

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, May 02, 2023
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 County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, May 2, 2023, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, May 9, 2023, at 3:00 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 May 18, 2023 as "International Museum Day" in Highlands County*
Casey Wohl Hartt, Lead Marketing Consultant
No fiscal impact
[2023_Museum_Day_Proclamation.docx](#)
- 6.B *Request approval of a Proclamation recognizing May 7-13, 2023 as "National Travel and Tourism Week" in Highlands County, Florida.*
Casey Wohl Hartt, Lead Marketing Consultant
No fiscal impact
[2023_Tourism_Week_Proclamation.docx](#)
- 6.C *Request approval of a Proclamation declaring May 4, 2023 as "National OJ Day" in Highlands County.*
Raymond Royce, Highlands County Citrus Growers Association, Inc.
No fiscal impact
[2023 National OJ Proclamation.doc](#)
- 6.D *Request approval of a Proclamation recognizing May 2023, as "Historic Preservation*

Month" in Highlands County.

Sergio Garcia, Planner I

No fiscal impact.

[Highlands County Historic Preservation Month Proclamation 2023.pdf](#)

- 6.E *Request approval of Proclamation recognizing May 21-27, 2023, as "Emergency Medical Services Week" in Highlands County.*

E. Laney Stearns, Public Safety Director

There is no fiscal impact.

[Proclamation-EMS_Week 2023.docx](#)

- 6.F *Presentation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022.*

Julie Fowler, CPA

Signing Director, Clifton Larson Allen (CLA)

No fiscal impact

[BOCC 2022 Audit Presentation.pptx](#)

7 PUBLIC COMMENT

10:00 a.m. BREAK for a centennial mural celebration

8 CONSENT AGENDA

- 8.A *Request adoption of Resolution 22-23-95 to approve the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation Work Order and Inventory for fiscal year 2023-2024.*
JD Langford, P.E., County Engineer
Upon approval of the agreement, the County will receive \$247,579.60 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 23/24 which will be budgeted in the FY 23/24 budget.
[Res. 22-23-95.FDOT Project 412579-1-78-02.SGS.pdf](#)
- 8.B *Request approval of the Encroachment Agreement between Highlands County and Nathan's Homes, Inc.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Bittersweet Encroachment Agreement.pdf](#)
- 8.C *Request adoption of Budget Amendment 22-23-084 to transfer funds for Morgan Path (Project #22059) roadway construction.*
Jonathan Harrison, Road & Bridge Director
There is no fiscal impact to Fund 151 or the overall budget. This budget amendment is merely transferring unused adopted funds from 4102A 56301Z (Reconstruct Funds) and re-appropriating said funds into Project 22059 (Morgan Path) in the amount of \$418,000.00.
[22-23-084 Project 22059 Morgan Path \(BA\).pdf](#)
- 8.D *Request adoption of Resolution 22-23-083R for Budget Amendment 22-23-083R for project 22030 R&B Main Building Expansion.*
Brandon Gunn, Projects Manager
The fiscal impact to Fund 005 (General) is a net of \$0 as Project 20083 is being

closed/unfunded and then being reappropriated in order to transfer the \$100,000 to Fund 151 (Infrastructure Surtax), cost center 4102A (Transportation Projects), account 56200Z (Project Buildings) resulting in a fiscal impact increase to Fund 151 (Infrastructure Surtax) in the amount of \$100,000.

[22-23-083R Project 22030 R&B Main Bldg Expansion.pdf](#)

[22-23-083 Project 22030 R&B Main Bldg Expansion.pdf](#)

- 8.E *Request approval of term extension for Contract with Truist Bank for county banking services and authorization for Chairman/Vice-Chairman to execute any necessary documentation related to the extension.*

Sally B. Hood, Accounting and Finance Director

Highlands County Clerk of Courts

Estimated annual interest earnings are \$987,350 and the annual estimated fees are \$40,866, which is an estimated net annual fiscal impact of \$946,484. The interest rate will be decreasing from 2.15% to 1.75%.

[Suntrust SIGNED Treas Mgmt Master Agreement 2.19.20.pdf](#)

[Highlands County BOCC Banking Extension 2023.pdf](#)

- 8.F *Request approval of Budget Amendment 22-23-090 to provide funds for the Sebring Falls ditch cleanout.*

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

There is no fiscal impact to Fund 005 (General Fund) or the overall FY 22/23 budget as funds in the amount of \$25,000 were budgeted in FY 22/23 in Fund 005 (General Fund) in Account 59900 (Reserve for Contingency).

[22-23-090 Proj 22064 Sebring Falls Ditch Cleanouts.pdf](#)

[Board Meeting Minutes - April 18, 2000.pdf](#)

- 8.G *Request adoption of Resolution 22-23-103 for Budget Amendment 22-23-089 regarding the FY 22/23 Hurricane Housing Recovery Program (HHRP) funds in the amount of \$167,860.*

Lucy Castillo, Housing Programs Coordinator

The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2022-2023 in the amount of \$167,860 (SHIP Phase 30).

[22-23-089 Project 20366 SHIP Realignment.pdf](#)

[22-23-089R Proj 20366 SHIP Realignment.pdf](#)

- 8.H *Request approval of Letter of support for the Culvert Replacement Project in the Istokpoga Marsh Watershed Improvement District (IMWID).*

Laurie Hurner, County Administrator

No Fiscal Impact

[IMWID Culvert Replacement Letter of Support BOCC.SGS.docx](#)

- 8.I *Request approval of TOA #1-2 with Chastain Skillman, Inc. for Bald Eagle Monitoring Services and Budget Amendment 22-23-088 for funds for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Material Project No. 20045.*

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

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 22/23 budget as funds in the amount of \$10,0000.00 were budgeted in FY 22/23 for professional services in Cost Center 4210 (Refuse Disposal), Account 53100 (Professional Services).

[22-23-088 Project 20045 HCSWMC Borrow Pit Mining.pdf](#)

- 8.J *Request adoption of Resolution 22-23-105 for Budget Amendment 22-23-091 to assign and appropriate funds for Project 22058 Elections Security Grant funds for FY22/23.*
Karen Healy, Supervisor of Elections
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$40,575.00, which is being appropriated in project 22058 (Elections Security Grant), account 55200Z (Project Operating Supplies) for the full amount awarded.
[22-23-091 Project 22058 Elections Security Grant 22-23 \(BA\).pdf](#)
[22-23-091R Proj 22058 Elections Security Grant 22-23 \(Resolution\).pdf](#)
- 8.K *Request adoption of Resolution 22-23-106, establishing a minimum tax bill notice amount pursuant to Florida Statutes, Section 197.212, and providing instructions to the Tax Collector and Property Appraiser regarding the minimum tax bill notice amount.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Resolution_Minimum_Tax_Bill_Notice_Amount.SGS.docx](#)
[Office Memo- Minimum Tax.pdf](#)
- 8.L *Request adoption of Resolution 22-23-96 for Budget Amendment 22-23-082 to assign and appropriate funds for Project 22057, Florida Association of Rural EMS Grant funds for FY22/23.*
E. Laney Stearns, Public Safety Director
The fiscal impact is an increase to Fund 005 (General) to be appropriated in Cost Center 5105 (EMS), Account 55200Z (Operating Supplies) in the amount of \$10,905.02; and an increase to Fund 181 (Fire Assessment) to be appropriated in Cost Center 3217 (Fire Assessment), Account 55200Z (Operating Supplies) in the amount of \$7,270.02 for a combined total of \$18,175.04.
[22-23-082 Project 22057 FAREMS Grant \(BA\).pdf](#)
[22-23-082R Proj 22057 FAREMS Grant \(Resolution\).pdf](#)

9 COMMITTEE ASSIGNMENTS:

- 9.A *Request to appoint Drew Bishop, Realtor with Keller Williams, to the Highlands County Industrial Development Authority and Economic Development Council.*
Jeff King, Executive Manager of Business and Economic Development
[Bishop Application for Board.pdf](#)
- 9.B *Request to appoint a Regular Voting Member on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).*
Rachel Barry, Zoning Supervisor
No fiscal impact.
[J Leonardo Resume.pdf](#)
[D Miller Resume.pdf](#)
[S Pipal Resume.pdf](#)
- 9.C *Request to appoint/reappoint (2) voting members to the Construction Licensing, Enforcement and Appeals Board.*
Leah Sauls, Development Services Director

There is no fiscal impact.

[Kamla Long 2022.pdf](#)

[John Palmer 2023.pdf](#)

10 PUBLIC HEARING

- 10.A *Public Hearing to consider approval of Rapid Response Medical Transportation DBA Rapid Response EMS Rapid Response Ambulance application for a Class 1 Non-emergency Medical Transport, Class 2 Basic Life Support Ambulance, and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.*

E. Laney Stearns, Public Safety Director

No fiscal impact

[Application.pdf](#)

[Liability Insurance Certificate 2023.pdf](#)

[Rapid Response \(1\).pdf](#)

[Class 1 COPCN.pdf](#)

[class 2 & 3 COPCN.pdf](#)

11 ACTION AGENDA

- 11.A *Request adoption of Resolution No. 22-23-60 to Vacate a Drainage Easement – 230 and 242 Commercial Place, Sebring, FL 33870*

James Langford, P.E., County Engineer

No Fiscal Impact.

[VOE Petition - 230 & 242 Commercial Place Agenda 01.30.2023.pdf](#)

- 11.B *Request adoption of Resolution 22-23-84 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the design and construction associated with the widening and resurfacing of Beacon Avenue from SR 17 to Sebring Parkway Phase III, approximately one (1) mile, in the total grant amount of \$1,419,207.00 and adoption of Resolution 22-23-100 for Budget Amendment 22-23-087 to appropriate funds to Project Number 22060.*

James D. Langford, P.E., County Engineer

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of \$1,496,161.00 and will be appropriated in Project 22060 (Beacon Avenue Widening).

[Res. 22-23.84.FDOT Project 445071-1-54-01_SGS.pdf](#)

[22-23-100R Project 22060 Beacon Ave. Widening.pdf](#)

[22-23-087 Proj 22060 - Beacon Ave Widening.pdf](#)

- 11.C *Request adoption of Resolution 22-23-85 to approve a Small County Road Assistance Program (SCRAP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the resurfacing of CR 64 from S Angelo Lake Road to E Butler Road, and adoption of Resolution 22-23-98 for Budget Amendment 22-23-085 to appropriate funds to the CR 64 resurfacing project, Project Number 22062.*

Kenya A. Anderson, MSP

James D. Langford, P.E., County Engineer

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of \$1,182,628.00 and will be appropriated in Project 22062 (Resurfacing of CR 64 from S Angelo Lake Road to E Butler Road).

[CR 64 Resurfacing_Location Map.pdf](#)

[Res. 22-23.85.FDOT Project 442469-1-54-01_SGS.pdf](#)

[22-23-085R Project 22062 CR 64 Resurfacing.pdf](#)

[22-23-085 Proj 22062 CR 64 Resurfacing.pdf](#)

- 11.D *Request adoption of Resolution 22-23-86 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the rehabilitation of the Catfish Creek Road Bridge and adoption of Resolution 22-23-99 for Budget Amendment 22-23-99 to appropriate funds for the Catfish Creek Road Bridge Rehabilitation, Project Number 22061.*

Richard Oujevolk, P.E.

JD Langford, P.E., County Engineer

The fiscal impact will be an increase to Fund 4102A (Transportation Projects) in the amount of \$390,438.00 and will be appropriated in Project 22061 (Catfish Creek Road over Catfish Creek Bridge (Bridge #094026) Rehabilitation).

[Catfish Creek Bridge Rehab_Project Location Map.pdf](#)

[Res. 22-23.86.FDOT Project 446394-1-54-01_SGS.pdf](#)

[22-23-086 Proj 22061 Catfish Creek Rd Bridge Rehabilitation \(BA\).pdf](#)

[22-23-086R Project 220621 Catfish Creek Rd. Bridge Rehabilitation \(Resolution\).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.

[Commissioner's Priorities \(FINAL\) 5-2-23.pdf](#)

[Project Updates \(FINAL\) 5-2-23.pdf](#)

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from April 18, 2023, to May 1, 2023*

15 ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will

need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Casey Wohl Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of a Proclamation recognizing May 18, 2023 as "International Museum Day" in Highlands County

STATEMENT OF ISSUE

Highlands County museums will celebrate International Museum Day on May 18, 2023 with the theme "Museums, Sustainability and Well Being". The 2023 observance of International Museum Day serves as a reminder of the role museums play in raising awareness of our responsibility to preserve our natural environment for future generations.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing May 18, 2023 as "International Museum Day" in Highlands County

FISCAL IMPACT

No fiscal impact

Attachments: [2023_Museum_Day_Proclamation.docx](#)

PROCLAMATION

A Proclamation of the Highlands County Board of County Commissioners, Highlands County, Florida recognizing May 18, 2023 as “International Museum Day” in Highlands County.

WHEREAS, museums throughout Highlands County, Florida, the United States of America and the world provide unique educational and cultural opportunities that significantly enhance our quality of life; and

WHEREAS, museums play a vital role in preserving Highlands County's rich history, telling stories about our past while providing insight into our future by maintaining and nurturing historical links; and

WHEREAS, Highlands County museums will celebrate International Museum Day on May 18, 2023 in numerous ways, including offering special tours and hosting guest speakers; and

WHEREAS, with the theme, "Museums, Sustainability and Well Being" the 2023 observance of International Museum Day serves as a reminder that museums have the power to achieve sustainability in various ways including fostering inclusivity, tackling social isolation, and improving mental health.

WHEREAS, we encourage all Highlands County residents to recognize the importance of museums to our communities and to work together to preserve these valuable institutions for our enjoyment and benefit today and in the future.

NOW, THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, does hereby proclaim May 18, 2023, as

“International Museum Day” in Highlands County, Florida.

DONE AND ADOPTED THIS 2nd DAY OF MAY 2023.

Chris Campbell, Chair

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Casey Wohl Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of a Proclamation recognizing May 7-13, 2023 as "National Travel and Tourism Week" in Highlands County, Florida.

STATEMENT OF ISSUE

The first full week of May is recognized as National Travel and Tourism Week to promote the contributions of travel and tourism to our nation's economic prosperity and image around the world, and the well-being of Americans. The Proclamation highlights tourism's indirect and induced impacts on Highlands County's economy.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 7-13, 2023 as "National Travel and Tourism Week" in Highlands County, Florida

FISCAL IMPACT

No fiscal impact

Attachments: [2023_Tourism_Week_Proclamation.docx](#)

PROCLAMATION

WHEREAS, the first full week of May is recognized as National Travel and Tourism Week to promote the contributions of travel and tourism to our nation's economic prosperity and image around the world, and the well-being of Americans; and

WHEREAS, travel to and within the United States produces significant economic benefits, generates \$2.1 trillion in economic output, and supports 15 million jobs; and

WHEREAS, travel and tourism are vital components of Highlands County's diverse economy, a cornerstone of our vibrant quality of life, and a catalyst for entrepreneurship, cultural enrichment, historic preservation, community revitalization, and economic growth; and

WHEREAS, in recent year's visitor spending in Highlands County generated \$272.5 million per year, had a \$247.5 million annual economic impact to the County, provided 3,866 jobs, and saved each Highlands County household \$169/year; and

WHEREAS, the Highlands County Tourist Development Council (TDC) was established to stimulate the tourism industry in Highlands County, support the development of local tourism marketing programs, and increase the prosperity and welfare of the people of Highlands County; and

WHEREAS, in an effort to market Highlands County as a premier travel destination, the Highlands County Tourist Development Council works tirelessly—in partnership with localities, businesses, and non-profit institutions—to extend the appeal and reach of Highlands County tourism advertising and promotions; and

WHEREAS, travel and tourism professionals are devoted ambassadors for Highlands County, whose commitment to economic opportunity, community development, hospitality and progress exemplify the highest ideals and best traditions of Highlands County;

NOW, THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, does hereby recognize May 7-13, 2023, as **NATIONAL TRAVEL AND TOURISM WEEK in HIGHLANDS COUNTY, FLORIDA**, and calls this observance to the attention of all our citizens.

Done and adopted this 2nd day of May 2023.

Chris Campbell, Chair

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Raymond Royce, Highlands County Citrus Growers Association, Inc.

SUBJECT/TITLE: Request approval of a Proclamation declaring May 4, 2023 as "National OJ Day" in Highlands County.

STATEMENT OF ISSUE

This Proclamation is being presented for the Board's consideration and adoption, at the request of the Highlands County Citrus Growers Association, Inc., and acknowledges that the Florida Citrus industry has been an integral part of Florida and Highlands County's economy for the past century.

RECOMMENDED ACTION

Move to approve a Proclamation declaring May 4, 2023 as "National OJ Day" in Highlands County.

FISCAL IMPACT

No fiscal impact

Attachments: [2023 National OJ Proclamation.doc](#)



HIGHLANDS COUNTY CITRUS GROWERS ASSOCIATION, INC.
6419 U.S. Hwy 27 South * Sebring, Florida 33876 * Phone: (863)385-8091 * Fax (863)385-6829

National OJ Day Proclamation

Whereas, Florida is the largest producer of orange juice in the United States and second in the world; and

Whereas, Highlands County is one of the leading citrus producing counties in the State of Florida; and

Whereas, the Florida Citrus industry has been an integral part of the Florida and Highlands County economy for the past century with an annual economic impact of \$6.5 billion and support of 37,000 jobs throughout the state; and

Whereas, Florida Orange Juice is the state beverage of Florida; and

Whereas, Florida Orange Juice is both great tasting and provides nutritional benefits such as vitamin C, potassium and folate.

Now, Therefore, the Highlands County Board of County Commissioners of Highlands County, Florida (the Board) does hereby acknowledge and proclaim that Thursday, May 4, 2023 shall be known as "National OJ Day" in Highlands County, Florida.

Further, to celebrate this day, the Board encourages all Highlands County residents and Floridians across our State to take a "Florida Orange Juice Break" and reflect on the wide range of positive impacts that this long-standing industry has had on our community.

Done and adopted this 2nd day of May 2023.

Chris Campbell, Chairman
HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Sergio Garcia, Planner I

SUBJECT/TITLE: Request approval of a Proclamation recognizing May 2023, as “Historic Preservation Month” in Highlands County.

STATEMENT OF ISSUE

Since the National Trust for Historic Preservation (Trust) created Historic Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities throughout the country. Due to its overwhelming popularity, in 2005, the Trust extended the celebration to the entire month of May by declaring it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country’s cities and states and to enable more Americans to become involved in the growing preservation movement. Highlands County, as a Certified Local Government with the Division of Historical Resources within the Florida Department of State, is part of a statewide preservation partnership to revitalize neighborhoods and communities, spark economic development and promote environmental sustainability. In conjunction with the State’s celebration of May as Historic Preservation Month, the Board has also previously approved May as Highlands County “Historic Preservation Month.” This year, Members of the Historic Preservation Commission wish to ask the Board to approve a Proclamation designating May 2023, as Highlands County Historic Preservation Month.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 2023, as “Historic Preservation Month” in Highlands County.

FISCAL IMPACT

No fiscal impact.

Attachments: [Highlands County Historic Preservation Month Proclamation 2023.pdf](#)



HIGHLANDS COUNTY
Board of County Commissioners
Proclamation

WHEREAS, Highlands County has a rich and fascinating past; and

WHEREAS, our cultural heritage represents the presence and activities of people for over 12,000 years; and

WHEREAS, this heritage is embodied in historic buildings and other structures, prehistoric and historic archaeological sites, artifacts, documents, and public records, as well as in the traditions and folkways of the County's diverse citizenry; and

WHEREAS, all of this evidence of our past makes up the County's cultural and historical resource; and

WHEREAS, historic resources provide not only continuity with our past, but also creates jobs, improves housing, enhances our quality of life, and along with the County's unique natural resources, draws hundreds of visitors annually; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Highlands County, Florida, that May is Highlands County

HISTORIC PRESERVATION MONTH

DONE AND ADOPTED, this 2nd day of May, 2023



(SEAL)

*Board of County Commissioners
Highlands County, Florida*

Chris Campbell, Chairperson

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval of Proclamation recognizing May 21-27, 2023, as "Emergency Medical Services Week" in Highlands County.

STATEMENT OF ISSUE

May 21st - 27th, 2023 is “Emergency Medical Services Week”. Each year the Highlands County Commission is asked to make a proclamation for the designation of “Emergency Medical Services Week”. The proclamation helps in public awareness and demonstrates our community's appreciation of the commitment first responders, emergency medical technicians and paramedics daily exhibit through compassionate, lifesaving care to those in need.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing May 21-27, 2023, as "Emergency Medical Services Week" in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Proclamation-EMS_Week 2023.docx](#)

Proclamation

Highlands County Board of County
Commissioners

WHEREAS Emergency Medical Services (EMS) is a vital public service; and

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

WHEREAS, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

WHEREAS, first responders, emergency medical technicians and paramedics stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

WHEREAS, the members of EMS teams both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners, Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim May 21-27, 2023, as “Emergency Medical Services Week” with the theme “EMS: Where Emergency Care Begins”, encourages the people of Highlands County, Florida to observe this week with appropriate programs, ceremonies, and activities.

Done and adopted this 2nd day of May 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

Chris Campbell, Chair

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Julie Fowler, CPA
Signing Director, Clifton Larson Allen (CLA)

SUBJECT/TITLE: Presentation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022.

STATEMENT OF ISSUE

The completed ACFR for fiscal year ending September 30, 2022 is presented by Clifton Larson Allen for Board acceptance into the record.

RECOMMENDED ACTION

Move to accept into record the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022.

FISCAL IMPACT

No fiscal impact

Attachments: [BOCC 2022 Audit Presentation.pptx](#)



We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

Highlands County, Florida

Presentation to the Board of County Commissioners
Audit of the Fiscal Year Ended September 30, 2022

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Financial Statement Overview

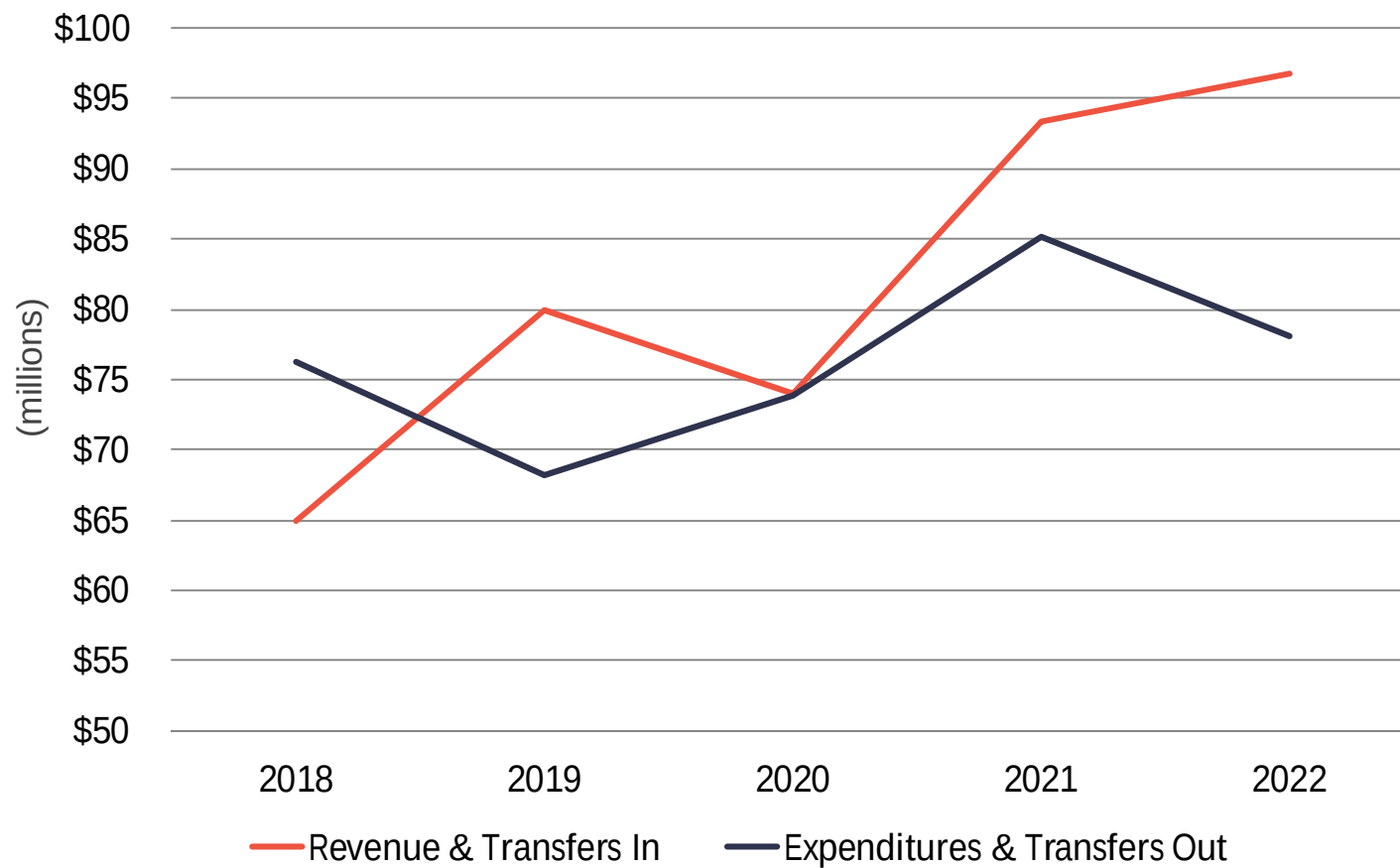
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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

Statement of Net Position

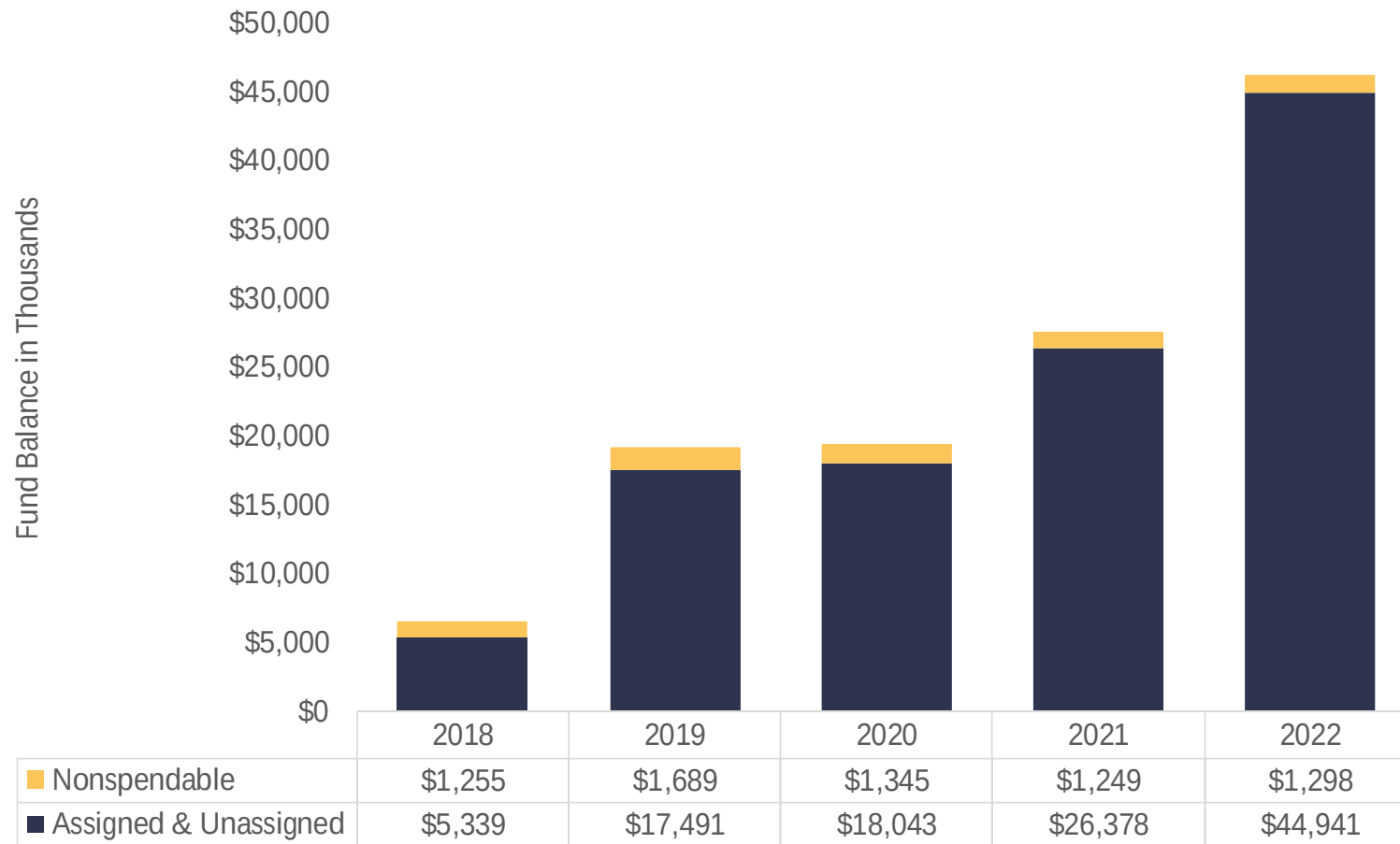
	Governmental Activities	Business-Type Activities	Total
Current and Other Assets	\$ 128,918,115	\$ 23,398,157	\$ 152,316,272
Capital Assets	268,646,361	10,025,903	278,672,264
Total Assets	397,564,476	33,424,060	430,988,536
Deferred Outflows of Resources	21,490,783	239,738	21,730,521
Long-Term Debt Outstanding	111,373,144	9,818,137	121,191,281
Other Liabilities	18,716,952	550,605	19,267,557
Total Liabilities	130,090,096	10,368,742	140,458,838
Deferred Inflows of Resources	9,537,949	126,808	9,664,757
Net Investment in Capital Assets	253,124,051	10,020,976	263,145,027
Restricted Net Position	42,752,995	-	42,752,995
Unrestricted Net Position	(16,449,832)	13,147,272	(3,302,560)
Total Net Position	\$ 279,427,214	\$ 23,168,248	\$ 302,595,462



General Fund

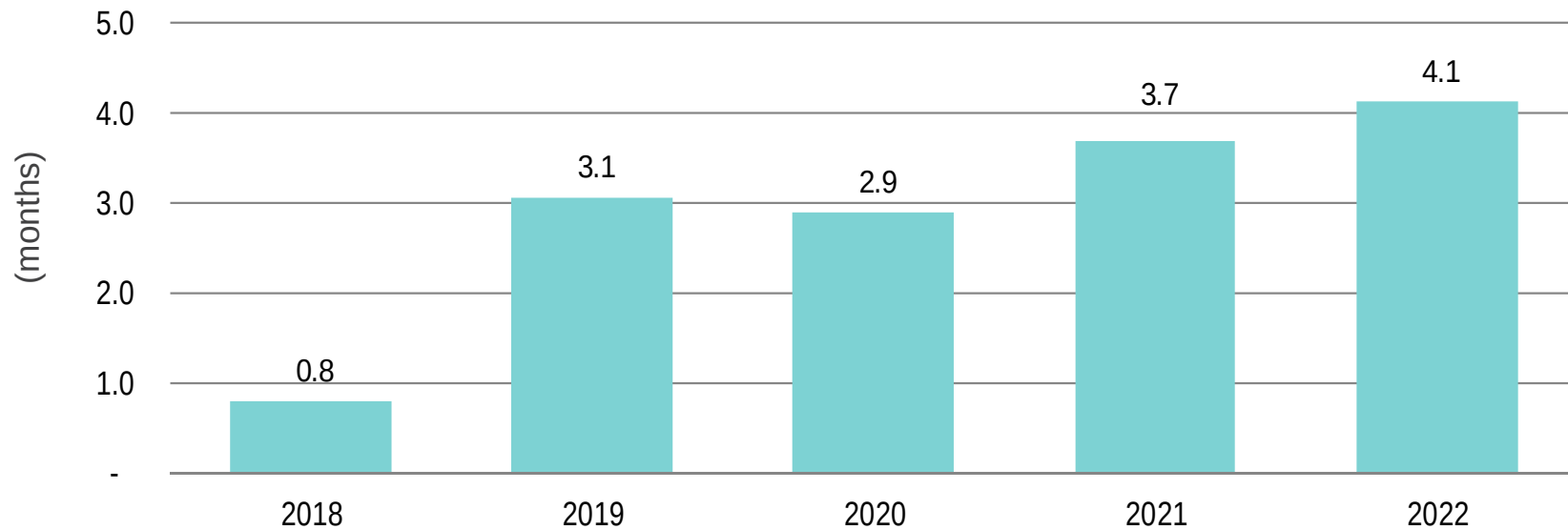


General Fund – Fund Balance



General Fund – Fund Balance

Number of Months of Operating Expenditures in
Unassigned Fund Balance





Results of Procedures

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Professional Services Performed

Financial Statement Audits

Board of County Commissioners
Clerk of Court
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

Compliance Audits

Examination

Florida
Management
Letter

Annual
Comprehensive
Financial
Report (ACFR)

Landfill
Management
Escrow
Account
Statement

Statement of
County Funded
Court-Related
Functions,
Section 29.0085,
Florida Statutes

Federal Single
Audit in
accordance with
Uniform Grant
Guidance

State of
Florida
Single Audit

Compliance with the
requirements of
investment of public
funds and emergency
communications
number E911 system

Financial
Condition
Assessment



Audit Reports Issued

Independent Auditors' Report

- Unmodified Opinion

Government Auditing Standards Report

- No material weaknesses in internal control reported
- No instances of noncompliance reported

Federal & State Grant Compliance

- 2022-001 – Period of Performance

State Compliance

- No findings or recommendations
- Unmodified opinion on compliance with various statutes





Julie S. Fowler, CPA
Signing Director
Julie.Fowler@CLAconnect.com
863-202-8116



CLAconnect.com



CPAs | CONSULTANTS | WEALTH ADVISORS

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: JD Langford, P.E., County Engineer

SUBJECT/TITLE: Request adoption of Resolution 22-23-95 to approve the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation Work Order and Inventory for fiscal year 2023-2024.

STATEMENT OF ISSUE

Attached is the State Highway Lighting Maintenance and Compensation Agreement, Contract Number ASH11, between Highlands County and the State of Florida Department of Transportation (FDOT), along with the accompanying resolution. This agreement will compensate Highlands County in the amount of \$247,579.60 which is 100% of the total amount of compensation of \$247,579.60, for the seven hundred fifty-five streetlights (755) maintained by Highlands County on State Highways for the FDOT FY 23/24 as shown on the attached Exhibit "A". The cost per light is \$327.92. This is an increase in revenue of \$14,532.76.99 compared to FDOT FY 22/23 amount.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-95 to approve the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation Work Order and Inventory for fiscal year 2023-2024.

FISCAL IMPACT

Upon approval of the agreement, the County will receive \$247,579.60 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 23/24 which will be budgeted in the FY 23/24 budget.

Attachments: [Res. 22-23-95.FDOT Project 412579-1-78-02.SGS.pdf](#)

RESOLUTION NO. 22-23-95

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO STATE HIGHWAY LIGHTING
MAINTENANCE AND COMPENSATION AGREEMENT
WITH FLORIDA DEPARTMENT OF TRANSPORTATION
("FDOT") RELATED TO FINANCIAL PROJECT NO.:
412579-1-78-02; PROVIDING FOR LEGISLATIVE
FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF
WORK ORDER AND AUTHORIZATION TO EXECUTE;
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, FDOT proposes to compensate agencies for maintenance and operation of lighting on the State Highway System; and

WHEREAS, on June 16, 2020, Highlands County originally approved and executed the State Highway Lighting Maintenance and Compensation Agreement between Highlands County and FDOT, FPN: 412579-1-78-02, which was approved by FDOT on June 24, 2020 ("Agreement"); and

WHEREAS, the Agreement requires that prior to each fiscal year, the COUNTY shall submit an amended Exhibit "A" to the Agreement related to the percentage of lighting to be paid for the upcoming fiscal year; and

WHEREAS, Highlands County has determined that it is in the best interest of the citizens of Highlands County for it to approve the Work Order for fiscal year 2023-2024 to the Agreement.

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 Work Order and Authorization to Execute. State Highway Lighting Maintenance and Compensation Agreement Work Order for fiscal year 2023-2024, related to FDOT Financial Project No.: 412579-1-78-02, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of Highlands 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 FDOT Highway Lighting Maintenance and Compensation Agreement, Financial Project No.: 412579-1-78-02, 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 ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”

Highway Lighting Maintenance and Compensation Agreement
Work Order and Inventory for fiscal year 2023-2024

STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT
WORK ORDER

Contract Number: ASH11
Maintaining Agency: Highlands County
Financial Project No: 412579-1-78-02
Fiscal Year: 2023-2024

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 23/24 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on June 24, 2020.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2023, and ending June 30, 2024, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$247,579.60. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT’S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

EXHIBIT A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2023-2024

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

- 1. INVENTORY SPREADSHEET ATTACHED
- 2. _____
- 3. _____
- 4. _____
- 5. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$318.27 in fiscal year 2022-2023 shall increase to \$327.92 in fiscal year 2023-2024.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%.
Example: 1432 (lights) x \$327.92 (unit rate) x 100% = \$469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS		0.00	0.00
Standard	582	HPS	\$327.92	100.00	\$190,849.44
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	173	LED	\$327.92	100.00	\$56,730.16
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Highway Lighting Maintenance and Compensation Agreement Inventory
EXHIBIT 'A' ATTACHMENT

Agency Name: HIGHLANDS COUNTY

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US 27/SR 25	Highlands	Sun N Lake Blvd	Valerie Blvd & US 27	14	STANDARD	HPS
US 27/SR 25	Highlands	16.000/CR 29	17.000	50	STANDARD	HPS
US 27/SR 25	Highlands	20.000/Lake June Rd	22.000/Tomoka Blvd	48	STANDARD	HPS
US 27/SR 25	Highlands	24.000/US 27	25.000/College Drive	22	STANDARD	HPS
US 27/SR 25	Highlands	25.000/Sebring Lake Blvd	26.000	26	STANDARD	HPS
US 27/SR 25	Highlands	26.000/Twitty Rd	27.000	18	STANDARD	HPS
US 27/SR 25	Highlands	28.000/SR 66/SR 700	28.970/SR 66/SR 700	8	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	0.000/SR 66/SR 700	1.000/George Blvd	7	STANDARD	HPS
US 98/US 27/SR 25/SR 701	Highlands	Lake Jackson & US 27	Sebring Parkway S. to Flare Road	155	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	Sebring Lakes	US 27	46	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	Grand Prix	US 27	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	Thunderbird Road	US 27	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	9.000/Tanglewood	10.000	64	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	12.000/Robinette Rd	13.000/Marble Ave	22	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	15.732/CR 17A/Stryker Rd	18.041/County Line Rd	101	STANDARD	HPS
SR 70	Highlands	14.000/SR 25/US 27	15.000/SR 25/US 27	41	STANDARD	HPS
US 98	Highlands	11.000	12.000	4	STANDARD	HPS
SR 66	Highlands	2.000/Before CR 635	4.000/Silver Rd	25	STANDARD	HPS
SR 66	Highlands	7.000/Woodland Creek Trl	8.000/Past Skipper Rd	8	STANDARD	LED
US 27/SR25	Highlands	SHOP 16		2	STANDARD	HPS
SR 17	Highlands	PINE ST		5	STANDARD	LED
SR 17	Highlands	Ridgewood	Sebring Parkway	5	STANDARD	LED
			TOTAL # OF LIGHTS BEING MAINTAINED:	755		

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval of the Encroachment Agreement between Highlands County and Nathan's Homes, Inc.

STATEMENT OF ISSUE

The real property located at 1409 Bittersweet Street, Lake Placid, Florida 33852, is encumbered by a drainage and utility easement over the 7.5 feet of the East side yard of the property in favor of Highlands County. The structure located on the property encroaches into the easement. By approving the Agreement, the County accepts the encroachment into its easement, as shown on the survey. The encroachment may exist in the easement until such time as the same is removed, destroyed by a force majeure event or through any other occurrence. The property owner also understands that the encroachment exists at its risk, subject to the rights of the County, and that the encroachment must not impede the County's use of its easement.

RECOMMENDED ACTION

Move to approve the Encroachment Agreement between Highlands County and Nathan's Homes, Inc.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Bittersweet Encroachment Agreement.pdf](#)

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
 Highlands County Attorney
 500 S. Commerce Avenue
 Sebring, Florida 33870

Property Appraisers Parcel
 ID Number:

ENCROACHMENT AGREEMENT

THIS INDENTURE, made by and between Highlands County, 500 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as “COUNTY” and, Nathan’s Homes, Inc., 5451 Lee Street, Unit 4, Lehigh Acres, Florida 33971, hereinafter referred to as “GRANTEE”.

WHEREAS, GRANTEE is the owner of that real property located at 1409 Bittersweet Street, Lake Placid, Florida 33852, identified by the Highlands County Property Appraiser through Parcel ID Number C-20-36-30-110-0180-0060, herein referred to as the “Property”, which is encumbered by a drainage and utility easement over the 7.5 feet of the East side yard of the of Property, in favor of the COUNTY, hereinafter referred to as the “Easement”; and

WHEREAS, the structure located on the Property encroaches into the Easement.

NOW THEREFORE, in consideration of the sum of Ten Dollars and no/100 (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The COUNTY hereby accepts the encroachment in the Easement, as shown on the survey attached hereto as **Exhibit “A”**, hereinafter referred to as the “Encroachment”.
2. The Encroachment may exist in the Easement until such time as the same is removed, destroyed by a force majeure event or through any other occurrence. In such an event, this Agreement shall automatically terminate.
3. Except to the extent authorized above, GRANTEE agrees that the Encroachment exists at its own risk and is subject to the rights of the COUNTY in and to the Easement.
4. GRANTEE understands and acknowledges that it shall have the responsibility to maintain the Encroachment and the area around the Encroachment; however, shall not under any circumstance impede the COUNTY’s use and enjoyment of the Easement, except to the extent as

authorized above.

5. GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the Encroachment and this Agreement, caused by the acts and/or omissions of the GRANTEE, or any of its visitors, invitees or the like. The GRANTEE 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 GRANTEE, or any of its visitors or invitees, or the like through and including any appeals in any way related to the Encroachment and this Agreement. GRANTEE waives any and all right or opportunity to contest the enforceability of this Paragraph and agrees that in the event this Paragraph, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

6. The GRANTEE shall maintain insurance on the structure encroaching on Easement which shall recognize the above required Indemnification and Highlands County for as long as the structure remains encroaching on the Easement.

7. Upon the voluntary removal of the Encroachment, the GRANTEE shall forever release their rights under this Encroachment Agreement and same shall terminate automatically.

8. All benefits and burdens created herein, are covenants running with the land, binding upon and enuring to the benefit of the parties and their respective successors in interest and title. In the event the Property is transferred to a new owner, said new owner shall stand be the GRANTEE as set forth herein.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

GRANTEE:

Print: NATHAN KAMINSKY, PRESIDENT

WITNESSES:

Print: William K. Thompson

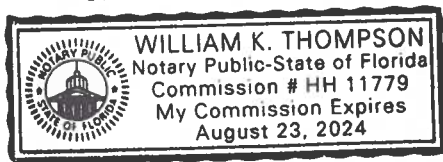
Print: Elizabeth Morris

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of NATHAN KAMINSKY, who is the PRESIDENT of Nathan's Homes, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement on behalf of and bind the corporation and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 10TH day of April, 2023.

(stamp)



NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Survey

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request adoption of Budget Amendment 22-23-084 to transfer funds for Morgan Path (Project #22059) roadway construction.

STATEMENT OF ISSUE

This budget amendment is requesting to transfer unused funds from Project #22023 (Bridle Path) and Project #22024 (Canter Path) to Morgan Path (Project #22059) road reconstruction in the amount of \$418,000.00. It is anticipated to begin construction of Morgan Path within 1 month of approval of funds with a tentative completion date of August 1, 2023.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-084 to transfer funds for Morgan Path (Project #22059) roadway construction.

FISCAL IMPACT

There is no fiscal impact to Fund 151 or the overall budget. This budget amendment is merely transferring unused adopted funds from 4102A 56301Z (Reconstruct Funds) and re-appropriating said funds into Project 22059 (Morgan Path) in the amount of \$418,000.00.

Attachments: [22-23-084 Project 22059 Morgan Path \(BA\).pdf](#)

April 25, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 4/13/2023

SUBMITTED BY: Jonathan Harrison

FUND(S): 151 FUND TITLE(S): Local Govt Infrastructure Surtax COST CENTER(S) #: 4102A
PROJECT(S) #: 22023, 22024, 22059 PROJECT TITLE(S): Bridle Path, Canter Path, Morgan Path 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	56301Z	Project Capital Infrastructure	22023	349,000.00		150,000.00	199,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22024	349,000.00		130,000.00	219,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	22059	0.00	280,000.00		280,000.00

REASON: To transfer excess funds from two (2) road projects to provide funding for an added necessary road project.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-084

TRANSFER TYPE:

____ Approval
____ Denial

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

☒ ITEM TO ITEM
____ RESERVE
____ BY RESOLUTION
____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Brandon Gunn, Projects Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-083R for Budget Amendment 22-23-083R for project 22030 R&B Main Building Expansion.

STATEMENT OF ISSUE

The accompanying Budget Amendment will close Project 20083 R&B Main Facility Upgrade and return unused funds to Fund Balance in Fund 005 (General) in the amount of \$100,000. This \$100,000 is then being transferred to Fund 151 (Infrastructure Surtax), Project 22030 R&B Main Building Expansion, Account 56200Z Project Buildings to restore the funding back to the initial request after transferring out \$100,000 to the new Schumacher Road potential project.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-083R for Budget Amendment 22-23-083R for project 22030 R&B Main Building Expansion.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is a net of \$0 as Project 20083 is being closed/unfunded and then being reappropriated in order to transfer the \$100,000 to Fund 151 (Infrastructure Surtax), cost center 4102A (Transportation Projects), account 56200Z (Project Buildings) resulting in a fiscal impact increase to Fund 151 (Infrastructure Surtax) in the amount of \$100,000.

Attachments: [22-23-083R Project 22030 R&B Main Bldg Expansion.pdf](#)
[22-23-083 Project 22030 R&B Main Bldg Expansion.pdf](#)

RESOLUTION NO. 22-23-97

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-083 TO THE GENERAL AND INFRASTRUCTURE SURTAX 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 General and Infrastructure Surtax 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 22-23-083 is hereby approved and authorized to transfer funds from closed Project 20083 R&B Main Facility Upgrade into Project 22030 R&B Main Bldg Expansion in the amount of \$100,000 with no net fiscal impact.

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 May, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

April 19, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 3/31/2023

SUBMITTED BY: Brandon Gunn

FUND(S): 005/151 FUND TITLE(S): General / Infrastructure Surtax COST CENTER(S) #: 2672 / 9101D / 4102A
PROJECT(S) #: 20083 / 22030 PROJECT TITLE(S): R&B Main Facility Upgrade / R&B Main Bldg Expansion COST CENTER TITLE(S): Facilities Mgmt / Interfund Transfers 005 / 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	005		3999100Z	Project Fund Balance Forward	20083	100,000.00		100,000.00	0.00
E	005	2672	56200Z	Project Buildings	20083	100,000.00		100,000.00	0.00
R	005		3999100	Fund Balance Brought Forward		2,628,666.15	100,000.00		2,728,666.15
E	005	9101D	59100	Non Operating Transfers		1,497,098.00	100,000.00		1,597,098.00
R	151		3810000	Interfund Transfer		0.00	100,000.00		100,000.00
E	151	4102A	56200Z	Project Buildings	22030	385,000.00	100,000.00		485,000.00

REASON: To transfer funds from closed Project 20083 - R&B Main Facility Upgrade to Project 22030 for R&B Main Bldg Expansion.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-083

TRANSFER TYPE:

____ Approval
____ Denial

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

____ ITEM TO ITEM
____ RESERVE
____ **XX** BY RESOLUTION
____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Sally B. Hood, Accounting and Finance Director
Highlands County Clerk of Courts

SUBJECT/TITLE: Request approval of term extension for Contract with Truist Bank for county banking services and authorization for Chairman/Vice-Chairman to execute any necessary documentation related to the extension.

STATEMENT OF ISSUE

On May 11, 2020 the Board entered into a three (3) year contract with Truist Bank for banking services. The original three (3) year contract expires on May 10, 2023. In accordance with the terms of the contract, the contract may be extended three (3) times beyond the initial expiration date of May 10, 2023. Each extension, if exercised, is for an additional two (2) years. If the first extension option is exercised, the extension will commence on May 11, 2023 and will expire on May 10, 2025.

The new Term will begin on May 11, 2023, and end on May 10, 2025

RECOMMENDED ACTION

Move to approve term extension for Contract with Truist Bank for county banking services and authorization for Chairman/Vice-Chairman to execute any necessary documentation related to the extension. Request Board approval for the County Administrator to execute subsequent term extensions with the same pricing and terms and conditions.

FISCAL IMPACT

Estimated annual interest earnings are \$987,350 and the annual estimated fees are \$40,866, which is an estimated net annual fiscal impact of \$946,484. The interest rate will be decreasing from 2.15% to 1.75%.

Attachments: [Suntrust SIGNED Treas Mgmt Master Agreement 2.19.20.pdf](#)
[Highlands County BOCC Banking Extension 2023.pdf](#)



TREASURY MANAGEMENT MASTER AGREEMENT

NOTICE REGARDING SUNTRUST MERGER

SunTrust Bank ("SunTrust") has merged with Branch Banking and Trust Company, a North Carolina banking corporation ("BB&T") and formed Truist Bank, a North Carolina banking corporation ("Truist"). As used in this Notice, the term "agreement" means any banking service agreement that is attached to or provided to you along with this Notice, and all other agreements, forms, or other documents, whether now or hereafter existing, executed or otherwise accepted in connection with such banking service agreement (including all extensions, modifications, or amendments to such banking service agreement). This Notice shall be deemed to be a part of each such agreement. Notwithstanding anything in an agreement to the contrary, all references to the bank in the agreement will be deemed to refer to and mean Truist, and such agreement is hereby modified accordingly. Each agreement constitutes a valid and binding obligation of Truist Bank even though the agreement references SunTrust as a party in interest, and such agreement shall be read with Truist Bank in place of SunTrust Bank. By executing or otherwise accepting the terms of the agreement(s) attached to or provided to you along with this Notice, you acknowledge receipt of this Notice and agree that all documents comprising the agreements are subject to the provisions of this Notice.

1. Introduction. This Master Agreement is entered into between Truist Bank (formerly SunTrust Bank), a North Carolina banking corporation and Highlands County, a political subdivision of the State of Florida. Throughout this master agreement, SunTrust Bank is also referred to as "we," "us," "our," or "the bank". The various treasury management services described in our treasury management terms and conditions (defined below) are referred to as the "services". This master agreement, the treasury management terms and conditions, and the other documents defined below are together referred to as the "agreement". Highlands County is also referred to as "client", "customer", "you" or "your". Each individual identified in any resolution or other similar document that we accept from you who is authorized to enter into agreements such as this master agreement on your behalf is referred to as your "authorized signer". Each authorized signer is also authorized to give us instructions related to the services.

The authorized signer who signs this agreement represents and warrants that you have legal capacity to execute and perform the agreement and that any actions required by your organizational documents or governance procedures to enter into and perform the agreement have been taken. The agreement is a legally binding contract that can only be changed by the means specified in it. By accepting services from us you agree that you are bound to the terms and conditions of the agreement.

2. Term. This Master Agreement is effective upon May 11, 2020, or upon full execution of this Master Agreement by the parties, whichever occurs first, and shall remain in effect until May 10, 2023. You may exercise the option to renew this Master Agreement in two (2) year increments by mutual consent, for a maximum of six (6) additional years.

3. Organization of Agreement. The agreement is made up of the documents described below. If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that issue in the order set forth from top to bottom below.

The documents and their purposes are:

(a) Terms, conditions and requirements of the Highlands County Request for Proposals No. 19-024 issued by Customer in June 2019 and (Highlands County ivg 2.3.20)

Addendum No. 1 to the Highlands County Request for Proposals No. 19-024, issued by Customer on July 3, 2019, both as modified by the Bank's Banking Services Proposal submitted in July 2019, to Highlands County's Request for Proposals No. 19-024.

(b) The Treasury Management Terms and Conditions. Our Treasury Management Terms and Conditions contains a General Terms and Conditions section that applies to all services, and a second section that describes the specific terms and conditions that apply to each individual service. The Treasury Management Terms and Conditions Agreement is attached to this Master Agreement and represents our agreement to the General Terms and Conditions governing our agreement and is subject to changes or revisions per the terms of this agreement. The most recent version of the Treasury Management Terms and Conditions is available at www.suntrust.com/treasuryterms. However, notwithstanding the foregoing, no modification to the agreement which conflicts with, impairs or replaces the rights, privileges or obligations of the parties that were specifically negotiated as set forth in the attached Treasury Management Terms and Conditions and this Master Agreement shall be effective without your written approval.

(c) The Master Agreement. This master agreement describes the structure of the agreement and sets forth some of the basic contractual provisions relating to use of the services.

(d) Ancillary Implementation Agreements. Certain services can pose higher risks to you and to the bank and lead to disputes between you and us. Therefore we may, in our discretion, require that your authorized signers confirm a request to receive such services and the operational details related to such request by executing an Ancillary Implementation Agreement ("AIA"). Examples of AIAs include AIAs relating to funds transfer ("wire") and Automated Clearing House ("ACH") services. Any required AIA will be provided at the time we implement a service that requires one. We will not implement the relevant service until the required AIA is executed and returned to us by one of your authorized signers.

(e) Service Confirmations. A service confirmation is a document that is sent to your authorized signer(s) during the implementation process. It memorializes instructions you have given us regarding our implementation of a service for you, such as the account(s) linked to that service, the authorized users for that service, and the options you have selected for that service. Not all services you request will result in the transmission of a service confirmation to you at the time the service is implemented, but when a service confirmation is generated it will be sent by e-mail. The facts and details we provide in each service confirmation are deemed accurate as of the time you commence using the applicable service and at all times thereafter unless you notify us of any discrepancies or inaccuracies before you begin using the service. A service confirmation may also be sent when we modify or add a service at your request where your request reflects a change to instructions that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions).

(f) Online Services and Software Materials. Where software is used in connection with a service, we grant you a nonexclusive, nontransferable, limited license or sublicense to use such software solely in connection with and while receiving that service. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with us or a third party vendor) may be required and there may also be a user manual for the software or certain online services. The software and those other items constitute "software materials". Any license agreement, online terms, and/or user manual sets forth the terms and

conditions relating to use of those online services and software materials as well as important instructions and requirements for their use.

(g) Deposit Rules and Regulations. The attached rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts. The rules and regulations shall continue to apply to and govern the terms of your deposit accounts, except that the Arbitration Agreement and any provisions of the Deposit Rules and Regulations pertaining to arbitration shall not apply to this Master Agreement.

(h) The Delegation of Authority. Use of a delegation of authority is optional. By using one, your authorized signers give other individuals within your company ("delegates") certain authority with respect to all the services you receive or some sub-set of those services as specified in the delegation of authority. If a delegation of authority is used, a delegate has the authority conferred by such delegation for such services until that authority is revoked by one of your authorized signers. Such delegated powers include the power to receive and respond to service confirmations, execute AIAs when required, and to otherwise provide us instructions in the same manner as an authorized signer. Such powers are subject to the same conditions as stated herein when the bank interacts with an authorized signer in matters related to AIAs, service confirmations, new services, modifications to existing services or removal of services.

4. Amendments to Agreements. We may add to, change or delete provisions in this master agreement, the general terms and conditions, or terms and conditions for any individual service in our discretion, subject to the conditions on amendment contained herein and in Section 3(b) above. We will give an authorized signer at least 30 calendar days' prior notice of these changes. Notwithstanding the foregoing, no modifications to the agreement which would impact provisions that were specifically negotiated by the parties shall be effective without your written approval, and any changes to the terms of the agreement relating to the liability of the parties or termination rights shall require your written approval. It is your obligation to maintain up-to-date contact information with us at all times. If you continue to use a service after any modification becomes effective in accordance with the terms of this Agreement, for modification of terms and conditions, you are bound by such modification. If a modification is required by applicable law, clearing house rules or funds transfer system rules, or if we believe the change is necessary to preserve the security or integrity of the systems that we use in providing any service, or to protect the bank or you from risk of immediate, significant loss, we may give you (and all customers impacted by that change) notice of the modification promptly after we make it. In such case, you are bound by the modification as of the date you receive notice of it unless you terminate your use of the relevant service(s) within thirty (30) days after you receive our notice. We may modify the terms of the software materials or the deposit rules and regulations by following the procedures set forth in those documents as long as those procedures do not conflict with the procedures set forth herein.

5. New Services. When we implement a new service for you, we may create an AIA or a service confirmation for that new service. As noted in the definition of an AIA, if the service requires an AIA, you may not use that service until you have executed and returned the AIA. However, any service confirmation we send will be deemed accurate and correct as of the time you begin using the service. You do not need to contact us when you receive the service confirmation unless you notice errors in it, in which case you must notify us of (Highlands County ivg 2.3.20)

such errors before you begin using the service. For any new service, you must also successfully complete any testing or training we may require for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service. However, if we do provide it before you have satisfied all required conditions, you agree to be bound by the terms of the agreement relating to that service including the general terms and conditions, the terms and conditions for that new service, and the specifications stated in any service confirmation that you did not dispute prior to your use of the new service.

6. Modifications to Existing Services and Changes to Your Setup. If we agree to change our implementation of a service for you in response to your instructions and those instructions are of the type that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions) at the time of initial implementation of the service, we may send or otherwise make a new service confirmation reflecting those instructions available to you. If the change impacts information that should be captured on an AIA, we will send a new AIA to your authorized signer, and the change will not take effect until an authorized signer has executed and returned the new AIA to us. You must also successfully complete any required testing or training for the change. We may, in our discretion, accept written instructions we deem acceptable as sufficient record from an authorized signer to memorialize the request to remove a service or make a change to a service. At our election and in our discretion, we may accept telephonic instructions for changes to a service or removal of service from an authorized signer on a recorded line.

7. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. In addition, you agree that, when you receive a service confirmation as an attachment to an e-mail message, (a) you will be deemed to have confirmed that the content of that service confirmation is correct if we do not receive a response within fourteen (14) days informing us of any inaccuracy in the service confirmation, and (b) you will be deemed to have accepted the service in conformity with the implementation details specified in that service confirmation, including any account numbers listed therein and any persons listed therein who are identified as having authority to use the specified services and access the relevant accounts. It is your responsibility to provide us accurate e-mail contact information for your authorized signers and to notify us of any changes to that information so that we can communicate important information to them.

8. Signature. This master agreement may be delivered to us by giving the signed original of it to your treasury management contact or sending it by facsimile or e-mail attachment. It may also be transmitted by any electronic signature process we specifically adopt and accept for this purpose. The individual signing this agreement represents and warrants that he or she is, in fact, one of your authorized signers. This master agreement and the comprehensive agreement it describes completely replaces any prior agreements you may have with us with respect to the services or the subject matter referred to herein. However, any previous instructions you have given us while those prior agreements were in effect continue to be effective until replaced or deleted in accordance with the agreement including through a service confirmation, an AIA, or other written instruction provided by you that is acceptable to us.

IN WITNESS WHEREOF, client and bank have executed this master agreement as of the date set forth below.



TREASURY MANAGEMENT MASTER AGREEMENT

Robert W. Germaine, Clerk

Client Name: Highlands County, a political subdivision of
the State of Florida

Authorized Signer: William R. Handley

Print Name: William R. Handley

Print Title: Chairman

Date: _____

ATTEST: J. K. Kozz

Truist Bank	
Authorized Signer:	<u>[Signature]</u>
Print Name:	Brian S. Orth
Print Title:	Senior Vice President
Date:	2/10/2020



April 6, 2023

Chairman Chris Campbell
Highlands County Board of County
Commissioners

RE: Highlands County Banking Extension

Dear Sir:

Truist (the "Bank") is pleased to offer the Highland County Board of County Commissioner's (the "BOCC") an extension of the banking services to begin upon the expiration of the existing banking contract for another two year's (the "Extension"), with two additional two year options available to the BOCC, thereafter (the "Two Year Extension Option"). Under terms of the Extension, the County will earn credit of 75 bps or 0.75%, applied to the compensating balance. For balances above the compensating / target balance, SunTrust will pay an interest rate of 1.750%. Under terms of the Extension, earnings credits will be applied as compensating balances to offset service fees. Excess balances not required to offset fees will earn interest, based on managed rates. Rates may be increased or decreased based on the prevailing economic market conditions. No change is needed to the Treasury Management Master Agreement, already on file with SunTrust.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the BOCC and Highlands County for the ever changing business and economic landscape with which we are faced.

Yours sincerely,

Highlands County Board of County Commissioners:

Brian S. Orth
Senior Vice President
SunTrust now Truist

Chairman

ATTEST:

Jerome Kaszubowski
Highlands County Clerk of Courts

DATE: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

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

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-090 to provide funds for the Sebring Falls ditch cleanout.

STATEMENT OF ISSUE

On April 18, 2000, the Board of County Commissioners approved the County take over maintenance for the twenty (20) foot drainage easement along lots 1 through 46, as recorded in Plat Book 11, Page 24, with the understanding that the County will not be responsible for any irrigation systems or any structures within the easement. The proposed maintenance work includes tree/vegetation removal and regrading approximately 420 feet of existing ditch to remove blockage. This is the first step in addressing flooding issues at Sebring Falls.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-090 to provide funds for the Sebring Falls ditch cleanout.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General Fund) or the overall FY 22/23 budget as funds in the amount of \$25,000 were budgeted in FY 22/23 in Fund 005 (General Fund) in Account 59900 (Reserve for Contingency).

Attachments: [22-23-090 Proj 22064 Sebring Falls Ditch Cleanouts.pdf](#)
[Board Meeting Minutes - April 18, 2000.pdf](#)

April 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

Clinton Howerton, Jr., P.E.,

SUBMITTED BY: Critical Infrastructure Division Director

DATE: 4/18/2023

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 9990; 4501

PROJECT(S) #: 22064 PROJECT TITLE(S): Sebring Falls Ditch Cleanup COST CENTER TITLE(S): Operations
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		378,201.27		25,000.00	353,201.27
E	005	4501	53400Z	Project Contractual Services	22064	0.00	25,000.00		25,000.00

REASON: To transfer funds from Reserve for ditch cleanouts in/around the Sebring Falls mobile home park to ease flooding issues.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-090

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

BOOK 18 PAGE 435

REGULAR MEETING OF THE BOARD, APRIL 18, 2000

1. The meeting was called to order at 9:00 A.M. in the Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida with the following members present:

David Flowers	Mike Eastman
C. Guy Maxcy	Carl Cool
Edgar E Stokes	J Ross Macbeth
Bob Bullard	Louise Graham
James L. Gose	

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**

The meeting opened with a prayer by the Clerk of Courts, L.E. "Luke" Brooker. The Pledge of Allegiance was led by the Chair.

3. **ANNOUNCEMENTS**

- A. **Sheriff:**

Lt. Benton presented the Daily Jail Inmate Count for the period ending April 18, 2000 with a total of 323 inmates. She stated that the Sheriff will be releasing several of the inmates today. Tom Portz reported that a preproposal meeting scheduled for the architect solicitation for the new jail pod is scheduled for tomorrow.

- B. **Clerk**

L.E. "Luke" Brooker, Clerk of Courts, presented brief announcements as follows:

- 79th County birthday celebration in the Courthouse rotunda today, April 18, 2000 at 10:30 a.m.
- Highlands County Special Olympics Torch Run beginning at the Courthouse on April 25, 2000.
- National Day of Prayer to be held on May 4, 2000 at 11:00 a.m. for the 7th consecutive year.
- Peace Officers Memorial Day Ceremony on May 15, 2000 at 9:00 a.m. to honor the fallen police officers.

- C. **Upcoming meetings:**

Carl Cool, County Administrator, presented the upcoming meetings into the record. Additional meetings were announced for the benefit of the public.

4. **ACTION:**

Motion by Commissioner Maxcy, seconded by Commissioner Gose, to set the action agenda as amended:

- Remove Consent agenda item 4 and place under the County Administrator as item G-6.
- Add resolution and budget amendment number 99-00-180 to Consent agenda item 15.
- Add a report from the County Administrator on a conference call as G-7.
- Remove Consent agenda item number 10 for discussion at the request of Richard Conover, and place as G-8.

Upon roll call, all Commissioners voted aye. The motion carried.

BOOK 18 PAGE 436

A. Peggy Becerra, SFCC: "Teen Pregnancy Prevention Awareness Month"

Peggy Becerra, Highlands County Teen Parent/Pregnancy Prevention Specialist, presented a Proclamation to promote Highlands County Teen Pregnancy Prevention, and read into the record. Motion by Commissioner Gose, seconded by Commissioner Maxcy, to adopt Proclamation, proclaiming the month of May as **Teen Pregnancy Prevention Awareness Month in Highlands County**. Upon roll call, all Commissioners voted aye. Motion carried. See Res. Book 13 Page 156.

B. Marcellus Mason: Lawsuit

Marcellus Mason spoke to the Commission regarding problems with county employees. The Chair advised Mr. Mason that since a lawsuit is pending, there will be no discussion. No action was taken. See SMB 36 Page 186 for copy of the letter.

C. Assistant County Admin.:**1. Sebring Airport Authority financial statement and audit**

Sebring Airport Authority financial statement and audit report for fiscal year ended September 30, 1998 and 1999 was presented into the record by the Asst. County Administrator. Motion by Commissioner Gose, seconded by Commissioner Stokes, to accept document into the record. Upon roll call, all Commissioners voted aye. Motion carried. See Sebring Airport Authority file for copy.

2. Request to waive bidding process on EMS delinquent receivables

Tom Portz presented a request to waive the bidding process on EMS delinquent receivables and seek a proposal from the Med-Horizon Billing, Inc. to work the stale EMS accounts. The contractor has agreed to accept 8.5% of the collections. Motion by Commissioner Stokes, seconded by Commissioner Gose, to approve the request of the Asst. County Administrator and secure a contract with Med-Horizon Billing. Commissioner Bullard stated concerns for removing the receivables from one company to another, especially when a former employee of Sky Asset is employed by Med-Horizon. Mr. Portz advised that he will seek further information on the contractual relationship and bring it back to the Commission. Upon roll call, all Commissioners voted aye. Motion carried. See EMS file for copy of proposal.

3. Request approval of EOC change order

Motion by Commissioner Gose, seconded by Commissioner Stokes, to approve two EOC change orders in the amount of \$64,567.36, to allow antenna configurations to be completed on the new tower, and additional wiring for telephones and data processing. The installation of this equipment will allow for complete shut down of the old EOC, and will result in an annual savings of \$45,820 for the first year. Upon roll call, all Commissioners voted aye. Motion carried. See SMB 36 Page 187.

D. Board Attorney:**Request to waive interest on liens, Villone v. Clark, et al, Case No. GC99-331**

Ross Macbeth reviewed correspondence from Attorney Cliff Ables regarding client, Villone v. Clark. Attorney Cliff Ables spoke to the Commission requesting the Board waive the interest on liens, Case No. GC99-331. The client intends to build onto the property and place it back on the tax roll. He was unaware of the liens on the property when the property was purchased through a tax deed, and since Mr. Villone is semi-disabled, the interest creates a hardship. Motion by Commissioner Bullard, seconded by

BOOK 18 PAGE 437

Commissioner Gose, to reduce the interest from 10% simple to 5.95% simple interest on this case only. Upon roll call, all Commissioners voted aye. Motion carried. See SMB 36 Page 188 for back up documentation.

2. Government in the Sunshine briefing

Ross Macbeth briefed the Commission on the issues of private meetings and public meetings in relation to Government in the Sunshine. The Attorneys focused on discussions. Two members of the same Board may be present at a panel such as a candidate forum, and have a dialogue, but there is a fine line where the discussions may merge. The other issue is the monthly meetings of a community organization. Mr. Macbeth cautioned Board members that they may be criminally prosecuted for crossing the line with Sunshine issues. The minute that two members start discussing an issue, there is a violation. He suggested that when two members are present at one of these meetings, one should leave, as the appearance should be avoided. The only way two members may hold a discussion is if it is publically noticed as a Board of County Commission meeting, with the Clerk's representative present to take minutes.

E. 10:00 a.m. Volunteer recognition and resolution

The Chair read a Resolution into the record, recognizing National Volunteer Week, April 17-21, 2000. The Chair announced 48 organizations to be commended for their faithful service to the County. Motion by Commissioner Maxcy, seconded by Commissioner Stokes, to adopt a Resolution in affirmation. Upon roll call, all Commissioners voted aye. The motion carried. See Res. Book 13 Page 157. A small ceremony was held in the lobby of the Government Center in their honor.

F. 10:30 a.m. Ceremony in Courthouse rotunda for National Register of Historic Places

Reconvene 11:00 a.m.

Carl Cool continued the discussion on the Sunshine briefing. Commissioner Bullard suggested that when a request is received for the attendance of the Commission, that staff notify the party that the policy of the Board is for one Commissioner to attend the meeting. Commissioner Maxcy supported that idea, with education to the public for that position.

G. County Administrator:

1. Request for funding Lake Placid flagpole

Carl Cool presented the funding request for beautification of flagpole from Joel Lowman, Lake Placid Chamber of Commerce. Bert Harris, representing the Lake Placid Chamber, spoke in favor of the request. Motion by Commissioner Bullard, seconded by Commissioner Maxcy, to approve the request and a budget amendment with funding to come from the infrastructure fund. Upon roll call, all Commissioners voted aye. Motion carried. See SMB 36 Page 189 for comments from Rick Helms, Budget Officer.

2. Budget amendment 99-00-171

Motion by Commissioner Bullard, seconded by Commissioner Maxcy, to approve budget amendment 99-00-171, for the Court Reporter and County Criminal account to come out of the Contingency Fund. Upon roll call, all Commissioners voted aye. Motion carried.

BOOK 18 PAGE 438

3. Request for drainage easement maintenance, Sebring Falls Subdivision

Carl Cool presented request of Sebring Falls residents for drainage easement maintenance. Motion by Commissioner Gose, seconded by Commissioner Stokes, to approve the County take over for maintenance, the twenty (20) foot drainage easement along lots 1 through 46, as recorded in Plat Book 11, Page 24, with the understanding that the County will not be responsible for any irrigation systems or any structures within the easement. The Chair opened the floor to the public. No one spoke for or against. Upon roll call, all Commissioners voted aye. Motion carried. See SMB 36 Page 190 for copy of information.

4. Report on Solid Waste Franchise bids

Carl Cool presented a report on evaluation of bids and recommendations for award of the Franchise Solid Waste Collection Contracts, changes in Landfill Tipping Fees, and reduction in the non-advalorem assessment. Reliable Sanitation and Florida Recycling presented the only two bids. Currently they have separate zones for residential collection. Reliable submitted a lower bid but Florida Recycling has agreed to match Reliable's quote. The Commission had recommended that two companies provide the services as they will be competing for the commercial business. One major improvement in the contract is twice-monthly collection of yard waste, instead of the current monthly pickup. The County Administrator advised that maximum charges for commercial customers have not been set. Business negotiations are negotiated through separate contracts. The recommendation of staff is to award Reliable's current area to Reliable Sanitation, labeled zone "A" and award to zone "B," Florida Recycling Services as the lowest bid that was submitted. Mr. Cool also recommended that the charge for dumping at the landfill be increased from \$35.00 a ton to \$45.00, effective October 1, 2000. Approval of that adjustment will not affect the proposed residential charge. He suggested that the tipping fee for horticultural materials be decreased from \$35.00 per ton to \$25.00; the fee for tires be increased from \$60.00 a ton to \$100.00 a ton, and that it remains at \$20.00 per ton for construction and demolition materials. Mr. Cool also recommended that the Board lower the residential assessment rates in the unincorporated areas from \$130.00 to \$125.00.

The County Administrator reported that the County will need to put aside funds for a new garbage liner, which could be needed in two years. The cost is estimated at four million dollars. The Board Attorney suggested that the cost reduction be deferred until after the liner is purchased. He estimated the \$5.00 difference, when spread among all residential customers would generate \$150,000 a year, and the cost reduction could result in an interest savings on the loan the county would have to make to finance purchase of the liner.

Commissioner Bullard commended staff members and the committee for the excellent work product presented. Commissioner Gose stated concerns that we did not accept the low bid, but negotiated with the other company to match the bid. The County Administrator stated that Reliable has agreed in writing to accept both zones with the low bid. Ross Macbeth advised that the problem is with the commercial rates, as Reliable's bid was higher than Florida Recycling. Commissioner Bullard spoke in favor of the package as presented as it gives a maximum level of protection to residential as well as commercial and keeps both haulers in the zones they are familiar with and lowers the rates. The consensus of the Board was to bring back the package for a decision on May 2, 2000. Clayton Womer spoke in favor of keeping the rates as they exist. See Landfill file for copy.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Lucy Castillo, Housing Programs Coordinator

SUBJECT/TITLE: Request adoption of Resolution 22-23-103 for Budget Amendment 22-23-089 regarding the FY 22/23 Hurricane Housing Recovery Program (HHRP) funds in the amount of \$167,860.

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.

Highlands County was allocated \$167,860.00 from the Hurricane Housing Recovery Program (HHRP)/Disaster Strategy for FY 2022-2023 Phase 30. Funds will be expended through strategies approved under the Local Housing Assistance Plan (LHAP) covering that year.

The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy is only funded and implemented in the event of a disaster and must initially use any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. A total of \$194,293.07 in unencumbered funds from FY 21-22 Phase 29 were initially used.

Budget Amendment 22-23-089 is being proposed to receive and appropriate \$167,860.00 awarded to Highlands County for FY 2022-2023 and to realign \$194,293.07 within the FY 2022/2023 budget.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-103 for Budget Amendment 22-23-089 regarding the FY 22/23 Hurricane Housing Recovery Program (HHRP) funds in the amount of \$167,860.00.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2022-2023 in the amount of \$167,860 (SHIP Phase 30).

Attachments: [22-23-089 Project 20366 SHIP Realignment.pdf](#)
[22-23-089R Proj 20366 SHIP Realignment.pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: **Lucy Castillo**

*list additional cost centers on reverse side of form

REASON: To realign the FY 22-23 budget to pay for expenses associated with the SHIP Program.

Posted by Clerk:

RESOLUTION NO. 22-23-103

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-089 TO
THE STATE HOUSING INITIATIVES PARTNERSHIP (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 State Housing Initiatives Partnership (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 22-23-089 is hereby approved and authorized to budget additional SHIP Grant Revenue received to Project 21366 in the amount of \$167,860.00.

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 May, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 05/02/2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request approval of Letter of support for the Culvert Replacement Project in the Istokpoga Marsh Watershed Improvement District (IMWID).

STATEMENT OF ISSUE

In conjunction with the county's federal grant consultants, Merchant McIntyre, the Legislative Affairs & Grants Coordinator has been working with the County's administration, directors and division staff to locate and match federal funding opportunities that can directly assist our county to meet our goals and prosper. One of those funding opportunities that was identified is federal earmark funding. Recently, US Congressman Scott Franklin's office has opened their portal for these types of applications.

Eight projects were submitted by the County's Directors, assembled into a list, and presented to the consultants and county administration for review. After reviewing each project, they determined that the project with the highest probability of federal funding through earmarks was the Culvert Replacement Project. in the IMWID area.

The Istokpoga Marsh Watershed Improvement District (IMWID or District) is a special taxing district located south of Lake Istokpoga within Highlands County, Florida. The District is comprised of 26,000 acres of agricultural lands including vegetable, specialty crops, and cattle ranching. Water levels are managed by roughly 29.5 miles of channels and sixteen water control structures starting from Lake Istokpoga, throughout the district, and discharging into the C-41 canal. These structures were first installed in 1967 and rehabilitated in 1984 to repair rusted risers. The original steel discharge culverts, however, have not been replaced in fifty-five years and have exceeded their average life expectancy. All the outfall pipes are showing varying levels of rust and holes in the steel pipes. All the steel outfall pipes within the District will need to be replaced or rehabilitated to avoid structural failure that would be detrimental to the local agricultural producers and the surrounding areas. This includes the two inflow structures directly from Lake Istokpoga as well as the two outflow structures discharging into the C-41 canal.

The overall project replaces the most high-risk structures deemed most corroded by the Engineer on record before working through the lower risk structures. This tiered approach will allow IMWID to function as appropriated based on the agricultural lands. The first three structures being replaced are S4, S7, and S8.

Currently, Highlands County is undergoing the engineering and design phase of those three structures by Cool and Cobb Engineering Company (Task Order Assignment attached). This will be followed by S3, S6, S12, S5, S1, S9, S10, S13, S11, S18, S17, and S17A. The engineer on record will determine the best action in replacing the structures on a case-by-case basis. The preliminary discussion for the first three structures (S4, S7, and S8) is a smooth bore high-density polyethylene (HDPE) pipe to be inserted into the existing culvert and filled in with a flowable fill. This approach will reinforce the existing culvert and will not reduce the water flow velocity while providing a cost-effective solution. Funding for the first three prioritized structures will come in the form of the IMWID. Grant funding will continue to be sought out for additional structure replacements. All major permits for this project are in place apart from any

needed permits for the temporary sheet piling used for dewatering S4 on Lake Istokpoga. After completion of the project, all structures will be owned by IMWID and maintained by Highlands County staff as is currently done. The current request for this project includes construction costs associated with reconstruction of S3, S5, and S6.

RECOMMENDED ACTION

Move to approve the Letter of support for the Culvert Replacement Project in the Istokpoga Marsh Watershed Improvement District (IMWID).

FISCAL IMPACT

No Fiscal Impact

Attachments: [IMWID Culvert Replacement Letter of Support BOCC.SGS.docx](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

May 2, 2023

RE: Community Project Funding Request – Highlands County, FL

The Honorable Scott Franklin
249 Cannon House Office Building
Washington, D.C. 20515

Dear Representative Franklin:

On behalf of the citizens of Highlands County, we send this letter in great appreciation of your decision to support our FY24 Community Project Funding request (“Project”). Through support of this Project, your office has demonstrated its commitment to the quality of our community’s water resources and environmental sustainability. Community investments like this are appropriate and timely and will ensure our region remains open to opportunities for families and businesses to live and grow. In addition, this Project will support continued water infrastructure and sustainability for a fiscally-constrained, underserved, and underrepresented community.

We appreciate your recognition that, while this total project spans many years of planning and execution, the dollars included in this proposal will be executed within the appropriate timeline for FY24 Community Project Funding proposals, with the knowledge that these federal dollars will be supported by local funding to complete this vital Project.

Although our County is a new addition to your District, your office’s quick and decisive work to support this Project speaks volumes of your priorities. We know that this Project must work its way through the congressional appropriations process, and we are happy to have you in our corner. Thank you for the work you are doing to ensure the needs of our community are heard and responded to at the national level. We remain grateful for your office’s support in sharing the story of our vibrant community in Washington!

Sincerely,

Commissioner Chris Campbell

Commissioner Don Elwell

Commissioner Scott Kirouac

Commissioner Arlene Tuck

Commissioner Kevin Roberts

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 2, 2023

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

SUBJECT/TITLE: Request approval of TOA #1-2 with Chastain Skillman, Inc. for Bald Eagle Monitoring Services and Budget Amendment 22-23-088 for funds for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Material Project No. 20045.

STATEMENT OF ISSUE

Attached for your approval is TOA #1-2 with Chastain Skillman, Inc. for Bald Eagle Monitoring Services for the Borrow Pit Mining for Cover Material project in the amount of \$9,790.00 along with Budget Amendment 22-23-088 to reallocate \$9,790.00 in funds into the project.

During the field review of the site for the proposed borrow pit the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) detected a bald eagle nest in the center of the site. Due to the location of the eagle nest within the project site an incidental take of the nest tree outside of nesting season was the only option. An Eagle Nest Take Permit was submitted to the United States Fish & Wildlife Services (USF&WS) and approved. The eagle nest was removed in accordance with the USF&WS Eagle Nest Take Permit No. MBPER0050433. Further stipulations of the permit require monitoring of the nest and a report be submitted to USF&WS. TOA #1-2 with Chastain Skillman, Inc. in the amount of \$9,790.00 is for providing the monitoring services and report.

Funds in the amount of \$9,790.00 will need to be reallocated from within Fund 401 and Cost Center 4210 (Refuse Disposal) from Account 53100 – (Professional Services), which has funds in the amount of \$10,000.00 budgeted in FY 22/23 for Engineering Services, to Account 53100Z – (Project Professional Services) for Project 20045 HCSWMC Borrow Pit Mining for Cover Material.

RECOMMENDED ACTION

Move to approve TOA #1-2 with Chastain Skillman, Inc. for Bald Eagle Monitoring Services and Budget Amendment 22-23-088 for funds for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Material Project No. 20045.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 22/23 budget as funds in the amount of \$10,000.00 were budgeted in FY 22/23 for professional services in Cost Center 4210 (Refuse Disposal), Account 53100 (Professional Services).

Attachments: [22-23-088 Project 20045 HCSWMC Borrow Pit Mining.pdf](#)
[20-024 Chastain-Skillman TOA 1-2 Eagle v3.pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

April 19, 2023

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

DATE: 4/18/2023

SUBMITTED BY:

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

PROJECT(S) #: 20045 PROJECT TITLE(S): HCSWMC Borrow Pit Mining COST CENTER TITLE(S): Refuse Disposal

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGE
E	401	4210	53100	Professional Services		562,564.20		9,790.00	552,774.20
E	401	4210	53100Z	Project Professional Services	20045	77,682.10	9,790.00		87,472.10
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This budget amendment is necessary to reallocate funds within Fund 401 (Solid Waste Enterprise Fund), Cost Center 4210 (Refuse Disposal) in the amount of \$9,790 for Professional Engineering Services for Project #20045 (HSWMC Borrow Pit Mining) for cover material.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-088

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

HIGHLANDS COUNTY, FLORIDA AUTHORIZATION FORM

Select One of the following	
☒ TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#1-2
☐ CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	#
Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and Chastain-Skillman, 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: \$9,790.00
	Budget Account Number: Fund or cost enter/account/project #, if applicable. 401/4210/53100
	RFP# 20-024 Category 2 Engineering
	Master Contract Date: 03/16/2021

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☒ Exhibit A – Scope of Work ☒ Exhibit B – Compensation	☒ Exhibit C – Sub-Consultants ☐ Exhibit D – Plans/Drawings/Survey N/A
DEPARTMENT APPROVAL	
Recommended by Print Name: Robert A. Diefendorf, Jr., EI, Asst. to the County Eng.	Reviewed by Print Name: Clinton Howerton, Jr., P.E., Critical Infrastructure Dir.
X	X
1. Project Manager Signature Date	2. Director or Designee Signature Date
CONSULTANT ACCEPTANCE	
Consultant's Designated Agent Print Name: W.R. Cauthan, P.E., Vice President	Consultant Project Manager: Print Name: W.R. Cauthan, P.E., Vice President
X	
3. Consultant Signature Date	
PURCHASING REVIEW	
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney
X	X
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date
LEGAL REVIEW	
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Chris Campbell, Chair
X TOA 1-2 to be approved by Board.	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit “A” Scope of Work

Project: Bald Eagle Monitoring Services

The CONSULTANT will provide environmental support services for bald eagle monitoring in accordance with the U.S. Fish and Wildlife Services (USFWS) Eagle Nest Take Permit #MBPER0050433 that was issued for the Highlands County Landfill Borrow area site.

TASK 1. HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER BALD EAGLE MONITORING SERVICES

The CONSULTANT will monitor a 1.5-mile radius (where legally accessible) of the eagle nest that was identified in USFWS Eagle Nest Take Permit #MBPer0050433 to determine if any nests have been constructed in the area. These services will include the following:

- Bald Eagle Nest Monitoring – The CONTRACTOR will conduct a minimum of five (5) monitoring events. These events will be conducted to determine if a new nest had been constructed. If no new nest is observed, monitoring events are required to continue through the end of nesting season. If a new nest is documented, specific patterns or changes in bald eagle behavior will be monitored and noted throughout nesting season. The monitoring of the observed nest must continue through May 2023 and every month after that until the eaglets have fledged.
- Bald Eagle Annual Report – Upon conclusion of the 2022-2023 bald eagle monitoring event and Eagle Take Annual Report (Form 3-202-15) will be prepared by the CONSULTANT for submittal to the USFWS. This report will include a summary of the eagle behavior during the nesting season. If no nest is documented and no eagle activity is observed, the report will indicate “no activity observed” for the 2022-2023 nesting season. In accordance with the USFWS Eagle Nest Take Permit # MBPER0050433 conditions, this report will be submitted by June 30th of 2023.
- USFWS Coordination – If required, the CONSULTANT will provide coordination with the USFWS during the 2022-2023 monitoring event.

DELIVERABLES

Upon conclusion of the bald eagle monitoring event and Eagle Take Annual Report will be prepared by the CONSULTANT for submittal to the USFWS by June 30th, 2023.

EXCLUSIONS AND CONSIDERATIONS

- Only one season (2022-2023) of bald eagle monitoring is included in the Scope of services.
- Additional listed species surveys are not included in the Scope of Services.
- Additional bald eagle permitting is not included in the Scope of Services.

- Any mitigation or in lieu fees are not included in the Scope of Services.
- Section 7 or Section 10 consultation is not included in the Scope of Services.
- Site access will be provided by the County or the CONSULTANT.

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. The CONSULTANT will complete work under this TASK ORDER within ninety (90) days from the final execution of the Authorization, unless otherwise extended by the COUNTY.

**Exhibit “B”
Compensation**

In accordance with the Contract for Continuing Services for Work of a Specified Nature between HIGHLANDS COUNTY (**the COUNTY**), **Chastain Skillman, Inc. (the CONSULTANT)**, the **CONSULTANT** will perform these services for the total amount of Nine Thousand Seven Hundred Ninety Dollars and 0/100 **(\$9,790.00)**. A cost breakdown of the compensation for these services is listed below. Invoices will be sent monthly and will contain a brief summary of the tasks performed during the month. Compensation will be based on the percentage of completion.

	Highlands County Solid Waste Management Center Bald Eagle Monitoring Services TOA #1-2	
Task No.	Description	Fee
1	Bald Eagle Monitoring Services	\$9,790.00
	To include sub-consultant fees and markup as applicable	
	Fixed Fee (Including Reimbursable Expenses)	\$9,790.00

**Exhibit “C”
Sub-Consultants**

Type/Service: Environmental Services

Name: Environmental Science Association

Address: 5401 S. Kirkman Road, Suite 475, Orlando, FL 32819

Contact: Craig Stout

Contact Phone: 407-227-5598

Contact E-mail: cstout@esassoc.com

**EXHIBIT “D”
Plans/Drawings**

Not Applicable to this TOA

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Karen Healy, Supervisor of Elections

SUBJECT/TITLE: Request adoption of Resolution 22-23-105 for Budget Amendment 22-23-091 to assign and appropriate funds for Project 22058 Elections Security Grant funds for FY22/23.

STATEMENT OF ISSUE

The Supervisor of Elections' office has been awarded a 2023 Elections Security grant to address the needs identified in conjunction with the assessment by the Department of State's Cybersecurity Team and ensure compliance with the 2023 updated MOA for Minimum Security Standards for the Florida Voter Registration System. There is no county match requirement.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-105 for Budget Amendment 22-23-091 to assign and appropriate funds for Project 22058 Elections Security Grant funds for FY22/23.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$40,575.00, which is being appropriated in project 22058 (Elections Security Grant), account 55200Z (Project Operating Supplies) for the full amount awarded.

Attachments: [22-23-091 Project 22058 Elections Security Grant 22-23 \(BA\).pdf](#)
[22-23-091R Proj 22058 Elections Security Grant 22-23 \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: Lisa C. Branca

*list additional cost centers on reverse side of form

REASON: To assign and appropriate Project 22058 for the 2022-2023 Elections Security Grant funds.

OMB RECOMMENDATION:

TRANSFER TYPE:

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Posted by Clerk:

RESOLUTION NO. 22-23-105

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-091 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 22-23-091 is hereby approved and authorized to appropriate the 2022-2023 Elections Security Enhancement Grant Funds for the Supervisor of Elections Project # 22058 to be used for allowable expenses in addressing continuing election security needs specifically identified in coordination with an assessment conducted between the SOE and the Dept of State's cyber security navigator team. The net fiscal impact is an increase in the amount of \$40,575.

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 May, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request adoption of Resolution 22-23-106, establishing a minimum tax bill notice amount pursuant to Florida Statutes, Section 197.212, and providing instructions to the Tax Collector and Property Appraiser regarding the minimum tax bill notice amount.

STATEMENT OF ISSUE

Florida Statutes, Section 197.212, sets forth that on the recommendation of the county tax collector, a county may adopt a resolution instructing the tax collector not to mail tax notices to a taxpayer if the amount of taxes shown on the tax notice is less than an amount up to \$30.00. Florida Statutes, Section 197.212, also provides that any such resolution shall instruct the county property appraiser to not make an extension on the tax roll for any parcel which the tax does not exceed the amount set forth in the resolution. After assessing the cost of printing, mailing and processing notices and collecting the associated tax, the Highlands County Tax Collector has recommended to the Highlands County Board of County Commissioners that a resolution be adopted instructing the Tax Collector not to mail notices to any taxpayer when the amount of taxes shown on the tax notice is \$5.00 or less.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-106, establishing a minimum tax bill notice amount pursuant to Florida Statutes, Section 197.212, and providing instructions to the Tax Collector and Property Appraiser regarding the minimum tax bill notice amount.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Resolution_Minimum_Tax_Bill_Notice_Amount.SGS.docx](#)
[Office Memo- Minimum Tax.pdf](#)

RESOLUTION NO. 22-23-106

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO MINIMUM TAX BILL NOTICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ESTABLISHING THE MINIMUM TAX BILL AMOUNT; PROVIDING INSTRUCTIONS TO THE TAX COLLECTOR AND THE PROPERTY APPRAISER; 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 197.212, sets forth that on the recommendation of the county tax collector, a county may adopt a resolution instructing the tax collector not to mail tax notices to a taxpayer if the amount of taxes shown on the tax notice is less than an amount up to \$30.00; and

WHEREAS, Florida Statutes, Section 197.212, also provides that any such resolution shall instruct the county property appraiser to not make an extension on the tax roll for any parcel which the tax does not exceed the amount set forth in the resolution; and

WHEREAS, after assessing the cost of printing, mailing and processing notices and collecting the associated tax, the Highlands County Tax Collector has recommended to the Highlands County Board of County Commissioners that a resolution be adopted instructing the Tax Collector not to mail notices to any taxpayer when the amount of taxes shown on the tax notice is \$5.00 or less; and

WHEREAS, Highlands County hereby finds the request of the Tax Collector to be prudent and has determined that it is in the best interest of the citizens of Highlands County to adopt a minimum tax bill notice amount accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS 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. Establishing a Minimum Tax Bill Notice Amount. In accordance with Florida Statutes, Section 197.212, Highlands County hereby establishes the minimum tax bill notice amount to be \$5.00.

SECTION 3. Instructions to the Tax Collector and Property Appraiser.

A. The Tax Collector is hereby instructed not to mail notices to any taxpayer when the amount of taxes shown on the tax notice for that taxpayer is \$5.00 or less.

B. The Property Appraiser is hereby instructed not to make an extension on the tax roll for any parcel for which the tax is \$5.00 or less.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to the establishment of a minimum tax bill notice amount pursuant to Florida Statutes, Section 197.212, which is the subject of this Resolution, 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of May, 2023.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski,
Clerk of Court



ERIC T. ZWAYER

Tax Collector

Serving Highlands County

540 South Commerce Ave • Sebring, Florida 33870

www.hctaxcollector.com (863) 402-6685

MEMORANDUM

TO: Laurie A. Hurner, County Administrator

FROM: Eric T. Zwayer, Tax Collector

RE: Minimum Tax Bill

DATE: 4/5/2023

In accordance with Florida Statutes 197.212, on the recommendation of the Tax Collector, the Board of County Commissioners may adopt a resolution instructing our office not to mail the tax notices to a taxpayer if the amount of taxes shown on the tax notice is less than an amount up to \$30. The Tax Collector's office would like to recommend the Board of County Commissioners adopt a resolution instructing our office not to mail tax notices to a taxpayer if the amount of taxes shown on the notice is less than \$5. The resolution would also instruct the Property Appraiser to not make an extension on the tax roll for any parcel for which the tax would amount to less than \$5.

After surveying several other tax collectors in the State, most of them have a minimum tax bill amount ranging from \$1 to \$30. We estimate the requested minimum amount would defray the cost of printing, mailing, processing, and collecting for a tax bill of \$4.99 or less.

If you have any further questions, please do not hesitate to contact me.

Thank you for your time, consideration, and help in this matter.

Cc: Raymond McIntyre, Property Appraiser

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request adoption of Resolution 22-23-96 for Budget Amendment 22-23-082 to assign and appropriate funds for Project 22057, Florida Association of Rural EMS Grant funds for FY22/23.

STATEMENT OF ISSUE

The Highlands County EMS has been awarded a 2023 grant to implement, train and provide telehealth capabilities to the Highlands County residents. There is no county match requirement.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-96 for Budget Amendment 22-23-082 to assign and appropriate funds for Project 22057, Florida Association of Rural EMS Grant funds for FY22/23.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) to be appropriated in Cost Center 5105 (EMS), Account 55200Z (Operating Supplies) in the amount of \$10,905.02; and an increase to Fund 181 (Fire Assessment) to be appropriated in Cost Center 3217 (Fire Assessment), Account 55200Z (Operating Supplies) in the amount of \$7,270.02 for a combined total of \$18,175.04.

Attachments: [22-23-082 Project 22057 FAREMS Grant \(BA\).pdf](#)
[22-23-082R Proj 22057 FAREMS Grant \(Resolution\).pdf](#)

BUDGET AMENDMENTS

SUBMITTED BY: Roxanna Taylor

RESOLUTION NO. 22-23-96

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-082 TO
THE GENERAL AND FIRE ASSESSMENT 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 General and Fire Assessment 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 22-23-082 is hereby approved and authorized to appropriate funding in Project 22057 FL Association of Rural EMS to Fund 005 (General) and Fund 181 (Fire Assessment) in the amounts of \$10,905.02 and \$7,270.02, respectively, for a total amount of \$18,175.04.

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 May, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Jeff King, Executive Manager of Business and Economic Development

SUBJECT/TITLE: Request to appoint Drew Bishop, Realtor with Keller Williams, to the Highlands County Industrial Development Authority and Economic Development Council.

STATEMENT OF ISSUE

The Industrial Development Authority and Economic Development Council of Highlands County has moved to recommend Drew Bishop be appointed to those respective boards. The boards agree a realtor will be a valuable addition to the board, and Mr. Bishop is a great fit with his vast knowledge of Highlands County and focus on commercial real estate.

RECOMMENDED ACTION

Move to appoint Drew Bishop, Realtor with Keller Williams, to the Highlands County Industrial Development Authority and Economic Development Council.

Attachments: [Bishop Application for Board.pdf](#)

Application for Appointment

(To request appointment to a board, committee, authority or other special activity)

Name: Andrew (Drew) Bishop

Address: 3011 Lakeview Drive

Phone: 863-381-1870

Email: drewbishop86@gmail.com

I wish to be appointed to the following board, committee, authority or special activity of the Highlands County Board of County Commissioners:

as a: ☒ regular member ☐ alternate ☐ advisory only

Employment experience

Current: Real Estate Associate - Keller Williams

Brief description: Commercial, Agriculture and Residential Real Estate

Previous: Center State Home Inspections - Founder & Owner

Brief description: Conduct Home Inspections

Education/special training

High School: Sebring High School

College:

Special training: Certified Electric Lineman, Home Inspection License, Real Estate License

Activities & interests:

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

No appointed or elected positions held.

Are you related to any county employee or county commissioner? ☐ Yes ☒ No

Name of relative:

Relationship:

Important:

The Highlands County Board of County Commissioners has an adopted Code of Conduct for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. A copy can be found at <http://hcbcc.net/section/index.php>. Please indicate by signing below that you have read and understand the adopted Code of Conduct.

Signature:



Date submitted:

12-7-22

**Highlands County Industrial Development Authority and Economic Development
Commission Board of Directors Q&A**

1) What does economic development mean to you?
Economic development serves the role of planning growth and opportunities in a well-thought out and successful manner for our County.
2) Why do you want to serve on the Board of Directors for the Highlands County IDA/EDC?
Being a native of Highlands County I care about its future and want it to continue to be a desirable place to raise my family with hopes our sons will want to remain or return here to raise their families.
3) As a board member, how would you promote economic development for the county?
Our County has so much to offer that it is easy to promote. In my current career I have the opportunity to "sell" the features of our County - location, roadways, health care accessibility, beautiful landscapes and lakes, outdoor recreational activities and several new housing developments being planned/constructed currently.
4) What are your goals for Highlands County economic development?
I would like to see continued growth in industry and commercial businesses while still sustaining the backbone of our county - agriculture. All of these growth opportunities will provide more jobs and a market for young professionals to settle here.
5) What other organizations, if any, have you previously or do you currently belong to? What responsibilities did you have (Officer seats, Community Service, etc.)?
Sebring Dixie Youth Baseball - Current Board Member Sebring Firemen - Active Member United Way of Central Florida-Highlands Co. Division Board Member -

Please submit formal résumé

ANDREW BISHOP

3011 Lakeview Drive • 863-381-1870
drewbishop86@gmail.com

As a Highlands County native I have a strong desire to serve on the IDA/EDC Board so I can contribute to the future of our county. If appointed to the Board I will strive to contribute to continued smart development and growth of our community.

EXPERIENCE

2015 – PRESENT

**COMMERCIAL, AGRICULTURE & RESIDENTIAL REAL ESTATE ASSOCIATE
KELLER WILLIAMS**

Manage real estate transactions on many levels focusing on large commercial and agriculture properties. Instrumental in attracting Wawa to our County and have completed substantial agriculture property sales.

2013-2021

FOUNDER/OWNER, CENTER STATE HOME INSPECTIONS

Created a successful home inspection company, growing to be one of the largest in the County in the first year. We conducted home inspections for insurance policies and residential real estate. We sold the company in 2021.

2007-2014

CERTIFIED ELECTRIC LINEMAN, GLADES ELECTRIC COOPERATIVE, INC.

Performed all duties required of an electric lineman, including storm recovery work, installation of new electric service lines and restoration of aged lines.

EDUCATION

2015

REAL ESTATE LICENSE, SCHOOL

Acquired Commercial & Residential Real Estate License

JUNE 2005

SEBRING HIGH SCHOOL, SEBRING, FLORIDA

ACTIVITIES

Sebring Dixie Youth Baseball – Current Board Member

Sebring Firemen – Active Member

United Way of Central Florida-Highlands County Division – Past Board Member

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

SUBJECT/TITLE: Request to appoint a Regular Voting Member on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).

STATEMENT OF ISSUE

There is currently a vacancy for a Regular Voting Member on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z). Per the Policy on Board Appointments, when a vacancy occurs, the Alternate Members shall be given priority consideration for appointment to a board based on seniority; however, the three existing Alternate Members were all appointed at the same time. With the goal of having representation from a vast range of backgrounds and experience related to development and land use topics, Staff recommends appointment of a member with varying experience than those currently appointed as Regular Voting Members.

RECOMMENDED ACTION

Move to approve the appointment of James Leonardo as a Regular Voting Member of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).

FISCAL IMPACT

No fiscal impact.

Attachments: [J Leonardo Resume.pdf](#)
[D Miller Resume.pdf](#)
[S Pipal Resume.pdf](#)

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: [Drake, Michelle](#)
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Wednesday, March 8, 2023 10:18 AM

[CAUTION: External Message*]

Name = James Leonardo

Address = 3701 Grand Concourse

City = Sebring

State = FL

Zip_Postal_Code = 33875

Phone = 863-381-2798

Email = leonardojames95@gmail.com

Request = Board of Adjustment / Planning & Zoning Commission

Membership Type = Alternate Member

Current Employment Experience: = Since 2020, I have owned and operated Carter and Leonardo Environmental Services. As an Environmental Scientist and Authorized Gopher Tortoise Agent; I consult clients on state and federal environmental permitting, county environmental clearance, due diligence studies, etc.

Previous Employment Experience: = 2018-2020: I worked as an account manager for Cellular Sales in Tallahassee.

High School = Sebring High School

College = Florida State University

Special Training: = Special Training

Activities & Interest: = Salt and Fresh water fishing, Attending local central Florida events; Strawberry Festival, Sebring Fair, Gun Shows, etc., Live sporting events; Florida State Football, Tampa Bay Lightning, etc., Physical fitness, Spending time with family

Current positions on boards, committees, elected offices, law enforcement positions: = N/a

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Male

Disabled = No

Age = 27

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 72.186.52.108

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: [Drake, Michelle](#)
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Tuesday, June 28, 2022 11:20:44 AM

[CAUTION: External Message*]

Name = Douglas J Miller Jr
Address = 8020 County Road 635
United States
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 8632735253
Email = doug@legacyproduceinc.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Self-employed
Produce Salesman
6 years
Legacy Produce Inc
8020 County Road 635
Sebring, FL 33875
863-273-5253

Previous Employment Experience: = Mack Farms/McMelon
Produce Salesman

Reiter Affiliated Companies
Strawberry/Blueberry Production Manager

Lipman Family Farms
Produce Salesman

High School = High School
Sebring High School
College = College
Abraham-Baldwin Agriculture College
Special Training: = Special Training
Activities & Interest: = Coaching Baseball
Showing Beef Cattle
Raising Show Cattle
Beef Cattle Genetics
Time spent with family
Current positions on boards, committees, elected offices, law enforcement positions: = Past
Farm Bureau Board Member and President
Dixie Youth Baseball Board Member
Relation = Yes
Relative Name: = Thomas Andrews
Cody Miller

Relationship: = uncle and brother

Conviction = No

Gender = Male

Disabled = No

Age = 42

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 4.36.112.46

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From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: [Drake, Michelle](#)
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Friday, April 29, 2022 9:16:20 AM

[CAUTION: External Message*]

Name = Sara Pipal
Address = 20 Quail Roost Rd
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 612-404-8116
Email = spipal@bhhsflpg.com
Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Current Affiliations:
Team Leader - The Pipal Group BHHS Florida Properties Group
Broker Associate with BHHS Florida Properties Group
2022 - President Elect - Heartland Association of Realtor

Committees:
Government Affairs, Diversity & Community Outreach, MLS, Education.

Previous Employment Experience: = Director of the Heartland Association
Chair for the At Home with Diversity and Community Outreach Committee
Chair for the MLS Committee
Managing Broker for Coldwell Banker Highlands Properties

High School = I have been licensed as a Broker in NC, MN and Florida
College = College
Special Training: = Designations: GRI, AHWD, SRS
Activities & Interest: = When I am not working, I spend my time with family and travelling with my husband.
Current positions on boards, committees, elected offices, law enforcement positions: =
2022 -President Elect - Heartland Association of Realtor
2016-2018 and 2020-2021 - Director Heartland Association of Realtors
2019 - Director Minneapolis Association of Realtors

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 55
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.94.6.197

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request to appoint/reappoint (2) voting members to the Construction Licensing, Enforcement and Appeals Board.

STATEMENT OF ISSUE

John Shoop resigned from the board February 7, 2023. There is currently (1) vacancy for a regular voting member from the general public. Kamla Long is currently an alternate member and has agreed to serve as a regular member from the general public.

In addition to this vacancy, John Palmer's current term expires May 5, 2023; he has agreed to serve another term.

RECOMMENDED ACTION

Move to approve the reappointment of John Palmer as a Regular Voting Member (Contractor) and move Kamla Long from alternate to Regular Voting Member (Public) with four-year terms expiring May 5, 2027.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Kamla Long 2022.pdf](#)
[John Palmer 2023.pdf](#)

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: [Drake, Michelle](#)
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Wednesday, July 6, 2022 4:26:22 PM

[CAUTION: External Message*]

Name = Kamla Long
Address = 2486 S Lake Letta Dr.,
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 9413219222
Email = kamlalong@yahoo.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Construction Licensing, Enforcement and Appeals Board
Request = Highlands County Citizen Advisory Task Force
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Currently in semi retirement.
Active Volunteer and learner.
Previous Employment Experience: = Ministry Leader/Director of Leadership Development -
Bayside Community Church, Bradenton, FL. 2009-2021.
Licensed Florida Real Estate Sales Associate/Realtor -
New Home Sales Consultant for local, premier Builder/
General Real Estate Sales - Bradenton, FL. 2003-2009.
Business Owner/ Daycare and Preschool -
Ortonville, Michigan.1994- 2003
High School = High School - Holy Faith Convent, Trinidad, WI. 1976 to 1981
College = College - B.ED. University of Alberta, Canada. 1984 to 1988
Special Training: = Special Training - John Maxwell Coaching certification
Activities & Interest: = Active volunteering in church and community.
I enjoy meeting people and being a connector of people.
Historical Society of Avon Park member,
learning about the history and museum activities of Avon Park.
Heartland Cultural Alliance,
interested in bringing diversity and cultures together,
to be an encourager of relationship development.
Current positions on boards, committees, elected offices, law enforcement positions: = None
at this time.
I met Eric Longshore and he encouraged me to apply for the public seat on the CLEAB board.
I am interested in local tourism and activities to promote Avon Park and Highlands County.

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female

Disabled = No

Age = 56

Signature Certification: = Checked indicating Electronically Signed

Client IP = 172.58.173.57

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From: [Drake, Michelle](#)
To: [Lopez, Helen](#)
Cc: [Rybinski, Gloria](#)
Subject: FW: Committee Application
Date: Monday, April 17, 2023 10:39:02 AM

Hi Helen,
Here is the committee application you asked about.
Thanks,

Michelle Drake
Executive Assistant
Office of the County Administrator, Highlands County Board of County Commissioners
863-402-6517
600 S. Commerce Ave., Suite B233, Sebring, FL 33871-1926

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006
Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----

From: webmstr=highlandsfl.gov@revize.com <webmstr=highlandsfl.gov@revize.com> On Behalf Of webmstr@highlandsfl.gov
Sent: Wednesday, April 12, 2023 10:33 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Brutus, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = john p palmer
Address = 1957 LAKE LOTELA DR
City = avon park
State = FL
Zip_Postal_Code = 33825-9708
Phone = 8634522848
Email = john@johnpalmerelectric.com
Request = Construction Licensing, Enforcement and Appeals Board Membership Type = Regular Member Current
Employment Experience: = Owner of John Palmer Electric 17 Years with 30 years experience in HVAC and Electrical.
Previous Employment Experience: = none
High School = Avon Park High School
College = Florida State University
Special Training: = Special Training
Activities & Interest: = Highlands county Seminole booster club board member Current positions on boards, committees, elected offices, law enforcement positions: = Construction Licensing, Enforcement and Appeals Board
Relation = No Relative Name: =
Relationship: =
Conviction = No
Gender = Male

Disabled = No

Age = 50

Race: = White

Signature Certification: = Checked indicating Electronically Signed Client IP = 96.83.150.213

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Public Hearing to consider approval of Rapid Response Medical Transportation DBA Rapid Response EMS Rapid Response Ambulance application for a Class 1 Non-emergency Medical Transport, Class 2 Basic Life Support Ambulance, and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.

STATEMENT OF ISSUE

Rapid Response Medical Transportation DBA Rapid Response EMS Rapid Response Ambulance submitted a new application of COPCN for a Class 1 Non-emergency Medical Transport, Class 2 Basic Life Support Ambulance, and Class 3 Advanced Life Support application to Highlands County Fire Rescue on January 5, 2023. The application was found complete and was publicly noticed on April 16, 2023, pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida

RECOMMENDED ACTION

Move to approve Rapid Response Medical Transportation DBA Rapid Response EMS Rapid Response Ambulance application for a Class 1 Non-emergency Medical Transport, Class 2 Basic Life Support Ambulance, and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.

FISCAL IMPACT

No fiscal impact

Attachments: [Application.pdf](#)
[Liability Insurance Certificate 2023.pdf](#)
[Rapid Response \(1\).pdf](#)
[Class 1 COPCN.pdf](#)
[class 2 & 3 COPCN.pdf](#)

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Type of Application: New ☒ Renewal ☐ Transport ☐ NonTransport ☐

Type of Service: (1) Non-emergency medical transportation ☒
(2) Basic Life Support ambulance ☒
(3) Advanced Life Support ambulance ☒
(4) Air Ambulance service ☐

- Name of Service Rapid Response Medical Transp / BBA Rapid Response EMTS
Rapid Response Ambulance

Mailing Address 555 Sawgrass Corporate Pkwy City Sunrise

County Broward State FL Zip Code 33325

Business Phone Number (954) 998-1017 FAX Number (954) 206-7878

Type of Ownership (i.e., Private, City, County, Volunteer, Etc.) Private

Experience of Applicant 4 yrs of Servicing Hendry Regional Medical Center
CEO has over 25 yrs of NHC Paramedic Experience
- Manager's Name Steve Portnov (CEO)
- Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).

NAME	ADDRESS	POSITION
PORTNOV Steve	11921 SW 9 CT Davie FL 33325	CEO - 50% Owner
PORTNOV Tana	11921 SW 9 CT Davie FL 33325	CEO - 50% Owner
- List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

524 West Sagamore Ave Clewiston, FL 33440
555 Sawgrass Corporate Parkway, Sunrise, FL 33325
- Describe the geographic area to be served by your service. Attach map showing area described, if necessary.

Highland County - Lake Placid + Seabring area
- Radio Frequencies First Net Network

Radio Call Number(s) 954-395-5772; 954-999-6398; 954-393-5760

7. Please list all hospitals or facilities with which you have direct radio communications (attach a separate sheet if needed).

FROM VEHICLE

FROM YOUR BASE STATION

Rapid Response Ambulance utilizes mobile phones
for direct contact with facilities

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes ☒ No ☐

9. Attach the following:

ATTACHMENT #1 Description of the staffing patterns to assure compliance with staffing requirements set forth in 64E, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics.

ATTACHMENT #2 Vehicle Roster

ATTACHMENT #3 Vehicle Permit Applications

ATTACHMENT #4 Insurance Verification (by copy of policy) - limits of coverage must be shown on policy. Must be current.

ATTACHMENT #5 A statement of facts showing the demand or need for the proposed service.

ATTACHMENT #6 A proposed schedule of rates, fares and charges, if any.

ATTACHMENT #7 Copies of all certificates and/or licenses held by all personnel.

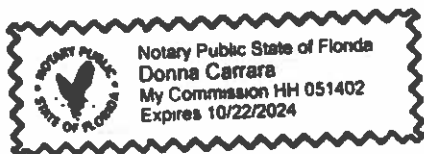
ATTACHMENT #8 Copy of contract with medical director.

ATTACHMENT #9 Agreement to comply with all state and county laws, ordinances, and regulations.

ATTACHMENT #10 Evidence that the applicant is financially able to provide the service(s) described in the application.

AIR AMBULANCE APPLICANTS MUST ALSO ATTACH THE FOLLOWING: (1) Copy of aircraft liability coverage; (2) copy of medical liability coverage for each air medical crew member; (3) copy of each pilot's commercial license and current medical certificate. IF YOU ARE NOT CURRENTLY LICENSED IN THIS STATE, A LICENSE MUST BE ISSUED BEFORE YOU MAY OPERATE IN THIS STATE.

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statutes, and 64E, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. To the best of my knowledge, all statements on this application are true and correct.



Notary Seal

Signature

S. P. Jm

CEO

Position

Notary Signature

Donna Carrara

Date

1/5/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donna Carrara Insurance Agency, LLC 555 Sawgrass Corporate Parkway Sunrise FL 33325		CONTACT NAME: Donna Carrara PHONE (A/C, No, Ext): (954) 473-2022 E-MAIL ADDRESS: donnacarrara@comcast.net FAX (A/C, No): (954) 475-0223	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WESTERN WORLD INS CO	
		INSURER B: NATIONAL INDEMNITY CO OF THE SOUTH	
		INSURER C: NATIONAL LIABILITY & FIRE INSURANCE COMP	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPP8793033	02/08/2022	02/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			74APS103476	12/06/2022	12/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	A9WC405065	02/19/2023	02/19/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Highlands County, a political Subdivision of the State of Florida and its Elected Officials, Employees, and volunteers' will be name as additional insureds. In the process of adding as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Highlands County BOCC 600 S Commerce Ave Sebring FL 33870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. App Rapid Response Ambulance

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:

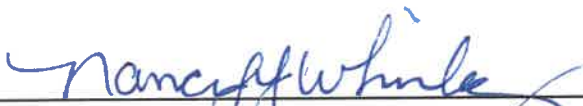
April 16, 2023

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 16th day of April 2023 by Janet Emerson, who is personally known to me.


Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00035703 00122682

HIGHLANDS COUNTY FIRE RESCUE
4506 KENILWORTH BLVD
SEBRING, FL 33870



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

NOTICE OF PUBLIC HEARING TO CONSIDER ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on May 2, 2023, at 9:00 a.m., or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Emergency Medical Services has received from Rapid Response Medical Transportation LLC, a Florida Corporation d/b/a RAPID RESPONSE AMBULANCE a private not for profit medical provider by the State of Florida Department of Health, an application for a Certificate of Public Convenience and Necessity (COPCN) for Class 1, Non-emergency medical transport, Class 2 Basic Life Support ambulance (BLS) and Class 3 Advanced Life Support ambulance (ALS) pursuant to Section 555 of the Code of Ordinances, Highlands County, Florida. The applicant intends to serve the geographical area Highlands County, Florida, including all incorporated areas within that County. The Class 1, Non-emergency medical transport, Class 2 - Basic Life Support ambulance encompasses providing basic life support medical services on inter-facility transports. The Class 3 - Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transports. A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue Services Administrative Office, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Mark Ellis, Deputy Clerk, at that address or by phone at (863) 402-6530. Photocopies may be obtained at that location for fifteen cents (\$0.15) per single sided page or twenty cents (\$0.20) for double sided copies.

All interested persons 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 or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), (863) 402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRC@highlandsgov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Chris Canabell, Chair
ATTEST:

Jerome Kaszubowski, Clerk
April 16, 2023

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance applied for a Class 1 Nonemergency Medical Transportation licensure I Highlands County to provide nonemergency medical transport to the citizens of the county who are confined to stretchers and wheelchairs and whose condition is such that these persons do not need nor are likely to need, immediate medical attention during transport: and

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, for Class 1 Nonemergency Medical Transport for a period of two years.

This license is effective May 2, 2023, and will expire May 2, 2025, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

Chris Campbell, Chairman, Board of County
Commissioners

Date: May 2, 2023

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance applied for a Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance certificate of public convenience and necessity to provide Advanced Life Support interfacility transfers and, at the County's request, transport patients to a medical facility; and

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, has stated that it will provide twenty-four hour service to all of the geographic areas of Highlands County, will continue to comply with all the requirements of Florida law, Part III of Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state and federal agencies regulating emergency medical transportation services.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue this Certificate of Public Convenience and Necessity to Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance pursuant to the terms, conditions, and limitations of Chapter 5 of the Code of Ordinances, Highlands County, Florida, for the remaining period of that Certificate of Public Convenience and Necessity as set forth herein, subject to and conditioned upon the following requirements:

(1) Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance complies with all requirements of Florida law, Part III of Ch. 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state or federal agencies regulating emergency medical transportation services.

(2) By acceptance of this certificate, Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, agrees to indemnify the County and its elected officials, officers, employees, agents, and insurers, for all claims and losses arising out of the operations of Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance specifically including, but not limited to, all claims and losses arising out of, resulting from or related to employment, by Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, of off-duty full-time or part-time employees of the County.

(3) Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, satisfies its obligations stated in Section 5-58(c) of the Code of Ordinances, Highlands County, Florida, which are included herein by this reference.

(4) Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance is authorized to provide only Advanced Life Support interfacility transfers between facilities described in Section 5-51 of the Code of Ordinances, Highlands County, Florida, and, at the County's request, transport patients to a medical facility subject to the terms, conditions, and limitations of Licensure by the State of Florida, and Divisions 1 and 2 of Article IV of Chapter 5 of the Code of Ordinances, Highlands County, Florida.

(5) Rapid Response Medical Transportation LLC d/b/a Rapid Response Ambulance, shall provide the services herein authorized twenty-four hours each day to all geographic areas of Highlands County.

(6) This Certificate of Public Convenience and Necessity is effective May 2, 2023, and will expire May 2, 2025, unless earlier revoked by the Board of County Commissioners.

Attest: _____

Jerome Kaszubowski, Clerk of Courts, Highlands County Florida

Chris Campbell, Chairman, Board of County Commissioners

Date: May 2, 2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: James Langford, P.E., County Engineer

**SUBJECT/TITLE: Request adoption of Resolution No. 22-23-60 to Vacate a Drainage Easement –
230 and 242 Commercial Place, Sebring, FL 33870**

STATEMENT OF ISSUE

Attached is Resolution No. 22-23-60 to vacate drainage easement over and across said property described as follows:

A portion of Lots 18 and 19, Sebring East Industrial Park, as recorded in Plat Book 15, Page 45, of the Public Records of Highlands County Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 19 of the above mentioned Sebring East Industrial Park Plat, said point also being the south west corner of Lot 18; thence run South 65° 00' 17" East, along the common boundary line between said Lots 18 and 19, for a distance of 33.10 feet to a point on a 30 foot wide drainage easement and being the point of beginning; thence run North 00° 00' 00" East, a distance of 5.38 feet; thence run North 32° 01' 47" East, a distance of 2.65 feet; thence run South 65° 00' 17" East, a distance of 239.42 feet to a point on the Right-of-Way of Commercial Place and being on a curve to the left; thence run along said Right-of-Way line being a curve concaved to the south east and having for it's elements a radius of 50.00 feet, a delta of 17° 15' 14", a chord bearing of South 24° 59' 48" West and a chord length of 15.00 feet; for an arc distance of 15.06 feet; thence run North 65° 00' 17" West, a distance of 233.97 feet; thence run North 00° 00' 00" East, a distance of 8.28 feet to the point of beginning.

SITE ADDRESS: 230 and 242 Commercial Place, Sebring, FL 33870

All pertinent County departments have been notified and has no objections. Replacement Tile Solutions, Inc. 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 construct a new commercial building in the middle of both lots.

RECOMMENDED ACTION

Move to adopt Resolution No. 22-23-60 to vacate a portion of the existing drainage easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public in and to the easement and any lands in connection herewith.

FISCAL IMPACT

No Fiscal Impact.

Attachments: [VOE Petition - 230 & 242 Commercial Place Agenda 01.30.2023.pdf](#)

RESOLUTION NO.: 22-23-60

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF CERTAIN DRAINAGE EASEMENT LOCATED ON 230 AND 242 COMMERCIAL PLACE, SEBRING, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY REPLACEMENT TILE SOLUTIONS, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF DRAINAGE EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of Replacement Tile Solutions, Inc. (Petitioner), requesting that Highlands County vacate drainage easements as described herein and renounce and disclaim the rights of the County and of the public in and to said drainage easements; and

WHEREAS, on March 15, 2023, and March 22, 2023, a notice of public hearing and intent to petition the County to vacate the easements described herein was published in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on May 2, 2023, 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 easement 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 Drainage Easement. The drainage easements as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the drainage easements so described is hereby renounced and forever disclaimed:

A portion of Lots 18 and 19, Sebring East Industrial Park, as recorded in Plat Book 15, Page 45, of the Public Records of Highlands County Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 19 of the above mentioned Sebring East Industrial Park Plat, said point also being the south west corner of Lot 18; thence run South 65° 00' 17" East, along the common boundary line between said Lots 18 and 19, for a distance of 33.10

feet to a point on a 30 foot wide drainage easement and being the point of beginning; thence run North 00° 00' 00" East, a distance of 5.38 feet; thence run North 32° 01' 47" East, a distance of 2.65 feet; thence run South 65° 00' 17" East, a distance of 239.42 feet to a point on the Right-of-Way of Commercial Place and being on a curve to the left; thence run along said Right-of-Way line being a curve concaved to the south east and having for it's elements a radius of 50.00 feet, a delta of 17° 15' 14", a chord bearing of South 24° 59' 48" West and a chord length of 15.00 feet; for an arc distance of 15.06 feet; thence run North 65° 00' 17" West, a distance of 233.97 feet; thence run North 00° 00' 00" East, a distance of 8.28 feet to the point of beginning.

SITE ADDRESS: 230 & 242 Commercial Place, Sebring, FL 33870

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 drainage 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 2nd day of May 2023.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

Chris Campbell, 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: REPLACEMENT TILE SOLUTIONS, INC.
500 INTERNATIONAL PARKWAY
LAKE MARY, FLA. 32746

TEL. NO. 585-329-3248

DATE: OCTOBER 25, 2022

This is to Petition the Board of County Commissioners to consider vacating a drainage easement, as shown on the attached map, legal description as follows:

A PORTION OF LOTS 18 AND 19, SEBRING EAST INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 19 OF THE ABOVE MENTIONED SEBRING EAST INDUSTRIAL PARK PLAT, SAID POINT ALSO BEING THE SOUTH WEST CORNER OF LOT 18; THENCE RUN SOUTH 65° 00' 17" EAST, ALONG THE COMMON BOUNDARY LINE BETWEEN SAID LOTS 18 AND 19, FOR A DISTANCE OF 33.10 FEET TO A POINT ON A 30 FOOT WIDE DRAINAGE EASEMENT AND BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00° 00' 00" EAST, A DISTANCE OF 5.38 FEET; THENCE RUN NORTH 32° 01' 47" EAST, A DISTANCE OF 2.65 FEET; THENCE RUN SOUTH 65° 00' 17" EAST, A DISTANCE OF 239.42 FEET TO A POINT ON THE RIGHT-OF-WAY OF COMMERCIAL PLACE AND BEING ON A CURVE TO THE LEFT; THENCE RUN ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONCAVED TO THE SOUTH EAST AND HAVING FOR IT'S ELEMENTS A RADIUS OF 50.00 FEET, A DELTA OF 17° 15' 14", A CHORD BEARING OF SOUTH 24° 59' 48" WEST AND A CHORD LENGTH OF 15.00 FEET; FOR AN ARC DISTANCE OF 15.06 FEET; THENCE RUN NORTH 65° 00' 17" WEST, A DISTANCE OF 233.97 FEET; THENCE RUN NORTH 00° 00' 00" EAST, A DISTANCE OF 8.28 FEET TO THE POINT OF BEGINNING.

SITE ADDRESS: 230 & 242 COMMERCIAL PL. SEBRING, FLA. 33870

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing, and will have proof of publication in your office prior to the date of hearing.

Thomas C. Poppell III (DIRECTOR COO)

Signature of Petitioner
Attachment: (MAP)



REPLACEMENT TILES SOLUTIONS, INC. –DRAINAGE EASEMENT VACATE

PURPOSE OF DRAINAGE EASEMENT VACATE

APPLICANT DESIRES TO CONSTRUCT A NEW COMMERCIAL BUILDING AND EXISTING DRAINAGE EASEMENT RUNS DOWN THE MIDDLE OF THE PROPOSED TWO LOTS TO BE USED FOR CONSTRUCTION.



PROPOSED VACATE EASEMENT

18

17

11

19

16

12

20

COMMERCIAL PLACE

117

LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 29 EAST
HIGHLANDS COUNTY, FLORIDA

PERMANENT SURVIVOR



FLAT BOOK 15 PAGE 45

PAGE 2 OF 2

LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 29 EAST
HIGHLANDS COUNTY, FLORIDA

[illegible]

Chapman

[Handwritten signature]

STATE OF TEXAS, COUNTY OF DALLAS, J. ROBERT CARTER, THAT ABOVE HE HAS OR PERSONALLY ATTENDED WITH A

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND MATURED SEAL, THIS 20th DAY OF May, A.D. 1969.

10/1/2017 10:07 AM

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

10/10/19

[Signature]

Cheng J. Zhou

STATE OF MISSISSIPPI
COUNTY OF HINDS, S.S. I KNOW CERTAIN THAT BEFORE HE WAS OFF PERSONALLY APPOINTED J.W. JONES
WAS CHIEF OF POLICE IN THE COUNTY OF HINDS, MISSISSIPPI, AND THAT HE WAS
THE PERSONAL INDEPENDENT AND NOT DEPENDENT UPON ANY EMPLOYER OR VOLUNTARILY.
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED SEAL, THIS 1ST DAY OF May, A.D. 1968

STATUS: PENDING
STATE OF FLORIDA AT LARGE
AT CONVICTION EXPIRES: February 5, 1979

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CORPORATE SEAL, THIS 6th DAY OF 27th MAR., A.D. 1989.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CORPORATE SEAL, THIS 1st DAY OF May, A.D. 1969.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND MASTERY SEAL THIS DAY OF April 12, A.D. 1968.

STATE OF FLORIDA IN AND FOR
 THE COUNTY OF DALLAS: July 2, 1952 1952

THIS PLAN HAS BEEN THE BASIS OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY HAVE OFFICIALLY APPROVED

SIGNED Carol S. [Signature] SECRETARY OF THE BOARD
GAIL R. G. CLARK
ATTEST: [Signature] CLERK OF THE BOARD
GAIL R. G. CLARK

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLAND COUNTY, FLORIDA, THIS 20TH DAY OF May, A.D. 1988.

By: James O. Smith & C., Clerk of the Circuit Court

1. THIS COPY OF DOCUMENT
 2. IS NOT VALID
 3. UNLESS IT IS VERIFIED THAT THIS COPY CONTAINS "SERIALS LIST, INVESTING, PAGE"
 4. IN THE TOP CORNER OF A YELLOW COPY AND A "SERIALS LIST OF INVESTING, PAGE"
 5. IN THE TOP CORNER OF A RED COPY. IF THE COPY IS NOT VERIFIED, IT IS NOT VALID.
 6. IF THE COPY IS NOT VERIFIED, IT IS NOT VALID. IF THE COPY IS NOT VERIFIED, IT IS NOT VALID.
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ALL SIDE LOT LINES SHALL HAVE A 10 FT MINIMUM CHARGE EASEMENT AND ALL REAR LOT LINES SHALL HAVE A 10 FT MINIMUM CHARGE EASEMENT UNLESS OTHERWISE SHOWN.

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement 5-2-23

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, 2023, March 22, 2023

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:

Janet Emerson
Janet Emerson

Sworn to and subscribed before me this 22nd day of March 2023 by Janet Emerson, who is personally known to me.

Nancy Y. Whirley
Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

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Rick Whidden
RICK WHIDDEN DRAFTING
4108 MULLIGAN CT W
SEBRING, FL 33872



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 Replacement Tile Solutions, Inc., will on the 2nd day of May, 2023, at 9:00 A.M., in the Board of County Commissioners 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:

A portion of Lots 18 and 19, Sebring East Industrial Park, as recorded in Plat Book 15, Page 45, of the Public Records of Highlands County Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 19 of the above mentioned Sebring East Industrial Park Plat, said point also being the south west corner of Lot 18; thence run South 65° 00' 17" East, along the common boundary line between said Lots 18 and 19, for a distance of 33.10 feet to a point on a 30 foot wide drainage easement and being the point of beginning; thence run North 00° 00' 00" East, a distance of 5.38 feet; thence run North 32° 01' 47" East, a distance of 2.65 feet; thence run South 65° 00' 17" East, a distance of 239.42 feet to a point on the Right-of-Way of Commercial Place and being on a curve to the left; thence run along said Right-of-Way line being a curve concave to the south east and having for its elements a radius of 50.00 feet, a delta of 17° 15' 14", a chord bearing of South 24° 59' 48" West and a chord length of 15.06 feet; for an arc distance of 15.06 feet; thence run North 65° 00' 17" West, a distance of 233.97 feet; thence run North 00° 00' 00" East, a distance of 8.28 feet to the point of beginning.

Parcel Identification Numbers:
C-13-35-29-050-0000-0190 and
C-13-35-29-050-0000-0180

SITE ADDRESS: 230 & 242 Commercial Place, Sebring, FL 33870

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 non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 266.26, 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: humanresources@highlandssfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszoweski
Clerk of Circuit Court
& Comptroller
March 15, 22, 2023

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TO APPLY TO THE BOARD OF
COUNTY COMMISSIONERS
TO VACATE AN EASEMENT**

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C-13-35-29-050-0000-0190 and
C-13-35-29-050-0000-0180**

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**BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA**

CHAIRMAN

ATTEST: Jerome Kaszubowski

Clerk of Circuit Court

& Comptroller

March 15, 22, 2023

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: James D. Langford, P.E., County Engineer

SUBJECT/TITLE: Request adoption of Resolution 22-23-84 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the design and construction associated with the widening and resurfacing of Beacon Avenue from SR 17 to Sebring Parkway Phase III, approximately one (1) mile, in the total grant amount of \$1,419,207.00 and adoption of Resolution 22-23-100 for Budget Amendment 22-23-087 to appropriate funds to Project Number 22060.

STATEMENT OF ISSUE

Attached, for your review and approval is SCOP Agreement #436642-1-54-01 between Highlands County and the FDOT, and Resolution authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 22060 for the design and construction for the widening and resurfacing of Beacon Avenue from SR 17 to Sebring Parkway Phase III, approximately one (1) mile, in conjunction with the accompanying resolution #22-23-84. Also included for your review and approval is Resolution 22-23-100 for Budget Amendment 22-23-087 to appropriate the funds for this project.

FDOT is providing the County, financial assistance under the FDOT Financial Project No. 445071-1-54-01, in the total amount of \$1,496,161.00. The County shall be responsible to ensure the construction work under this agreement is performed in accordance with the approved construction documents and meet all applicable FDOT standards. The intent is for the design and CEI services to be performed by the County engineering staff members. Therefore, the County will only be reimbursed for direct costs (this excludes general and administrative overhead). The estimated design completion date is June 30, 2025. Per the FDOT agreement, construction must be completed by June 30, 2028.

The Board Attorney has reviewed and approved the SCOP Agreement and the accompanying resolution #22-23-84.

RECOMMENDED ACTION

Move to adopt Resolution #22-23-84 to approve a SCOP Agreement between the FDOT and Highlands County for the design and construction for the widening and resurfacing of the two-lane roadway of Beacon Avenue from SR 17 to Sebring Parkway (Phase III), approximate distance of 1 mile, in the total grant amount of \$1,496,161.00 and adoption of Resolution #22-23-100 for Budget Amendment #22-23-087 to appropriate funds to Project Number 22060.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of \$1,496,161.00 and will be appropriated in Project 22060 (Beacon Avenue Widening).

Attachments: [Res. 22-23.84.FDOT Project 445071-1-54-01_SGS.pdf](#)
[22-23-100R Project 22060 Beacon Ave. Widening.pdf](#)
[22-23-087 Proj 22060 - Beacon Ave Widening.pdf](#)

RESOLUTION NO. 22-23-84

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 445071-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a Small County Outreach Program Grant, pursuant to FDOT Financial Project No.: 445071-1-54-01, for the design, construction, and construction engineering inspection services (CEI) for the widening and resurfacing of the two-lane roadway of Beacon Avenue from SR 17 to Sebring Parkway (Phase III), hereinafter referred to as the "Project"; and

WHEREAS, FDOT has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 445071-1-54-01; 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 Agreement and Authorization to Execute. Small County Outreach Program Grant, related to FDOT Financial Project No.: 445071-1-54-01, for the Project as 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 FDOT Financial Project No.: 445071-1-54-01, for the Project 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 ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 445071-1-54-01

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FPN: <u>445071-1-54-01</u>	Fund: <u>SCED</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>09</u>	Contract No: _____	Vendor No: <u>F596000655046</u>

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 (CEI) of the widening and resurfacing of the two-lane roadway of Beacon Avenue from SR 17 to Sebring Parkway (Phase III), 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 June 30, 2028. 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

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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 \$1,496,161.00 (One Million Four Hundred Ninety-Six Thousand One Hundred Sixty-One 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 \$1,496,161.00 (One Million Four Hundred Ninety-Six Thousand One Hundred Sixty-One 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;

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- 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.

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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."

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- 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,

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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

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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

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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:

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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

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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 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

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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

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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.

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- 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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 445071-1-54-01

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 mile

PROJECT DESCRIPTION: Beacon Avenue from SR 17 to Sebring Parkway Phase III

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 and resurfacing of Beacon Avenue from SR 17 to Sebring Parkway Phase III, approximately 1 mile. Associated safety and drainage improvements will also be addressed, as appropriate. 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 preparation 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. 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 professionally 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 Statutes and the Florida Administrative Code.
10. Identifying and obtaining any geotechnical investigation, analysis, and design 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 June 30, 2025 .
- c) Right-of-Way requirements identified and provided to the Department by June 30, 2025.
- d) Right-of-Way to be certified by June 30, 2025.
- e) Construction contract to be let by December 31, 2025.
- f) 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Highlands County 505 South Commerce Avenue Sebring, FL 33870		FINANCIAL PROJECT NUMBER: 445071-1-54-01			
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	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	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	Maximum Department Participation (SCED)	\$1,496,161.00	\$	\$1,496,161.00	☐ In-Kind ☐ Cash
FY: 2022/2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$1,496,161.00 %	\$ 0.00 %	\$1,496,161.00 %	
Construction Engineering and Inspection - Phase 64	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 :)	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		\$1,496,161.00	\$ 0.00	\$1,496,161.00	

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, Local Program Coordinator

District Grant Manager Name

DocuSigned by:



02/16/2023 | 4:14 PM EST

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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: Widening and Resurfacing of Beacon Ave from SR 17 to Sebring Parkway *Phase III

FPID#: 445071-1-54-01

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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.

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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:** \$1,496,161.00

*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. 22-23-100

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-087 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 22-23-087 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 22060 Beacon Ave. Widening in the design, construction, and construction engineering inspection (CEI) of the widening and resurfacing of the two-lane roadway of Beacon Avenue from SR 17 to Sebring Parkway Phase III in the amount of \$1,496,161.00.

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 May 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

April 19, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

JD Langford, P.E.,
County Engineer

DATE: 4/17/2023

SUBMITTED BY: _____

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

PROJECT(S) #: 22060 PROJECT TITLE(S): Beacon Ave Widening 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	22060	0.00	1,496,161.00		1,496,161.00
E	151	4102A	56301Z	Project Capital Infrastructure	22060	0.00	1,496,161.00		1,496,161.00

REASON: This Budget Ammendment is necessary to allocate funds and set-up a budget for the project and add the \$1,496,161.00 in funding from Florida Department of Transportation (FDOT).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-087

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Kenya A. Anderson, MSP
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: Request adoption of Resolution 22-23-85 to approve a Small County Road Assistance Program (SCRAP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the resurfacing of CR 64 from S Angelo Lake Road to E Butler Road, and adoption of Resolution 22-23-98 for Budget Amendment 22-23-085 to appropriate funds to the CR 64 resurfacing project, Project Number 22062.

STATEMENT OF ISSUE

Attached for your review and approval is the SCRAP Agreement between FDOT and Highlands County, and Resolution 22-23-85 authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 22062 for the design, construction, and construction engineering and inspection for the resurfacing of CR 64 from S Angelo Lake Road to E Butler Road, approximately 3.265 miles, in the total grant amount of \$1,182,628.00. Also included for your review and approval is Resolution 22-23-98 for Budget Amendment 22-23-085 to appropriate the funds for this project.

FDOT is willing to provide the County with financial assistance under the FDOT Financial Project No. 442469-1-54-01, in the total grant amount of \$1,182,628.00, for the CR 64 improvements from S Angelo Lake Road to E Butler Road. The proposed construction consists of milling, 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 and CEI to be done by County forces. The construction whether to be done by County forces or to be contracted out will be decided upon completion of the design. 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 County shall commence the project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

1. Design to be completed on or before December 31, 2024.
2. Construction contract to be let on or before December 31, 2025.
3. Construction to be completed on or before December 31, 2027.

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 County Engineer. The County Engineer is the engineer of record.

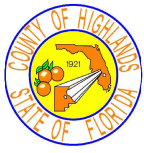
RECOMMENDED ACTION

Move to adopt Resolution 22-23-85 to approve a Small County Road Assistance Program (SCRAP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the resurfacing of CR 64 from S Angelo Lake Road to E Butler Road, and adoption of Resolution 22-23-98 for Budget Amendment 22-23-085 to appropriate funds to the CR 64 resurfacing project, Project Number 22062.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of \$1,182,628.00 and will be appropriated in Project 22062 (Resurfacing of CR 64 from S Angelo Lake Road to E Butler Road).

Attachments: [CR 64 Resurfacing_Location Map.pdf](#)
[Res. 22-23.85.FDOT Project 442469-1-54-01_SGS.pdf](#)
[22-23-085R Project 22062 CR 64 Resurfacing.pdf](#)
[22-23-085 Proj 22062 CR 64 Resurfacing.pdf](#)



Highlands County Engineering Department

C.R. 64 Road Resurfacing From S. Angelo Lake Road to E. Butler Road LOCATION MAP

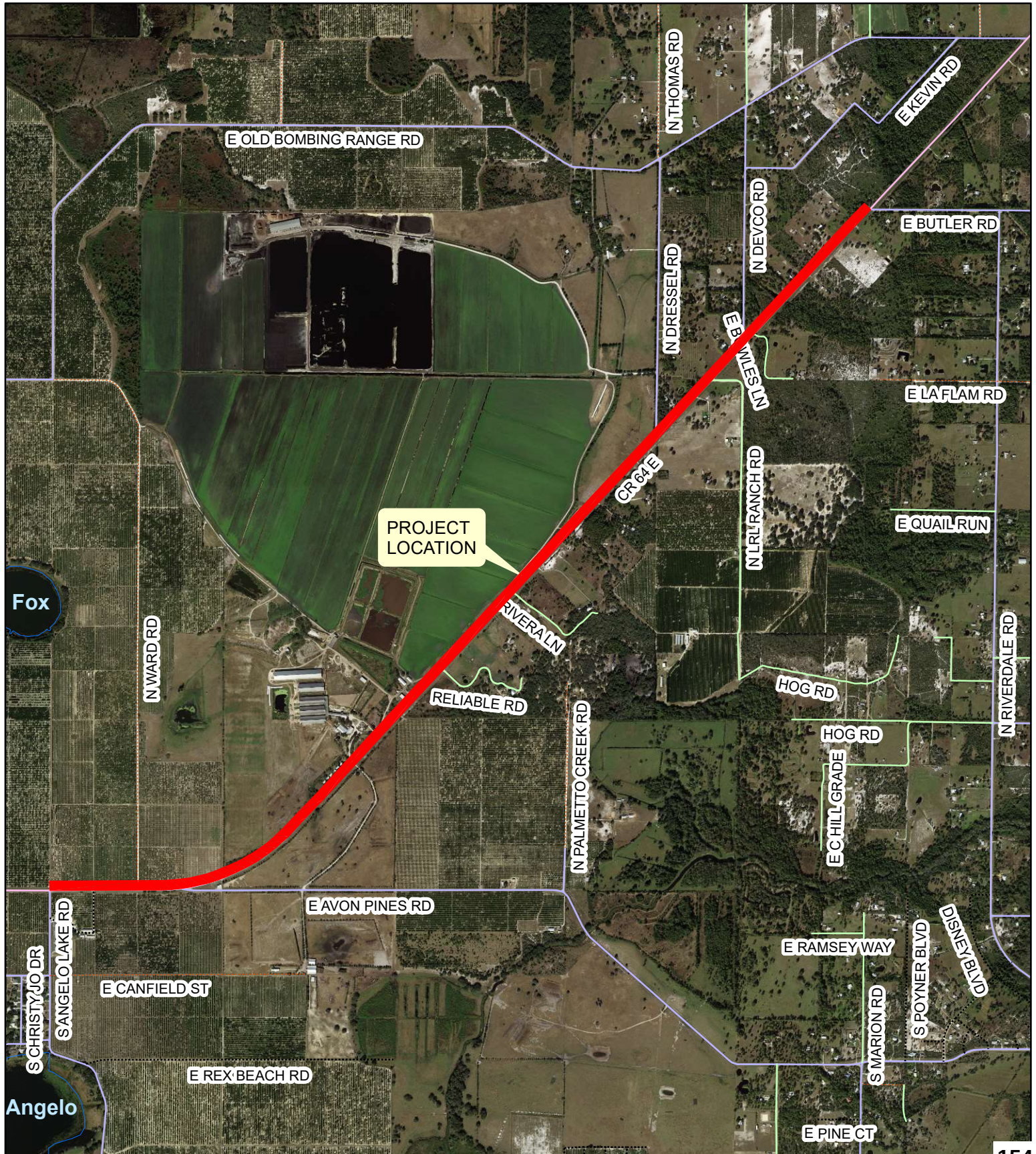
For Reference Only - Not A Boundary Survey



Prepared By: Stacey Mahoney
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

Map Created: April 2023

1 inch = 2,000 feet



RESOLUTION NO. 22-23-85

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO STATE FUNDED GRANT AGREEMENT
WITH FLORIDA DEPARTMENT OF TRANSPORTATION
(FDOT) RELATED TO FINANCIAL PROJECT NO.: 442469-
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 A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Highlands County applied for a Small County Road Assistance Program Grant, pursuant to FDOT Financial Project No.: 442469-1-54-01, for the the design, construction, and construction engineering inspection services (CEI) for the resurfacing of CR 64 from Angelo Lake Road to Butler Road, hereinafter referred to as the "Project"; and

WHEREAS, FDOT has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 442469-1-54-01; 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 Program Grant, related to FDOT Financial Project No.: 442469-1-54-01, for the Project as 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 FDOT Financial Project No.: 442469-1-54-01, for the Project 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 ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 442469-1-54-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/22

FPN: <u>442469-1-54-01</u>	Fund: <u>SCRAP</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>09</u>	Contract No: _____	Vendor No: <u>F596000655046</u>

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 (CEI) of resurfacing of CR 64 from Angelo Lake Road to Butler 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 June 30, 2028. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 09/22

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 \$1,182,628.00 (One Million One Hundred Eighty-Two Thousand Six Hundred Twenty-Eight 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 \$1,182,628.00 (One Million One Hundred Eighty-Two Thousand Six Hundred Twenty-Eight 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;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 09/22

- 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.

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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."

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- 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,

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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

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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

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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:

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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

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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 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

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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

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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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
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- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 442469-1-54-01

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: 3.265 miles**PROJECT DESCRIPTION:** CR 64 from S Angelo Lake Road to E Butler Road

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with the design, construction, and CEI for the resurfacing of CR 64 from S Angelo Lake Road to E Butler Road, approximately 3.265 miles. Associated safety and drainage improvements will also be addressed, as appropriate. 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 preparation 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.
2. Pavement and Shoulder widening as appropriate.
3. Construct or Reconstruct as appropriate including 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 professionally 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 Statutes and the Florida Administrative Code.
10. Identifying and obtaining any geotechnical investigation, analysis, and design 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 December 31, 2024 .
- c) Right-of-Way requirements identified and provided to the Department by December 31, 2024.
- d) Right-of-Way to be certified by December 31, 2024.
- e) Construction contract to be let by December 31, 2025.
- f) Construction to be completed by December 31, 2027.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

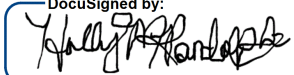
RECIPIENT NAME & BILLING ADDRESS: Highlands County 505 S. Commerce Avenue Sebring, FL 33870		FINANCIAL PROJECT NUMBER: 442469-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum 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	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	Maximum Department Participation (SCRAP)	\$1,182,628.00	\$	\$1,182,628.00	☐ In-Kind ☐ Cash
FY: 2022/2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$1,182,628.00 100.00%	\$ 0.00 %	\$1,182,628.00 100.00%	
Construction Engineering and Inspection - Phase 64	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 :)	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		\$1,182,628.00	\$ 0.00	\$1,182,628.00	

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, Local Program Coordinator

District Grant Manager Name

DocuSigned by:

 02/16/2023 | 3:20 PM EST
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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 CR 64 from S Angelo Road to E Butler Road

FPID#: 442469-1-54-01

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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.

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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:** \$1,182,628.00

*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. 22-23-98

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-085 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 22-23-085 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 22062 CR 64 Resurfacing (Angelo Lake Rd to Butler Rd) in the design, construction, and construction engineering inspection (CEI) of resurfacing of CR 64 from Angelo Lake Road to Butler Road in the amount of \$1,182,628.00.

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 May 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

April 19, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

JD Langford, P.E.,
County Engineer

DATE: 4/13/2023

SUBMITTED BY: _____

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

PROJECT(S) #: 22062 PROJECT TITLE(S): CR 64 Resurfacing (Angelo Lake Rd to Butler 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	22062	0.00	1,182,628.00		1,182,628.00
E	151	4102A	56301Z	Project Capital Infrastructure	22062	0.00	1,182,628.00		1,182,628.00

REASON: This Budget Ammendment is necessary to allocate funds to Cost Center 4102A (Transportation Projects), Account 56301Z (Project Capital Infrastructure) to Project 22062 (CR 64 Resurfacing (Angelo Lake Rd to Butler Rd)) which is a budgeted FDOT reimbursable grant project.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-085

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

**PRESENTER: Richard Oujevolk, P.E.
JD Langford, P.E., County Engineer**

SUBJECT/TITLE: Request adoption of Resolution 22-23-86 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the rehabilitation of the Catfish Creek Road Bridge and adoption of Resolution 22-23-99 for Budget Amendment 22-23-99 to appropriate funds for the Catfish Creek Road Bridge Rehabilitation, Project Number 22061.

STATEMENT OF ISSUE

Attached for your review and approval is the SCOP Agreement between FDOT and Highlands County, and Resolution 22-23-86 authorizing the Chairman of the Board to execute said Agreement for Highlands County Project Number 22061 for the design, construction, and construction engineering inspection (CEI) for the Catfish Creek Road over Catfish Creek Bridge Rehabilitation (Bridge #094026), approximately 0.15 miles. Also included for your review and approval is Resolution 22-23-99 for Budget Amendment 22-23-99 to appropriate the funds for this project.

FDOT is willing to provide the County with financial assistance under the FDOT Financial Project No. 446394-1-54-01. The proposed construction consists of providing scour countermeasures; cleaning and sealing the contraction and expansion joints of Bridge #094026; milling, and resurfacing of the bridge deck, spall repairs as appropriate and potential widening of the bridge deck if cost feasible. 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. Due to the specialized nature of this work, it is the County's intent for the design, CEI and Construction to be contracted out. The County will be reimbursed for administrative efforts for the contract and oversight of the project to include administrative and general overhead.

The County shall commence the project activities after the execution of this Agreement and shall perform in accordance with the following schedule:

1. Design to be completed on or before January 1, 2025.
2. Construction contract to be let on or before June 30, 2025.
3. Construction to be completed on or before January 1, 2027.

The Board Attorney has reviewed and approved the FDOT SCOP Agreement and the accompanying resolution. Richard "OJ" Oujevolk, PE is the project manager for this project under the direct supervision of the County Engineer. The Consultant Engineer will be the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-86 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the Catfish Creek Road Bridge Rehabilitation and adoption of Resolution 22-23-99 for Budget Amendment 22-23-99 to appropriate funds for the Catfish Creek Road Bridge Rehabilitation project, Project Number 22061.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 4102A (Transportation Projects) in the amount of \$390,438.00 and will be appropriated in Project 22061 (Catfish Creek Road over Catfish Creek Bridge (Bridge #094026) Rehabilitation).

Attachments: [Catfish Creek Bridge Rehab_Project Location Map.pdf](#)
[Res. 22-23.86.FDOT Project 446394-1-54-01_SGS.pdf](#)
[22-23-086 Proj 22061 Catfish Creek Rd Bridge Rehabilitation \(BA\).pdf](#)
[22-23-086R Project 220621 Catfish Creek Rd. Bridge Rehabilitation \(Resolution\).pdf](#)

RESOLUTION NO. 22-23-86

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446394-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a Small County Outreach Program Grant, pursuant to FDOT Financial Project No.: 446394-1-54-01, for the design, construction, and construction engineering inspection services (CEI) for the Catfish Creek Road over Catfish Creek Bridge Rehabilitation Project, herein referred to as the "Project"; and

WHEREAS, FDOT has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446394-1-54-01; 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 Agreement and Authorization to Execute. Small County Outreach Program Grant, related to FDOT Financial Project No.: 446394-1-54-01, for the Project as 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 FDOT Financial Project No.: 446394-1-54-01, for the Project 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 ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446394-1-54-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/22

FPN: <u>446394-1-54-01</u>	Fund: <u>SCED/SCOP</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>09 - Highlands</u>	Contract No: _____	Vendor No: <u>F596000655046</u>

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 (CEI) of the Catfish Creek Road over Catfish Creek Bridge Rehabilitation, 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 June 30, 2028. 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

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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 \$390,438.00 (Three Hundred Ninety Thousand Four Hundred Thirty-Eight 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 \$390,438.00 (Three Hundred Ninety Thousand Four Hundred Thirty-Eight 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;

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- 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.

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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."

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- 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,

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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

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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

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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:

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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

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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 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

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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

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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.

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STATE-FUNDED GRANT AGREEMENT525-010-60
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- 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 446394-1-54-01

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: 0.0284 miles

PROJECT DESCRIPTION: The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with the design, construction, and CEI of the bridge rehabilitation at Catfish Creek Road Bridge# 094026.

The Highlands County Catfish Creek Bridge Rehabilitation project involves the determination and construction of applicable improvements to remedy existing scour impacts and minimize future scour impacts at Bridge # 094026. Bridge # 094026 is located on Catfish Creek Road.

The general objective is for Highlands County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Construct scour countermeasures, as appropriate, to maintain integrity of existing bridge structures #094026.
2. Cleaning and sealing the contraction and expansion joints of bridge #094026.
3. Milling and resurfacing of the bridge deck.
4. Spall repairs, as appropriate.
5. Provide for the preparation of the Construction Plans Package. This work effort includes the design and analysis needed to prepare a complete set of Construction Plans, Traffic Control Plans, Environmental Permits and other necessary documents.
6. The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2010 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.

8. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

9. Obtain topographic and channel survey sufficient to provide proposed design.

10. Acquisition of all applicable stormwater and environmental permits. Acquisition includes all associated permit fees.

11. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Environmental Protection, including mapping and survey, if required.

12. Provide Construction Engineering and Inspection (CEI).

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:

1. A Final Topographic and Channel Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code.

2. A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida will be provided, if warranted.

3. Construction Plans and Documentation for FDOT review at 60%, 90% and 100% completeness.

4. Verification of coordination and dispensation of conflicts with affected utility owners.

5. Draft Plan Specifications and bid package, will be provided by 100% Plan review.

6. Record copies 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.

7. Final Construction Plan Set professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.

8. Final Plan Specifications, professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.

9. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

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: January 1, 2025.
- c) Right-of-Way requirements identified and provided to the Department by: January 1, 2025.
- d) Right-of-Way to be certified by January 1, 2025.
- e) Construction contract to be let by June 30, 2025.
- f) Construction to be completed by January 1, 2027.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

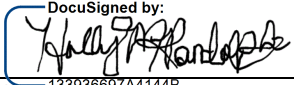
RECIPIENT NAME & BILLING ADDRESS: Highlands County 505 South Commerce Avenue Sebring, FL 33870		FINANCIAL PROJECT NUMBER: 446394-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	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	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	Maximum Department Participation (SCED)	\$168,531.00	\$	\$168,531.00	☐ In-Kind ☐ Cash
FY: 2022/2023	Maximum Department Participation (SCOP)	\$221,907.00	\$	\$221,907.00	☐ In-Kind ☐ Cash
Total Construction Cost		\$390,438.00 100.00%	\$ 0.00 %	\$390,438.00 100.00%	
Construction Engineering and Inspection - Phase 64	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 :)	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		\$390,438.00	\$ 0.00	\$390,438.00	

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, Local Program Coordinator

District Grant Manager Name

DocuSigned by:
 02/15/2023 | 4:44 PM EST
 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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: Catfish Creek Road over Catfish Creek Bridge Rehabilitation

FPID#: 446394-1-54-01

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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.

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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:** \$390,438.00

*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>

April 19, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

JD Langford, P.E.,
County Engineer

DATE: 4/18/2023

SUBMITTED BY: _____

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

PROJECT(S) #: 22061 PROJECT TITLE(S): Catfish Creek Rd Bridge Rehabilitation 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	22061	0.00	390,438.00		390,438.00
E	151	4102A	56301Z	Project Capital Infrastructure	22061	0.00	390,438.00		390,438.00

REASON: This Budget Ammendment is necessary to allocate funds and set-up a budget for \$390,438.00 in funding from Florida Department of Transportation (FDOT).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-086

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

RESOLUTION NO. 22-23-99

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-086 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 22-23-086 is hereby approved and authorized to appropriate funding from Florida Department of Transportation (FDOT) for Project 22061 Catfish Creek Rd Bridge Rehabilitation in the design, construction, and construction engineering inspection (CEI) of Catfish Creek Road over Catfish Creek Bridge Rehabilitation in the amount of \$390,438.00.

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 May 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

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 20, 2023.

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	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of April 19, 2023.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Commissioner's Priorities \(FINAL\) 5-2-23.pdf](#)
[Project Updates \(FINAL\) 5-2-23.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 was not accepted by the House.	Meet with Administration on next steps after the 2023 legislative season has concluded.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by spring 2023. City staff is short handed so having trouble completing their portions.	Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask. An additional task was added to the project. Using data from the Avon Park portion of the hydraulic model, an estimate for a plant expansion and extension of new lines to a proposed industrial area was able to be completed in just a couple of weeks for a project RFI. Normally this ask would be months and 4-5 times the cost.	Spring 2023
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2022 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction Complete	Final Closeout	Ongoing
5	Engineering	Sebring Parkway Phase IIB	Construction Complete	Final Closeout	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction Complete	Final Closeout	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 5 construction the first of asphalt was completed on 4/6/23. The contractor will begin Phase 4 work on 4/10/23.	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Final reimbursement request in progress.	Final Closeout	05/01/23
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Legal is preparing contract for Board approval.	BOCC approval of Supplemental Agreement for additional funds & contract with lowest bidder	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Change Order No. 3 that changes the location of the pull box for Pole No. 4 and add 11 calendar days to the substantial and final completion dates was approved by FDOT on 3/17/23.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	Staff is coordinating relocation of City of Sebring utilities. Staff instructed to enter into agreement with City of Sebring to complete relocation. Redesign forthcoming	Staff to follow up with City of Sebring regarding schedule for relocating utilities. Follow-up w/ FDOT regarding plan to move forward & relocation of utilities.	Ongoing
12	Engineering - Drainage	SRF Water Quality and Drainage Studies	NTP Issued 4/10/23	Kickoff meeting with Kimley-Horn and Geosyntec	04/19/23
13	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	Staff and Jones Edmunds had a Teams meeting to discuss permitting issues and project status on 3/9/23. A pre-application meeting with FDEP is expected to take place the week of 3/27/23.	Ongoing
14	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Waiting on issuance of FDEP Environmental Resource Permit.	The final SFWMD Environmental Resource Permits (ERP) for the Highlands County Landfill Borrow Pit Conceptual Design and for the Phase I Construction were received on 2/1/23. The SFWMD Water Use Permit for the borrow pit was received on 2/6/23. Approval of the FDEP ERP should be expected soon since FDEP was waiting for SFWMD to issue their ERP's before they issued theirs.	Ongoing
15	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation \$4.5M is being put toward broadband infrastructure. 3 RFP submissions have been received and will be reviewed over the next week. If there is an acceptable submission then we will expect design to begin immediately with permitting to follow and hopefully construction commencing before the end of the year.	Ongoing
17	Economic Development	Broadband/ Highspeed Internet	RFP has been posted and will be open for 60 days. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives. RFP has closed with 3 submissions to be reviewed. Our coverage area has thankfully shrunk to those not in the Glades Electric Co-op territory.	Ongoing
18	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
19	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
20	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 2, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from April 18, 2023, to May 1, 2023

Attachments: