my hand and seal this 12th day of August A.D. 1970.

My commission expires 10-16-70 — Notary Public State of Florida at large

Know all men by these presents: That Consolidated-Tamoka Land Co. the owner and holder of that certain mortgage dated August 11, 1969 filed and recorded in Official Record Book 314 at Page 136 of the Public Records of Highlands County, Florida, encumbering the above described property, do hereby consent to the filing of this Plat and join in the dedication of thoroughfares and easements shown thereon.

Consolidated-Tamoka Land Co.

Martha Lauderback Secretary — J.F. Holzenbach Vice President

State of Florida, County of Highlands, SS.

I hereby certify: that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, J.F. Holzenbach and Martha Lauderback, Vice President and Secretary respectively of Consolidated-Tamoka Land Co., and they acknowledged before me that they executed the foregoing dedication as such officers of said Company, in the name of said Company.

In Witness Whereof I have hereunto set my hand and seal this 31st day of July A.D. 1970.

My commission expires August 26, 1970 — Notary Public State of Florida at large

Surveyors Notes.

Dimensions on corner lots are to the intersection of the Block Lines extended unless otherwise shown.

Bearings determined by an Assumed Meridian.

All corner radii are 25.00 feet unless otherwise shown.

● Denotes a Permanent Reference Monument.

All Lot Lines, both Side and Rear, to be used as the Center-line of a 10.00 foot Easement for Drainage and/or Utility Purposes unless otherwise shown.

Approved: _____ County Surveyor

Approved: R.P. Dwyer County Attorney

Sheet 1 of 3 Sheets

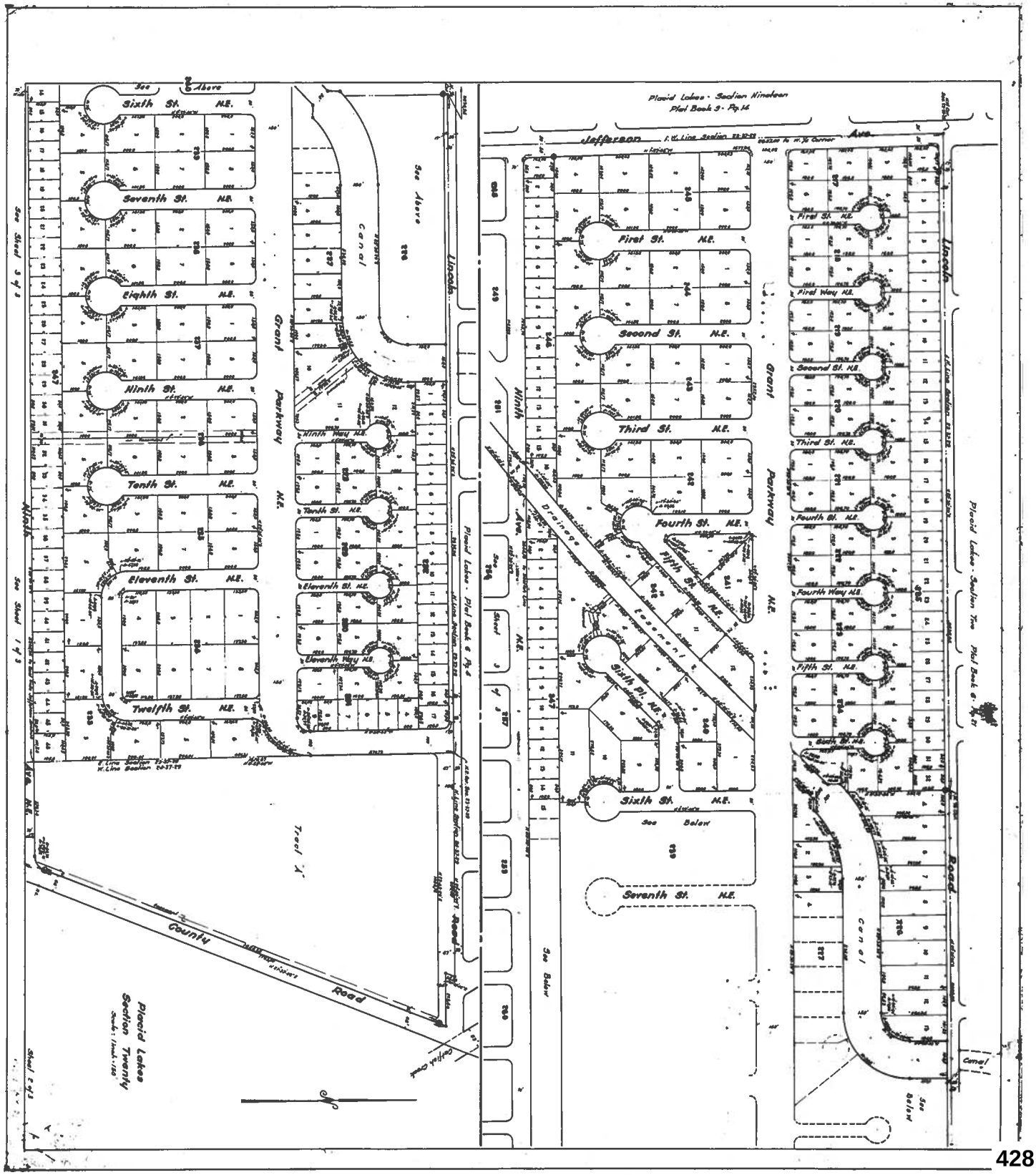
* Vacating part of easement per OR Bk. 1106 pg 1254.

* Vacate Easement Per O.R. Bk. 1289 Pg. 1224

* Vacate Easement Per O.R. Bk. 1417 Pg. 579

* Vacate Easement Per O.R. Bk. 1486 Pg. 1925

PLAT BK. 9, PG. 31
Sheet 2 of 3 Sheets



AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement Hearing 4/16

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:

March 15, 2024, March 22, 2024

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 March 2024 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 00152032

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 AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Sykes Services, LLC will on the **16th** day of **April, 2024** 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 easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

C-14-37-29-200-2800-0090
639 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 9, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0100
641 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 10, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0110
643 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 11 Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0120
645 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 12, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida.

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 will need a record of the proceedings, and for such purpose he 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 nondiscriminatory 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@hlandsfl.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
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
March 15, 22, 2024

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Sykes Services, LLC will on the **16th** day of **April, 2024**, 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 easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

C-14-37-29-200-2800-0090
639 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 9, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0100
641 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 10, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0110
643 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 11 Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida; and

C-14-37-29-200-2800-0120
645 Corsica Ave NE, Lake Placid, FL 33852
The South 2.5 feet of the North 10 feet, less the West 10 feet, and the North 2.5 feet of the South 10 feet, less the West 10 feet, of Lot 12, Block 280, Placid Lakes Section 20, according to the plat thereof recorded in Plat Book 9, Page 31, of the Public Records of Highlands County, Florida.

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 will need a record of the proceedings, and for such purpose, he 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 nondiscriminatory 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@highlandsfl.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
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
March 15, 22, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:	**Melony Culpepper, Project Manager** **James D. Langford, P.E., County Engineer**
SUBJECT/TITLE:	**Request adoption of Resolution 23-24-89 to approve a Small County Outreach Program (SCOP)/Small County Road Assistance Program (SCRAP) Agreement for the widening and resurfacing of a portion of Lake Josephine Drive, and request adoption of Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate funds to Project Number 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point).**

STATEMENT OF ISSUE

Attached for your review and approval is the SCOP/SCRAP Agreement between FDOT and Highlands County, and Resolution 23-24-89 authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 23057 for the design, construction, and construction engineering and inspection (CEI) for the widening and resurfacing of Lake Josephine Drive from Orange Blossom Boulevard to east of Sentinel Point, approximately 1.930 miles, in the total grant amount of $2,656,129.00. Also included for your review and approval is Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate the funds for this project.

FDOT is willing to provide the County with financial assistance under the FDOT Financial Project No. 445073-1-54-01/02, in the total grant amount of $2,656,129.00, for the Lake Josephine Drive improvements from Orange Blossom Boulevard to east of Sentinel Point. The proposed construction will primarily consist of milling and resurfacing, with some reconstruction to widen the roadway to a minimum of 11-foot lanes. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved construction documents and that it will meet all applicable FDOT standards. The intent at this time is for the design and CEI to be done by County forces. In the event the County proceeds with the design and CEI for the project with its own forces, the County will only be reimbursed for direct costs (this excludes general and administrative overhead).

The Board Attorney has reviewed and approved the FDOT SCOP/SCRAP Agreement and the accompanying resolution. Melony Culpepper is the project manager for this project under the direct supervision of the Assistant County Engineer. The Assistant County Engineer is the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-89 to approve a Small County Outreach Program (SCOP)/Small County Road Assistance Program (SCRAP) Agreement for the widening and resurfacing of a portion of Lake Josephine Drive and request adoption of Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate funds to Project Number 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $2,656,129.00 and will be appropriated in Project 23057 Lake Josephine Drive (Orange Blossom Blvd to east of Sentinel Point).

Attachments: Lake Josephine Drive Location Map.pdf
Res. 23-24.89.FDOT Project 445073-1-54-0102.pdf
445073-1 Draft State Funded Grant Agreement.pdf
23-24-74 Proj 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) (Resolution).pdf
23-24-060 Proj 23057 Lk Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) (BA).pdf

Highlands County Engineering Department
SCOP Priority Project
Lake Josephine Drive

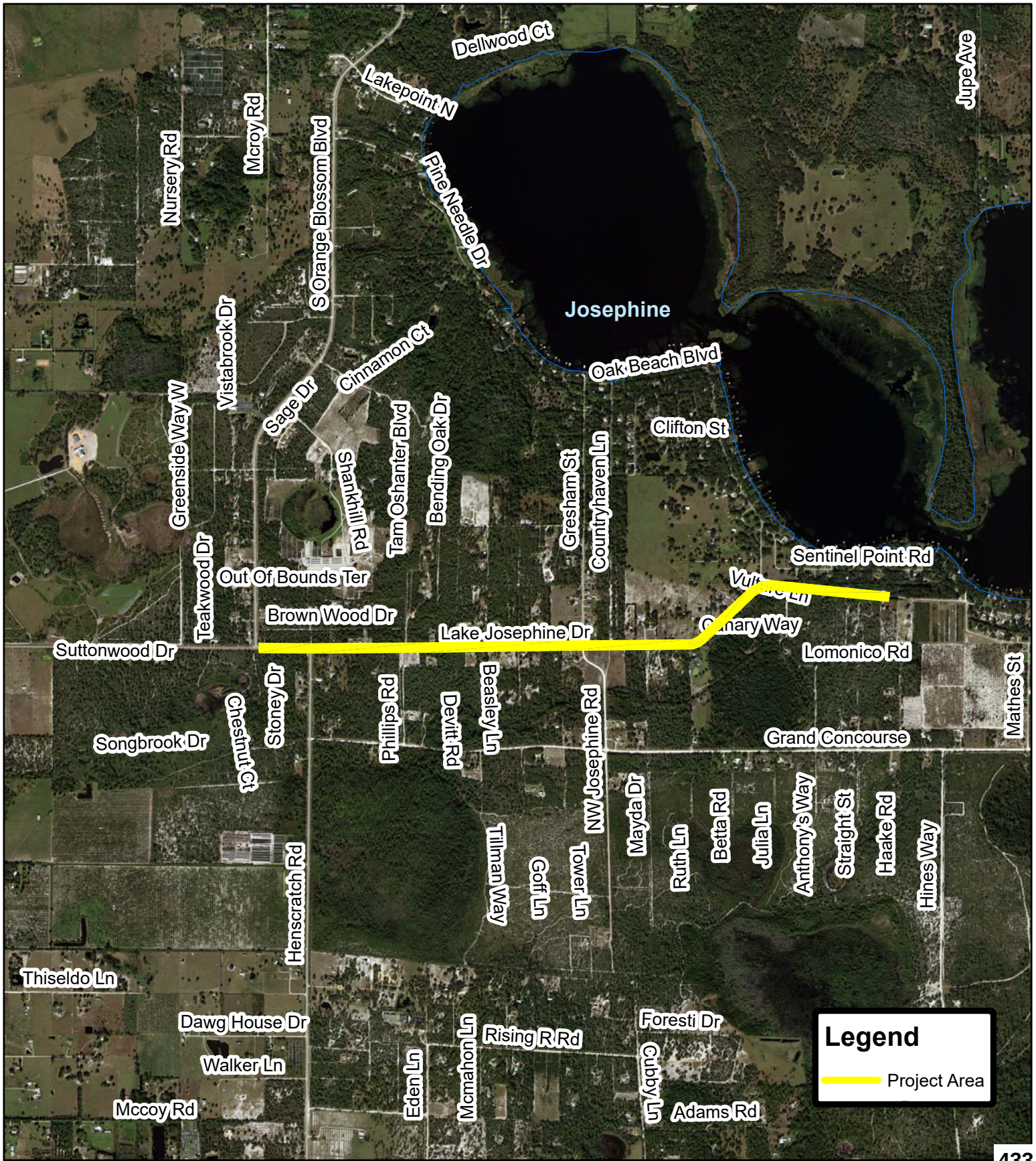
From: South Orange Blossom Boulevard to the East 1.93 Miles

For Reference Only - Not A Boundary Survey

Map Created: 2018

Prepared By: Stacey Mahoney
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 2,000 feet



RESOLUTION NO. 23-24-89

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO COUNTY SMALL COUNTY OUTREACH PROGRAM AND SMALL COUNTY ROAD ASSISTANCE PROGRAM GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) IDENTIFIED BY FINANCIAL PROJECT NO.: 445073-1-54-01/02; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; 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, Highlands County applied for the a Small County Outreach Program Grant and a Small County Road Assistance Program Grant for design, construction, and construction engineering inspection services for the widening and resurfacing of a two-land roadway on Lake Josephine Drive from Orange Blossom Boulevard to east of Sentinel Point, hereinafter referred to as the "Project"; and;

WHEREAS, FDOT has awarded a County Incentive Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 445073-1-54-01/02; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.** The Small County Road Assistance Grant and Small County Outreach Program Agreement, identified through FDOT Financial Project No.: 445073-1-54-01/02, for the Project, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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 Small County Outreach Grant and Small County Road Assistance Program Grant identified through FDOT Financial Project No.: 445073-1-54-01/02, 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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 445073-1-54-01/02

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

STATE-FUNDED GRANT AGREEMENT

FPN: 445073-1-54-01/02	Fund: GRSC/SCED/SCOP/SCWR	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:09	Contract No:	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering and inspection for the widening and resurfacing of a two-lane roadway on Lake Josephine Drive from Orange Blossom Boulevard to east of Sentinel Point, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $2,656,129.00 (Two Million Six Hundred Fifty-Six Thousand One Hundred Twenty-Nine Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $2,656,129.00 (Two Million Six Hundred Fifty-Six Thousand One Hundred Twenty-Nine Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient 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 approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and 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 contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HIGHLANDS COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

DS

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445073-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.930 Miles / 0.163 to 2.093

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Highlands County in connection with the design, construction, and CEI for the widening & resurfacing of Lake Josephine Dr. from Orange Blossom Blvd. to E of Sentinel Point, approximately 10,200 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preperation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This

includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2025
b) Right-of-Way to be certified by December 31, 2025
c) Construction contract to be let by June 30, 2026
d) Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 600 South Commerce Avenue Sebring, FL 33870	445073-1-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **23/24**	Maximum Department Participation (GRSC)	$232,533.00	$	$232,533.00	☐ In-Kind ☐ Cash
FY: **23/24**	Maximum Department Participation (SCED/SCOP)	$71,383.00	$	$71,383.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$303,916.00 100.00%	$ 0.00 %	$303,916.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54) FY: **23/24**	Maximum Department Participation (SCRA))	$1,747,280.00	$	$1,747,280.00	☐ In-Kind ☐ Cash
FY: **23/24**	Maximum Department Participation (SCWR)	$604,933.00	$	$604,933.00	☐ In-Kind ☐ Cash
	Total Cost	$2,352,213.00 100.00%	$ 0.00 %	$2,352,213.00 100.00%	
	TOTAL COST OF THE PROJECT	$2,656,129.00	$ 0.00	$2,656,129.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133036607A4144B...

03/04/2024 | 12:55 PM EST

Signature Date

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands County

PROJECT DESCRIPTION:The design, construction, and construction engineering inspection for the widening and resurfacing of a two-lane roadway on Lake Josephine Drive from Orange Blossom Boulevard to east of Sentinel Point.

FPID#: 445073-1-54-01/02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: 8AE78428-CA83-4756-A395-9B50C96A5DA8

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $2,656,129.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION NO. 23-24-74

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-060 TO THE INFRASTRUCTURE SURTAX 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 Infrastructure Surtax 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 23-24-060 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) in the design, construction, and construction engineering inspection (CEI) of Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point) in the amount of $2,656,129.00.

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 16th day of April 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
March 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/1/2024**

SUBMITTED BY: **JD Langford, P.E., County Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **23057** PROJECT TITLE(S): **Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point)** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3344950Z**	**Project DOT Grant**	**23057**	**0.00**	**2,656,129.00**		**2,656,129.00**
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**23057**	**0.00**	**2,656,129.00**		**2,656,129.00**

REASON: **This Budget Ammendment is necessary to allocate funds and set-up a budget for the project and add the $2,656,129.00 in funding from Florida Department of Transportation (FDOT).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-060**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Kenya Anderson, Senior Project Manager**
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: **Request adoption of Resolution 23-24-90 to approve a Small County Road Assistance Program (SCRAP) Agreement for the resurfacing of a portion of Arbuckle Creek Road, and request adoption of Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate funds to Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).**

STATEMENT OF ISSUE

Attached for your review and approval is the SCRAP Agreement between FDOT and Highlands County, and Resolution 23-24-90 authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 23058 for the design, construction, and construction engineering and inspection (CEI) for the resurfacing of Arbuckle Creek Road from Arbuckle Creek Bridge to Riverdale Road, approximately 15,400 feet, in the total grant amount of $1,733,626.00. Also included for your review and approval is Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate the funds for this project.

FDOT is willing to provide the County with financial assistance under the FDOT Financial Project No. 445063-1-54-01, in the total grant amount of $1,733,626.00, for the Arbuckle Creek Road improvements from the Arbuckle Creek Bridge to Riverdale Road. The proposed construction will primarily consist of milling and resurfacing and intersection improvements. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved construction documents and that it will meet all applicable FDOT standards. The intent at this time is for the design, CEI, and construction to be done by County forces. In the event the County proceeds with the design, construction and CEI for the project with its own forces, the County will only be reimbursed for direct costs (this excludes general and administrative overhead).

The Board Attorney has reviewed and approved the FDOT SCRAP Agreement and the accompanying resolution. Kenya A. Anderson is the project manager for this project under the direct supervision of the Assistant County Engineer. The Assistant County Engineer is the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-90 to approve a Small County Road Assistance Program (SCRAP) Agreement for the resurfacing of a portion of Arbuckle Creek Road, and request adoption of Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate funds to Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects) in the amount of $1,733,626.00 and will be appropriated in Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).

Attachments: 23-24-061 Proj 23058 Arbuckle Creek Rd (Bridge to Riverdale) (BA).pdf
23-24-061R Project 23058 Arbuckle Creek Rd (Bridge to Riverdale) (Resolution).pdf
445063-1 Draft State Funded Agreement.pdf
Arbuckle Riverdale Road to Bridge - Location Map.pdf
Res. 23-24.90.FDOT Project 445063-1-54-01.SGS.pdf

REVIEWED
O.M.B DEPARTMENT
March 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/1/2024**

SUBMITTED BY: **JD Langford, P.E., County Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **23058** PROJECT TITLE(S): **Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd)** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3344950Z**	**Project DOT Grant**	**23058**	**0.00**	**1,733,626.00**		**1,733,626.00**
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**23058**	**0.00**	**1,733,626.00**		**1,733,626.00**

REASON: **This Budget Ammendment is necessary to allocate funds and set-up a budget for the project and add the $1,733,626.00 in funding from Florida Department of Transportation (FDOT).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-061**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-75

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-061 TO THE INFRASTRUCTURE SURTAX 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 Infrastructure Surtax 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 23-24-061 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 23058 Arbuckle Creek Rd (Bridge to Riverdale Rd) in the design, construction, and construction engineering inspection (CEI) of Arbuckle Creek Rd (Bridge to Riverdale Rd) in the amount of $1,733,626.00.

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 19th day of March 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

STATE-FUNDED GRANT AGREEMENT

FPN: 445063-1-54-01	Fund: SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:09	Contract No:	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the resurfacing of a two-lane roadway on Arbuckle Creek Road from Arbuckle Creek Bridge to Riverdale Road , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $1,733,626.00 (One Million Seven Hundred Thirty-Three Thousand Six Hundred Twenty-Six Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $1,733,626.00 (One Million Seven Hundred Thirty-Three Thousand Six Hundred Twenty-Six Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient 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 approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and 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 contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HIGHLANDS COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

DS

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445063-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 2.916 Miles / 9.134 to 12.095

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Highlands County in connection with the design, construction, and CEI for the resurfacing of Arbuckle Creek Rd. from Arbuckle Creek Bridge to Riverdale Rd., approximately 15,400 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preperation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to County specifications.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Evaluate the need for Design Variations or Exceptions that include but are not limited to: roadside hardware (guardrail).
7. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
9. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
10. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
11. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
12. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
14. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2025
b) Right-of-Way to be certified by December 31, 2025
c) Construction contract to be let by June 30, 2026
d) Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 600 South Commerce Avenue Sebring, FL 33870	445063-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **23/24**	Maximum Department Participation (SCRA)	$1,733,626.00	$	$1,733,626.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,733,626.00 100.00%	$ 0.00 %	$1,733,626.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,733,626.00	$ 0.00	$1,733,626.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
03/04/2024 | 12:55 PM EST
Signature Date

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands County

PROJECT DESCRIPTION:The resurfacing of two-lane roadwaay on Arbuckle Creek Road from Arbuckle Creek Bridge to Riverdale Road.

FPID#: 445063-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: 15B70193-6BA4-4756-A032-97C98801B483

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $1,733,626.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Highlands County Engineering Department

SCRAP Priority Project
Arbuckle Creek Road

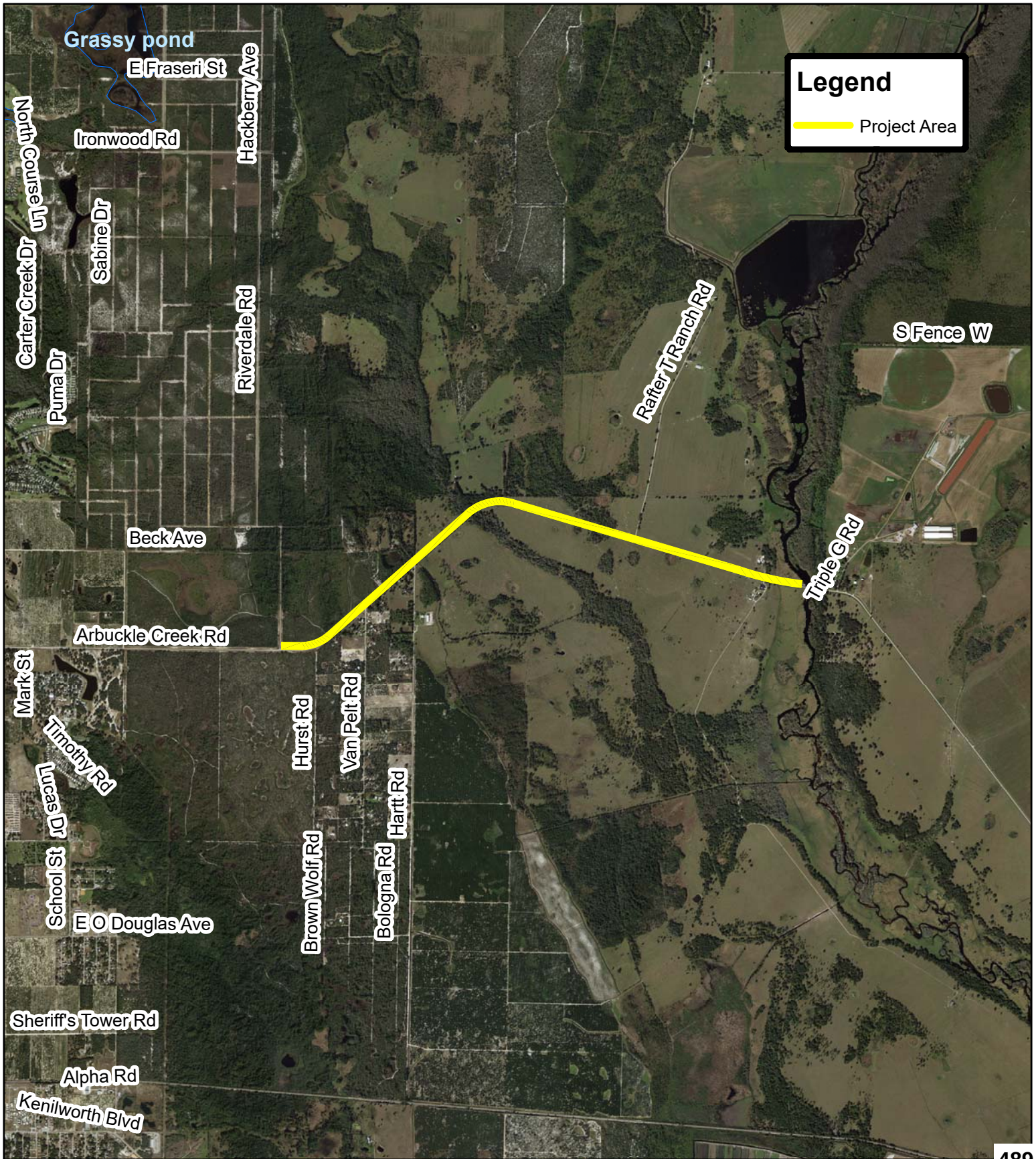
From: Riverdale Road to Arbuckle Bridge

For Reference Only - Not A Boundary Survey

Map Created: 2018

Prepared By: Stacey Mahoney
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 3,500 feet



RESOLUTION NO. 23-24-90

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SMALL COUNTY ROAD ASSISTANCE GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) IDENTIFIED BY FINANCIAL PROJECT NO.: 445063-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; 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, Highlands County applied for the Small County Road Assistance Program Grant for design, construction, and construction engineering inspection services for the resurfacing of a two-lane roadway on Arbuckle Creek Road from Arbuckle Creek Bridge to Riverdale Road, hereinafter referred to as the "Project"; and;

WHEREAS, FDOT has awarded a Small County Road Assistance Program Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 445063-1-54-01; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.** Small County Road Assistance Grant Agreement, identified through FDOT Financial Project No.: 445063-1-54-01, for the Project, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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 Small County Road Assistance Program Grant identified through FDOT Financial Project No.: 445063-1-54-01, 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 ___ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 445063-1-54-01

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

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 April 8, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 16, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from to April 2, 2024, to April 15, 2024

Attachments: