# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
# Tuesday, May 16, 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 Children's Services Council will hold a general body meeting on Wednesday, May 17, 2023, at 8:00 a.m., Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, May 17, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Historic Preservation Commission will hold a special meeting on Thursday, May 18, 2023, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Children's Services Council will hold a Law Review Committee planning meeting on Thursday, May 18, 2023, at 2:00 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will hold a meeting on Tuesday, May 23, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, May 23, 2023, at 3:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Local Mitigation Strategy Working Group will hold a special meeting on Wednesday, May 24, 2023, at 8:00 a.m., in Conference room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, May 24, 2023, at 10:00 a.m., at the Lake Placid Memorial Library, 205 W. Interlake Blvd, Lake Placid

The Highlands County Hospital District Board will hold a regular meeting on Thursday, May 25, 2023, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Insurance Committee will hold a regular meeting on Thursday, June 1, 2023, at 10:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will hold a regular meeting on Thursday, June 1, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 South George Blvd., Sebring

**5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

**6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

6.A *Recognition of Division Chief Kelly Hinkle on his retirement.*
E. Laney Stearns, Public Safety Director
no fiscal impact

6.B *Request approval of a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County.*
Debbie Slade, Nu-Hope Elder Care Services Executive Director
No fiscal impact
Older Americans Proclamation 0523.docx

**7 PUBLIC COMMENT**

**8 CONSENT AGENDA**

8.A *Request adoption of Resolution 22-23-112 for emergency and non-emergency food purchases.*
Corey Amundsen, Emergency Management Manager
There is no fiscal impact.
Resolution22.23.112_Food_Policy_final.pdf

8.B *Sebring Airport Authority, Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Financial Statements and Independent Auditor's Report for Fiscal Year Ending (FYE) September 30, 2022 and Sebring Regional Airport & Industrial Park (CRA) Annual Report FY 2021-2022*
Tanya Cannady, Business Services Director
There is no fiscal impact to accepting the Sebring Airport Authority and Sebring Regional Airport and Industrial Park Community Redevelopment Agency's Financial Statements and Auditor's Report and the Annual Report into the record.
2022 SAA Audited FS.pdf
2022 SRA CRA Audited FS.pdf
2022 SRA CRA Annual Report Final.pdf

8.C *Request acceptance of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) First Amendment #CRA C23-01 to the FY 2022/2023 Budget and Resolution 23-01 Amending CRA Resolution 22-01*
Tanya Cannady, Business Services Director
There is no fiscal impact.
Res CRA 23-01 Approving BA C23-01.pdf

8.D *Request adoption of Resolution 22-23-89 for Budget Amendment 22-23-073 to*

*allocate the EMS based CP/MIH Program funds for FY 22/23.*
E. Laney Stearns, Public Safety Director
The fiscal impact is an increase to Fund 005 (General Fund) and the overall budget in the amount of $50,000. This budget amendment is moving the funds into Project 22056 (EMS based CP/MIH Program) and appropriating the funds in Cost Center 5105 (Emergency Medical Services).
22-23-073 EMS based CP-MIH.pdf
22-23-073 Project 22056 EMS Based CP-MIH.pdf
Project 22056 EMS Based CP-MIH Program.pdf

8.E *Request adoption of Resolution 22-23-101 and approval of the Florida Department of Emergency Management Statewide Mutual Aid Agreement.*
Corey Amundsen, Emergency Management Manager
No fiscal impact.
Resolution SMAA.pdf
SMAA 2023.pdf

8.F *Request approval of Budget Amendment 22-23-092 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a funding Request from Sun 'N Lake of Sebring Improvement District.*
Lance Marine, Parks & Facilities Director
The fiscal impact is to transfer $108,500 within fund 151 (Infrastructure Surtax), cost center 6101A (Recreation Dept.), account 56300 (Improvements Other Than) to account 58100Z, (Aid to Gov't Agency Project) for Project 20063 (Sun 'N Lake of Sebring Improvement District Playground).
IA, SNL signed 04.27.2023.pdf
RPAC Minutes 02.16.2023.docx
Sun N Lake - RPAC Funding Application - Playground.pdf
BA 22-23-092 Proj 22063 SNL_Sebring Playground Structures.pdf

8.G *Request approval of a Contract between Otis Elevator Company and Highlands County Board of County Commissioners.*
Lance Marine, Parks & Facilities Director
The fiscal impact is budgeted in Fund 005 (General) cost center 2672 (Facilities Management) accounts 53400 (Contractual Services) and 54600 (Repair & Maintenance).
23-006 Otis Elevator Agreement.SGS - signed.pdf

8.H *Request to approve and execute the plat of Christman Warehousing for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, US 98 is maintained by the Florida Department of Transportation.
Christman Warehousing_Location Map-11x17.pdf
Scanned Chrstman Warehousing Plat for Recordation 05.03.2023.pdf

8.I *Request approval of a NewEvent Tourist Development Grant for the USA Lacrosse Florida Hall of Fame and All-American Festival per the recommendation of the Tourism Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for Year #1 in FY22-23. The USA Lacrosse Florida Hall of Fame and All-American Festival is eligible for $30,000.00 for Year #1 (2023), $20,000.00 for Year #2 (2024), and $20,000.00 for Year #3 (2025) from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).
ASV Signed - USA Lacrosse Florida Hall of Fame - All American Festival Grant Contract.pdf

8.J *Request adoption of Resolution 22-23-109 for Budget Amendment 22-23-094 to realign funds to W Stryker Road (Project #21100) roadway construction from Lake Groves Road (Project #21019).*
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) from Project #21019 to Project #21100 in the amount of $21,806.41.
22-23-094R Proj 21019 Lk Groves Rd_Proj 21100 W Stryker Rd Transfer.pdf
22-23-094 Proj 21019 Lk Groves Rd_Proj 21100 W Stryker Rd Transfer.pdf

8.K *Request approval of Budget Amendment 22-23-093, realigning project 21004 funding as approved and outlined in the Healthy Families Lapse Plan.*
Cynthia Acevedo, Healthy Families Program Manager
There is no fiscal impact., as there are no changes to grant amount.
22-23-093 Proj 21004 Healthy Families Realignment.pdf

8.L *Request approval of the minutes from the April 4, 2023 and April 18, 2023 Regular Meeting(s) of the Board.*
040423REG.pdf
041823REG.pdf

**9 COMMITTEE ASSIGNMENTS:**

9.A *Request approval of Mr. William "Billy" Barben as the newest member of the Natural Resources Advisory Commission (NRAC) in the agricultural slot.*
Michael McMillian, Natural Resources Specialist II
There is no fiscal impact.
Application from Billy Barben.pdf

9.B *Request to appoint/reappoint Christine Hatfield, Cynthia Garren, Andy Kesling, Victoria Currence and Josh Stewart to the Highlands County Tourist Development Council.*
Leah Sauls, Director of Development Services
Casey Hartt, Lead Marketing Consultant
No fiscal impact.
J. Stewart - Appointment to TDC 5-1-23.pdf
C. Garren Letter of Rationale Third Term.pdf
C. Garren Committee Application.pdf
C. Hatfield Committee Application.pdf
A. Kesling Committee Application.pdf

V. Currence Committee Application.pdf

9.C *Request appointment of Adam Martin and James Van Dyke to the Veterans Advisory Board.*
Denise Williams, County Veteran Services Officer
There is no fiscal impact.
James Van Dyke VAB application.pdf
Adam Martin VAB application.pdf
04-06-23 VAB Minutes.pdf

**10 PUBLIC HEARING**

10.A *Public hearing to consider adoption of P&Z Hearing No. 2124(a), modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels, spread throughout the Covered Bridge Community.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2124(a) for BCC Covered Bridge.pdf
Application P&Z 2124.pdf
Resolution P&Z 2124(a) - Covered Bridge M-1 FUD.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2124(b), modifying the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels, spread throughout the Covered Bridge Community.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2124(b) for BCC Covered Bridge.pdf
Application P&Z 2124.pdf
Resolution P&Z 2124(b) - Covered Bridge R-2 FUD.pdf

10.C *Public hearing to consider approval of Resolution 22-23-110 pertaining to the preliminary re-imposition of the solid waste special assessment.*
Clinton Howerton Jr., P.E., County Engineer
Tanya Cannady, Business Services Director
The fiscal impact is a proposed increase in the assessment to $222.79 which would be an increase of approximately $252,682 in assessment revenue based on the current residential unit count.
Solid Waste Assessment e-tear_Affidavit.pdf
Resolution 22-23-110 PRELIMINARY_Solid Waste assess.FY23-24.SGS.pdf

10.D *Public hearing to approve Preliminary Resolution 22-23-111 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.*
Laney Stearns, Public Safety Director
Tanya Cannady, Business Services Director
If the fire assessment increases 7% for each of the 5 assessment categories, then the annual assessment revenue budget will increase $844,937 for fiscal 23/24. The current annual assessment budget is $6,689,084 and next year's estimated assessment budget

will be $ 7,534,021.
Fire Assessment e-tear_Affidavit.pdf
Resolution 22-23-111 PRELIMINARY Fire Assess.FY23-24.SGS.pdf

**11 ACTION AGENDA**

11.A *Request approval of the Agreement between Highlands County and Excavation Point, Inc. for the construction of the Sun-N-Lake Boulevard Sidewalk Extension, Project No. 19016, ITB No. 20-018.*
Kenya A. Anderson, MSP
James D. Langford, P.E., County Engineer

There is no fiscal impact as the funding for this project was included in the Adopted budget and CFS. FDOT is willing to reimburse the County up to the amount of $482,146.00 for design, construction, and construction engineering and inspection (CEI) for this project.
Sun-N-Lake_Location Map.pdf
SUN N LAKE Sidewalk Project Construction Agreement final.pdf

11.B *Consider Statement of Legislative Intent for amendments to the Land Development Regulations to allowa Special Exception in certain zoning districts for boat rentals.*
Leah Sauls, Development Services Director
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.

11.C *Consider Statement of Legislative Intent for Adopting Additional Penny for the Tourism Development Tax.*
Leah Sauls, Development Services Director
There is no fiscal impact.
TDT by County.pdf
Inn on the Lakes Letter for TDC Meeting.pdf
TDT Penny Handout.pdf
Tourism Pennies.pdf
TDT 2017FloridaStatutes-TouristDevelopmentTaxes.pdf
Tourist Development Penny Tax County by County Comparison.pdf

**12 COUNTY ADMINISTRATOR AND LEGAL**

12.A *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
Project Updates (FINAL) 5-16-23.pdf
Commissioner's Priorities (FINAL) 5-16-23.pdf

12.B *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.docx

**13 COMMISSIONERS**

**14 INFORMATIONAL**

14.A *Board payables from May 2, 2023, to May 15, 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 Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **E. Laney Stearns, Public Safety Director**

**SUBJECT/TITLE:** **Recognition of Division Chief Kelly Hinkle on his retirement.**

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## STATEMENT OF ISSUE

Kelly Hinkle began his career with the Board of County Commissioners in December of 1995 as an EMT with Highlands County EMS. In August of 2003 he was promoted to Paramedic, in April of 2014 he was promoted to EMS Supervisor, and in December of 2019 he was promoted to Battalion Chief Firefighter Paramedic, October 2022 he was promoted to Division Chief in the Public Safety Department, where he remains today. Kelly has been a great asset to the Public Safety of Highlands County and will be sadly missed.

## RECOMMENDED ACTION

**Recognize Division Chief Kelly Hinkle on his retirement.**

## FISCAL IMPACT

no fiscal impact

Attachments:

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Debbie Slade, Nu-Hope Elder Care Services Executive Director** |
| **SUBJECT/TITLE:** | **Request approval of a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County.** |

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## STATEMENT OF ISSUE

The Executive Director of Nu-Hope Elder Care Services, Ms. Debbie Slade, has submitted a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County, for the Board's consideration.

## RECOMMENDED ACTION

**Move to approve a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County.**

## FISCAL IMPACT

No fiscal impact

Attachments: Older Americans Proclamation 0523.docx

PROCLAMATION

The Board of County Commissioners, Highlands County, Florida (hereinafter referred to as “The Board”) recognizing May 2023 as “Older Americans Month 2023” in Highlands County, Florida.

Whereas, Highlands County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

Whereas, The Board is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

Whereas, The Board recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

Whereas, The Board commends all those who enhance the lives of older Americans in our community by:

· promoting home- and community-based services that support independent living; and

· involving older adults in community events and other activities; and

· providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now, therefore, The Board of County Commissioners, Highlands County, Florida, does hereby proclaim May 2023 to be Older Americans Month, and urges every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

DONE AND ADOPTED this 16th day of May 2023, in Highlands County, Florida.

BOARD OF COUNTY COMMISSIONERS,
HIGHLANDS COUNTY, FLORIDA

_____
Chris Campbell, Chair

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Corey Amundsen, Emergency Management Manager** |
| **SUBJECT/TITLE:** | **Request adoption of Resolution 22-23-112 for emergency and non-emergency food purchases.** |

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## STATEMENT OF ISSUE

In order for the County to be reimbursed for emergency disaster/incident related food purchases in the future, a food policy is required to be adopted. Additionally, non-emergency food purchases can be authorized by the County Administrator.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-112 for emergency and non-emergency food purchases.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution22.23.112_Food_Policy_final.pdf

**RESOLUTION NO. 22-23-112**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE COUNTY FOOD POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF FOOD POLICY; 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 adopts and maintains various policies in order to ensure the most efficient and effective performance of its County Departments and to better express the vision of the County and the operations thereof; and

**WHEREAS**, from time to time it is necessary for the County to provide food to its volunteer and paid personnel during various County events; and

**WHEREAS,** the County has determined that it is in its best interest to adopt a policy which governs the provision of food during both emergency and non-emergency related events.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUTY, FLORIDA, AS FOLLOWS:**

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

**SECTION 2.** Adoption of Food Policy. Highlands County hereby adopts the Food Policy attached hereto as **Exhibit "A"**.

**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 5.** Savings Clause. All prior actions of Highlands County pertaining to the Food Policy, 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 City 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 _____, 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

**EXHIBIT "A"**
Food Policy

**HIGHLANDS COUNTY**
**FOOD POLICY**

## *Emergency Declarations (Food Purchases)*

Meals will be provided by the County to voluntary and paid personnel called to a duty station within the County limits during a Declared State of Emergency under the following conditions:

• Individuals who are required to work at least a ten (10) hour shift in the Emergency Operations Center, and/or any other location within the County, in response to a declared state of emergency.

• A minimum of two (2) meals will be provided for a 10-hour shift.

• A minimum of three (3) meals will be provided for a shift that is 12-hours or more.

- Meals may not be purchased individually.
- Meals must be purchased in the most cost-effective manner for the group.
- Dine-in restaurant meals are excluded.
- Payment of delivery fees are excluded.
- Meals purchased for emergency personnel outside of the group dining area must be pre-approved by the County Administrator, or his or her designee, and must be based on an abnormal or unusual work area or work hours.

The provision of meals does not extend to those employees whose work schedules are 8 hours per day or less and/or not directly related to the Declared State of Emergency.

## *Non-Emergency Food Purchases*

All food purchases outside of a Declared State of Emergency shall be approved on a case-by-case basis, by the County Administrator or his or her designee, through an approved budget. Any request for a non-emergency food purchase shall be in the form approved by the County Administrator.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Tanya Cannady, Business Services Director**

**SUBJECT/TITLE:** **Sebring Airport Authority, Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Financial Statements and Independent Auditor's Report for Fiscal Year Ending (FYE) September 30, 2022 and Sebring Regional Airport & Industrial Park (CRA) Annual Report FY 2021-2022**

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## STATEMENT OF ISSUE

Sebring Airport Authority and Sebring Regional Airport and Industrial Park Community Redevelopment has submitted their Financial Statements and Independent Auditor's Report for the FYE September 30, 2022 and the Sebring Regional Airport & Industrial Park (CRA) Annual Report FY 2021-2022

## RECOMMENDED ACTION

**Move to accept into the record the Annual Financial Statements and Auditor's Report for FYE September 30, 2022 for Sebring Airport Authority & Sebring Regional Airport and Industrial Park Community Redevelopment Agency and the Sebring Reginal Airport & Industrial Park (CRA) Annual Report FY 2021-2022**

## FISCAL IMPACT

There is no fiscal impact to accepting the Sebring Airport Authority and Sebring Regional Airport and Industrial Park Community Redevelopment Agency's Financial Statements and Auditor's Report and the Annual Report into the record.

Attachments: 2022 SAA Audited FS.pdf
2022 SRA CRA Audited FS.pdf
2022 SRA CRA Annual Report Final.pdf

# SEBRING AIRPORT AUTHORITY

## FINANCIAL STATEMENTS

## YEAR ENDED SEPTEMBER 30, 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**SEBRING AIRPORT AUTHORITY**
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# INDEPENDENT AUDITORS' REPORT

Board of Directors
Sebring Airport Authority
Sebring, Florida

## Report on the Financial Statements

### *Opinion*

We have audited the accompanying financial statements of the Sebring Airport Authority (the Authority), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of September 30, 2022, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Emphasis of Matter – Change in Accounting Principle*

As discussed in Note 1 to the financial statements, effective October 1, 2021, the Authority adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-to-use lease asset and corresponding lease liability and lessors to recognize a lease receivable and a corresponding deferred inflow of resources for all leases with lease terms greater than twelve months. Our opinion is not modified with respect to this matter.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, information on other postemployment benefits, and information on defined benefit pensions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of revenues, expenses, and changes in net position – CRA fund and the schedule of expenditures of state financial assistance, as required by Chapter 10.550, *Local Governmental Entity Audits*, Rules of the Auditor General of the State of Florida, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of revenues, expenses, and changes in net position – CRA fund and the schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 21, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

As management of the Sebring Airport Authority (the Authority), we offer the readers of the Authority's basic financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements.

**Financial Highlights**

- The assets plus deferred outflows of resources of the Authority exceeded its liabilities plus deferred inflows of resources as of September 30, 2022 by $43,945,701 (net position).
- The Authority's total assets net of depreciation as of September 30, 2022 were $53,885,394.
- The Authority's total operating revenue was $6,139,138 primarily consisting of industrial rentals of $2,210,519 and Fixed Base Operations sales in the amount of $2,820,320.
- The Authority's total operating expenses came to $5,535,995. General operating expense (including insurance, supplies, utilities, repairs and maintenance, taxes) came to $3,279,638. Other primary expenses consisted of $1,297,887 in personnel costs, $329,532 in contractual services, $628,938 in professional services, and $2,557,599 in depreciation. The net operating loss was $1,954,456.
- Total nonoperating revenue, (expenses), and capital grants were $2,324,813 resulting in an increase in net position of $370,357.

**Overview of Financial Statements**

The financial statements included in the annual report are those of a special-purpose government engaged in a business-type activity. The following statements are included:

- Statement of Net Position — reports the Authority's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Revenue, Expenses, and Changes in Net Position — reports the results of activity over the course of the fiscal year. It details the costs associated with operating the Authority and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- Statement of Cash Flows — reports the Authority's cash flows in and out from operating activities, noncapital financing activities, capital and related financing activities, and investing activities. It details the sources of the Authority's cash, what it was used for, and the change in cash over the course of the fiscal year.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

**Overview of Financial Statements (Continued)**

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the Authority's net position, which can be thought of as the difference between what the Authority owns (assets) and what the Authority owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the Authority.

Over time, significant changes in the Authority's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any Authority, the reader must also consider other nonfinancial factors such as fluctuations in the local economy, fluctuations in fuel prices, and the physical condition of the Authority's capital assets.

At September 30, 2022, total assets were $53,885,394. Total current assets were $5,191,997. Total noncurrent assets were $48,693,397.

In addition, total liabilities at September 30, 2022 were $5,366,738. Total current liabilities were $935,092 and liabilities payable from restricted assets (tenant deposits) and total long-term (noncurrent) liabilities were $4,431,646.

**Net Position**

The difference between an organization's assets and deferred outflows of resources and its liabilities and deferred inflows of resources equals its net position. The Authority's net position is classified as follows:

Net investment in capital assets — Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.

Restricted — Net position that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Unrestricted — Net position that is not invested in capital assets or subject to restrictions.

## Condensed Financial Information

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position:

| | 2022 | 2021 |
|---|---|---|
| **ASSETS** | | |
| Current Assets - Unrestricted | $ 4,753,211 | $ 4,122,960 |
| Current Assets - Restricted | 438,786 | 417,470 |
| Net Capital Assets | 44,642,889 | 44,777,711 |
| Other Noncurrent Assets | 4,050,508 | - |
| Total Assets | 53,885,394 | 49,318,141 |
| **DEFERRED OUTFLOWS OF RESOURCES** | 481,203 | 299,530 |
| **LIABILITIES** | | |
| Current Liabilities | 935,092 | 1,438,857 |
| Noncurrent Liabilities | 4,431,646 | 4,071,781 |
| Total Liabilities | 5,366,738 | 5,510,638 |
| **DEFERRED INFLOWS OF RESOURCES** | 5,054,158 | 531,689 |
| **NET POSITION** | | |
| Net Investment in Capital Assets | 41,296,202 | 40,627,662 |
| Restricted | 1,583,743 | 2,050,716 |
| Unrestricted | 1,065,756 | 896,966 |
| Total Net Position | $ 43,945,701 | $ 43,575,344 |

Current assets increased $651,567 from the prior fiscal year due to increases in lease receivables from the implementation of GASB 87, *Leases*. Noncurrent assets increased $4,050,508 due to implementation of GASB 87. Of the total increase in current assets, restricted cash increased $21,316 due to the increase in customer deposits.

Current liabilities decreased $503,765 from the prior year primarily due to a decrease in payables related to projects in process at year end.

At September 30, 2022, the Authority had $3,226,796 in long-term debt related to capital assets. That debt finances the purchases of equipment as well as construction and improvement projects. The Authority also records $1,070,939 in net pension liability related to the Authority's participation in the Florida Retirement System.

There was an increase in net position of $370,357 mainly due to capital grants after a net operating loss of $1,954,456. Nonoperating revenue includes capital grants and contributions of $1,876,142. The net operating loss was largely due to depreciation expense of $2,557,599.

## Condensed Financial Information (Continued)

Revenues, Expenses, and Changes in Net Position

| | 2022 | 2021 |
|---|---|---|
| **OPERATING REVENUE** | | |
| Industrial and Test Track Rental Revenue | $ 2,579,278 | $ 2,703,758 |
| Fixed Based Operations | 2,820,320 | 1,699,407 |
| Other Revenue | 739,540 | 707,453 |
| Total Operating Revenue | 6,139,138 | 5,110,618 |
| **OPERATING EXPENSES** | | |
| Personnel Services | 1,297,887 | 921,389 |
| Contractual Services | 329,532 | 359,489 |
| Professional Services | 628,938 | 422,735 |
| General Operating Expenses | 3,279,638 | 2,055,324 |
| Depreciation Expense | 2,557,599 | 2,421,197 |
| Total Operating Expenses | 8,093,594 | 6,180,134 |
| **NET OPERATING LOSS** | (1,954,456) | (1,069,516) |
| **NONOPERATING REVENUES (EXPENSES)** | | |
| Interest Revenue (Expense), Net | 334,041 | (181,232) |
| Capital Grants and Contributions | 1,876,142 | 2,507,124 |
| Other Nonoperating Revenue | 114,630 | 26,258 |
| Total Nonoperating Revenues (Expenses) | 2,324,813 | 2,352,150 |
| **CHANGE IN NET POSITION** | 370,357 | 1,282,634 |
| Net Position - Beginning of Year | 43,575,344 | 42,292,710 |
| **NET POSITION - END OF YEAR** | $ 43,945,701 | $ 43,575,344 |

Overall operating revenue increased by $1,028,520. Industrial and test track rental revenue decreased $124,480 for the current year. Revenue from fixed based operations increased $1,120,913 for the current year due to increased activity at the airport for military and general aviation activity.

Operating expenses before depreciation increased by $1,913,460. The increase was due largely to increases in the cost of fuel related to increased fuel sales noted above.

In fiscal year 2022, total operating revenue was $6,139,138, while total operating expenses, including depreciation, was $8,093,594. This resulted in a $1,954,456 operating loss. Net nonoperating revenues, including capital grants, were $2,324,813 resulting in a positive change in net position of $370,357.

**Capital Assets**

The Authority's investment in capital assets as of September 30, 2022 amounted to $44,642,889 (net of accumulated depreciation) compared to $44,777,711 for the prior year. This investment in capital assets includes land, buildings, infrastructure, vehicles, machinery and equipment, furniture and fixtures, and construction in progress. Major capital asset events during the fiscal year include the following:

- Railroad Rehab
- Building 22 roof replacement

Capital Assets (Net of Depreciation):

| | 2022 | 2021 |
|---|---|---|
| Total Capital Assets Not Being Depreciated | $ 3,557,304 | $ 5,288,168 |
| Total Capital Assets Being Depreciated and Amortized | 77,886,421 | 73,745,052 |
| Accumulated Depreciation and Amortization | (36,800,836) | (34,255,509) |
| Total Capital Assets, Net | $ 44,642,889 | $ 44,777,711 |

Additions information on the Authority's capital assets can be found in Note 3 to the financial statements.

**Long-Term Debt**

At September 30, 2022, the Authority had total debt outstanding of $3,226,796 compared to $3,441,060 in the prior year. The decrease in total outstanding debt is attributable to payments on existing debt.

Long-Term Debt:

| | 2022 | 2021 |
|---|---|---|
| Notes Payable - Direct Borrowing and Leases | $ 3,226,796 | $ 3,441,060 |

Please refer to Notes 8 and 9 of the financial statements for a complete presentation of all long-term debt and line of credit liabilities. The above table does not present information for compensated absences, net pension liability, or other post-employment benefit liabilities.

**Economic Factors and Next Year's Budgets and Rates**

The Sebring Airport Authority 2023 Annual Budget was approved by Resolution 22-08 on September 22, 2022. The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is reported as a blended component unit of Sebring Airport Authority. Its Annual Budget was approved by Resolution 22-02 on September 22, 2022. The detailed budgets are available for review upon request.

Final inspection of the Rail Spur Reconstruction Project occurred February 3, 2022. This completes over two miles of full depth rail replacement, with a project cost nearly $8,000,000. Repackaging of plans and specifications for procurement of Apron Reconstruction Phase II is complete. We should hear on FDOT/FAA funding soon. These projects are much needed in terms of infrastructure renewal and remaining competitive in our efforts to attract business and industry. Other projects that are in the pipeline are as follows:

- Haywood Taylor repaving and drainage work is substantially complete. Project completion will be in the next 30 days. This is a CRA funded project.
- Webster Turn full depth reconstruction is in final design and permitting. We hope to have the project advertised in fiscal year 2023. Project has been delayed as an Interlocal Agreement with the County is necessary as the County is the recipient of FDOT funding. Project cost will be approximately $1,250,000 and funded by CRA, FDOT, Highlands County.
- Taxiway Alpha 4 Realignment Construction Notice to Proceed as been issued. Project costs are estimated at $2,198,300 and will be funded by FAA and FDOT.
- Building 22 roof replacement and resilience enhancements are almost complete. Building has been brought up to Florida's high velocity wind code. This is a SAA and CRA funded project.
- Master drainage infrastructure is WWII vintage. In concert with Highlands County, we have applied and received an Economic Development Administration (EDA) grant of approximately $2,300,000. We are now working on plans and specifications. We hope to have this project advertised within the next 120 days. This will require a 20% grant match if not waved by EDA.
- We continue to work with our tenant partners on their projects. They are briefly outlined as follows:
    - ADS has completed the project mentioned in the last update. We are now working on a lease of approximately 10 acres for a finished goods storage yard.
    - DUC Propellers is planning a new facility on Airport to manufacture helicopter rotor blades and propellers for vertical takeoff and landing aircraft.
    - Sebring International Raceway: For the past five, perhaps seven years, IMSA and the world sports car governing authorities have worked to build a common car with comparable rules so that cars that compete for overall victories in the Mobil 1 Twelve Hours of Sebring and the Rolex 24 at Daytona also can compete for the overall victory at the 24 Hours of Le Mans.

**Economic Factors and Next Year's Budgets and Rates Continued**

> Those years of cooperation have brought us to 2023 where Cadillac and Porsche will compete at sports car racing's highest levels both in Europe and the U.S. in what IMSA calls GTP and the World Endurance Championship calls Hypercar. Acura and BMW also are introducing GTP cars. Ferrari, Peugeot, Toyota and at least two privateers will compete against Cadillac and Porsche at Sebring. To see all these new cars in one place, there is only one place in the world all will be on track in 2023: Sebring in March for the WEC 1000 Miles of Sebring and the IMSA Mobil 1 Twelve Hours of Sebring.

Significant economic factors affecting the Authority are as follows:

1. As in the past, we continue to feel bullish toward military fuel sales. We are moving forward planning upgrades and additional fuel storage capacity to take advantage of wider use of Bombing Range by branches of military. Our 5,000-gallon refueler has been completely refurbished and is dedicated to the Range.
2. SAA staff is working to bring all our leases up to current market as they come due.

As noted previously, air mobility is progressing along both manned and unmanned directions. By 2035 there will be twice as many vertical take-off and landing vehicles (VTOL) that will be electric powered as there are legacy aircraft. These vehicles will operate out of vertiports and will not necessarily need airports. The Authority is deeply involved in this evolving aviation sector in terms of economic development.

**Requests for Information**

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed as follows:

Colleen Plonsky
Director of Finance
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

**SEBRING AIRPORT AUTHORITY**
**STATEMENT OF NET POSITION**
**SEPTEMBER 30, 2022**

| | |
|---|---|
| **ASSETS** | |
| Current Assets: | |
| Cash and Cash Equivalents - Unrestricted | $ 3,458,391 |
| Cash and Cash Equivalents - Restricted | 438,786 |
| Accounts Receivable - Trade | 96,704 |
| Grants Receivable | 25,103 |
| Leases Receivable | 1,057,438 |
| Prepaid Items | 580 |
| Inventory | 114,995 |
| Total Current Assets | 5,191,997 |
| Noncurrent Assets: | |
| Leases Receivable | 4,050,508 |
| Capital Assets Not Being Depreciated | 3,557,304 |
| Capital Assets - Net of Depreciation and Amortization | 41,085,585 |
| Total Noncurrent Assets | 48,693,397 |
| Total Assets | 53,885,394 |
| **DEFERRED OUTFLOWS OF RESOURCES** | |
| Pension Related Items | 481,203 |
| **LIABILITIES** | |
| Current Liabilities: | |
| Accounts Payable | 362,667 |
| Accrued Expenses | 100,902 |
| Notes and Loans Payable - Current | 435,640 |
| Unearned Revenue | 35,883 |
| Total Current Liabilities | 935,092 |
| Noncurrent Liabilities: | |
| Notes and Loans Payable - Noncurrent | 2,791,156 |
| Compensated Absences | 107,643 |
| Net Pension Liability | 1,070,939 |
| Total OPEB Liability | 47,683 |
| Rent Deposits | 414,225 |
| Total Noncurrent Liabilities | 4,431,646 |
| Total Liabilities | 5,366,738 |
| **DEFERRED INFLOWS OF RESOURCES** | |
| Lease Related Items | 5,000,660 |
| Pension Related Items | 53,498 |
| Total Deferred Inflows of Resources | 5,054,158 |
| **NET POSITION** | |
| Net Investment in Capital Assets | 41,296,202 |
| Restricted for Community Redevelopment | 1,583,743 |
| Unrestricted | 1,065,756 |
| Total Net Position | $ 43,945,701 |

*See accompanying Notes to Financial Statements.*

**SEBRING AIRPORT AUTHORITY**
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**
**YEAR ENDED SEPTEMBER 30, 2022**

| | |
|---|---|
| **OPERATING REVENUE** | |
| Industrial Rentals | $ 2,210,519 |
| Test Track Rentals | 368,759 |
| Fixed Base Operations | 2,820,320 |
| Fire Protection Fees | 103,209 |
| CRA Incremental Tax Revenue | 390,155 |
| Miscellaneous Revenue | 246,176 |
| Total Operating Revenue | 6,139,138 |
| **OPERATING EXPENSES** | |
| Personal Services | 1,297,887 |
| Contractual Services | 329,532 |
| Professional Services | 628,938 |
| General Operating | 3,279,638 |
| Total Operating Expenses | 5,535,995 |
| **OPERATING INCOME BEFORE DEPRECIATION** | 603,143 |
| Depreciation | (2,557,599) |
| **NET OPERATING LOSS** | (1,954,456) |
| **NONOPERATING REVENUE (EXPENSE)** | |
| Interest Income | 502,868 |
| Operating Grants | 89,415 |
| Interest Expense | (168,827) |
| Miscellaneous Revenue | 26,257 |
| Loss on Sale of Capital Assets | (1,042) |
| Total Nonoperating Revenue | 448,671 |
| **LOSS BEFORE CAPITAL GRANTS AND CONTRIBUTIONS** | (1,505,785) |
| Capital Grants and Contributions | 1,876,142 |
| **CHANGE IN NET POSITION** | 370,357 |
| Net Position - Beginning of Year | 43,575,344 |
| **NET POSITION - END OF YEAR** | $ 43,945,701 |

*See accompanying Notes to Financial Statements.*

**SEBRING AIRPORT AUTHORITY**
**STATEMENT OF CASH FLOWS**
**YEAR ENDED SEPTEMBER 30, 2022**

| | |
|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | |
| Receipts from Customers | $ 4,111,748 |
| CRA Incremental Tax Receipts | 390,155 |
| Other Receipts | 246,176 |
| Payments to Suppliers | (5,005,309) |
| Payments to Employees | (1,173,289) |
| Net Cash Used by Operating Activities | (1,430,519) |
| **CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES** | |
| Operating Grants | 89,415 |
| Miscellaneous | 26,257 |
| Net Cash Provided by Noncapital Financing Activities | 115,672 |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | |
| Acquisition and Construction of Capital Assets | (2,234,121) |
| Proceeds from Sale of Capital Assets | 850 |
| Proceeds from Borrowings | 620,744 |
| Principal Payments on Borrowings | (807,238) |
| Principal Payments on Leases | (27,770) |
| Interest Payments on Borrowings | (168,349) |
| Receipts from Leasing Activities | 1,083,052 |
| Capital Grants Received | 2,308,969 |
| Net Cash Provided by Capital and Related Financing Activities | 776,137 |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | |
| Investment Income | 502,868 |
| **NET DECREASE IN CASH AND CASH EQUIVALENTS** | (35,842) |
| Cash and Cash Equivalents - Beginning of Year | 3,933,019 |
| **CASH AND CASH EQUIVALENTS - END OF YEAR** | $ 3,897,177 |

*See accompanying Notes to Financial Statements.*

**SEBRING AIRPORT AUTHORITY**
**STATEMENT OF CASH FLOWS (CONTINUED)**
**YEAR ENDED SEPTEMBER 30, 2022**

| | |
|---|---|
| **RECONCILIATION OF NET OPERATING LOSS TO CASH USED BY OPERATING ACTIVITIES** | |
| Net Operating Loss | $ (1,954,456) |
| Adjustments to Reconcile Net Operating Loss to Net Cash Used by Operating Activities | |
| Depreciation | 2,557,599 |
| (Increase) Decrease in Assets and Deferred Outflows of Resources: | |
| Accounts Receivable - Trade | (13,761) |
| Inventory | (49,037) |
| Deferred Outflows Related to Pensions | (181,673) |
| Increase (Decrease) in Liabilities and Deferred Inflows of Resources: | |
| Accounts Payable | (716,841) |
| Accrued Expenses | 9,980 |
| Compensated Absences | 20,279 |
| Rent Deposits | (3,245) |
| Unearned Revenue | 86 |
| Net Pension Liability | 726,199 |
| Deferred Inflows Related to Leases | (1,374,139) |
| Deferred Inflows Related to Pensions | (478,191) |
| Total OPEB Liability | 26,681 |
| Net Cash Used by Operating Activities | $ (1,430,519) |
| **RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET POSITION** | |
| Unrestricted Cash and Cash Equivalents | $ 3,458,391 |
| Restricted Cash and Cash Equivalents | 438,786 |
| Total Cash and Cash Equivalents | $ 3,897,177 |
| **SUPPLEMENTAL DISCLOSURE OF NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES** | |
| Capital Related Accounts Payable | $ 145,952 |
| Loss on Disposal of Capital Assets | $ (1,892) |

*See accompanying Notes to Financial Statements.*

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Reporting Entity

Sebring Airport Authority (Authority) was created by the legislature of the state of Florida by Chapter 67-2070 (1967), for the purpose of planning, developing, and maintaining a comprehensive airport and industrial complex, and constitutes a public instrumentality. The Authority is governed by a board of seven members, and its operations consist of leasing industrial properties and airport operations.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units and present only the financial position of Sebring Airport Authority, a dependent special district of the City of Sebring, Florida (City), and not of the City as a whole. The Authority has been classified as a dependent special district of the City of Sebring, Florida, as determined by the Florida Department of Community Affairs effective October 1, 1990, for annual financial reporting purposes of Section 218.32, Florida Statutes.

As defined by accounting principles generally accepted in the United States of America established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as all component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

1. Appointment of a voting majority of the component unit's board, and either a) the ability to impose the will of the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
2. Fiscal dependency on the primary government.

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the Authority Board and (1) there is a financial benefit or burden relationship between the primary government and the component unit, or (2) management of the primary government has operational responsibility for the component unit. A blended component unit provides services entirely, or almost entirely, to the primary government. The component units' funds are blended into those of the primary government by appropriate activity type to compose the primary government presentation.

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), established by County ordinance on December 17, 1996 is a legally separate entity, however, since the Authority's Board of Directors also serves as the CRA's Board, there is a financial benefit relationship and operational responsibility, and the CRA provides services entirely to the Authority, it is reported as a blended component unit.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Reporting Entity (Continued)

The U.S. Sport Aviation Institute, Inc. (Institute), established by the Sebring Airport Authority on June 20, 2016, is a legally separate entity; however, since the Authority's Board of Directors also serves as the Institutes' Board, there is a financial benefit relationship and operational responsibility, and the Institute provides services entirely to the Authority, it is reported as a blended component unit.

### Fund Accounting and Measurement Focus

The Authority operates as a single enterprise fund under the fund accounting framework of governmental accounting. Within this framework, an enterprise fund accounts for operations in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. The enterprise fund is accounted for on a cost of services or "capital maintenance" measurement focus. This means all assets and liabilities (whether current or noncurrent) associated with its activity are included on its statement of net position. Reported fund equity (total net position) is segregated into unrestricted, restricted, and net investment in capital assets components. The statement of revenues, expenses, and changes in net position presents increases and decreases in net position.

### Basis of Accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. The Authority, an enterprise fund, is maintained on an accrual basis with revenues being recognized when earned and expenses recognized when incurred. Operating revenues are those revenues that are generated from the primary operations of the Authority. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the Authority. All other expenses are reported as nonoperating expenses.

### Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

### Restricted Assets

Certain assets are classified as restricted assets in the accompanying statement of net position when constraints are placed on their use by external parties or by law. Assets classified as restricted include cash and cash equivalents that represent customer deposits. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Accounts Receivable

Management considers all receivables collectible as of September 30, 2022.

### Prepaid Items

Prepaid insurance and similar items are recorded using the consumption method of accounting. Under the consumption method, services paid for in advance are reported as an asset until the period in which the services are actually consumed.

### Inventory

Inventory consists mainly of aviation fuel and is valued at the lower of cost or market determined on a first-in-first-out basis.

### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Authority has deferred outflows for expected versus actual experience, changes in assumptions, projected versus actual earnings, changes in the proportion and differences between the Authority's contributions and proportionate share of contributions, and the Authority's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as increases in pension expense in future years.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has multiple items that qualify for reporting in this category, including leases and differences between expected and actual experience, changes in assumptions, projected versus actual earnings, and changes in proportion and differences between the Authority's contributions and proportionate share of contributions, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as reductions in pension expense in future years.

### Capital Assets

Capital assets are defined by the Authority as having a minimum established cost of $1,000 and an estimated useful life in excess of one year. Property and equipment purchased or acquired is carried at historical cost. Donated or contributed assets are recorded at estimated acquisition value. Additions, improvements, and capital outlays that significantly extend the useful life of an asset, and public domain (infrastructure) fixed assets consisting of roads and curbs, runways and wastewater systems are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Capital Assets (Continued)

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

| | |
|---|---|
| Buildings | 40 Years |
| Infrastructure | 25 to 40 Years |
| Improvements | 15 to 30 Years |
| Vehicles | 5 to 15 Years |
| Equipment | 3 to 10 Years |

### Grants

Grants which finance current operations and capital expenditures are recorded as nonoperating revenue and capital contributions, respectively, when earned.

### Unearned Revenue

Unearned revenue has been recorded for rent received from tenants in advance.

### Compensated Absences

On the employee's anniversary date, a maximum of 45 Paid-Time-Off (PTO) days may be carried over to the following 12 months; PTO days in excess of 45 days will be paid to the employee. Upon retirement or resignation with two weeks' notice, employees will receive payment for unused PTO. The amount of earned but unused PTO days estimated to be payable is accrued as a liability at year-end.

### Other Postemployment Benefits (OPEB)

In the statement of net position, liabilities are recognized for the Authority's total OPEB liability as determined by an actuarial review of the healthcare coverage purchased by retirees to continue participation in the Authority's health plan. OPEB expense is recognized immediately for changes in the OPEB liability resulting from current year service cost, interest on the total OPEB liability, and changes of benefit terms or actuarial assumptions.

### Pensions

In the statement of net position, liabilities are recognized for the Authority's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRS) and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Leases

**Lessee Arrangements**

The Authority determines if an arrangement is a lease at inception. Leases are included in lease assets and lease liabilities in the statements of net position.

Lease assets represent the Authority's control of the right to use an underlying asset for the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease assets are recognized at the commencement date based on the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. Lease assets are amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.

Lease liabilities represent the Authority's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the commencement date based on the present value of expected lease payments over the lease term, less any lease incentives. Interest expense is recognized ratably over the contract term.

The lease term may include options to extend or terminate the lease when it is reasonably certain that the Authority will exercise that option.

The Authority has elected to recognize payments for short-term leases with a lease term of 12 months or less as expenses as incurred, and these leases are not included as lease liabilities or right-to-use lease assets on the statements of net position.

Significant lease terms are disclosed in Note 8.

The Authority accounts for contracts containing both lease and non-lease components as separate contracts when possible. In cases where the contract does not provide separate price information for lease and non-lease components, and it is impractical to estimate the price of such components, the Authority treats the components as a single lease unit.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Leases (Continued)

**Lessor Arrangements**

The Authority determines if an arrangement is a lease at inception. Leases are included in lease receivables and deferred inflows of resources in the statements of net position and fund financial statements.

Lease receivables represent the Authority's claim to receive lease payments over the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease receivables are recognized at commencement date based on the present value of expected lease payments over the lease term, reduced by any provision for estimated uncollectible amounts. Interest revenue is recognized ratably over the contract term.

Deferred inflows of resources related to leases are recognized at the commencement date based on the initial measurement of the lease receivable, plus any payments received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The deferred inflows related to leases are recognized as lease revenue in a systematic and rational manner over the lease term.

Amounts to be received under residual value guarantees that are not fixed in substance are recognized as a receivable and an inflow of resources if (a) a guarantee payment is required and (b) the amount can be reasonably estimated. Amounts received for the exercise price of a purchase option or penalty for lease termination are recognized as a receivable and an inflow of resources when those options are exercised.

The Authority has elected to recognize payments received for short-term leases with a lease term of 12 months or less as revenue as the payments are received. These leases are not included as lease receivables or deferred inflows on the statements of net position and fund financial statements.

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the Entity has elected to use their incremental borrowing rate to calculate the present value of expected lease payments.

The Entity accounts for contracts containing both lease and nonlease components as separate contracts when possible. In cases where the contract does not provide separate price information for lease and nonlease components, and it is impractical to estimate the price of such components, the Entity treats the components as a single lease unit.

### Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Adoption of New Accounting Standards:**

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases*. This standard requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

The Entity adopted the requirements of the guidance effective October 1, 2021 and has elected to apply the provisions of this standard to the beginning of the period of adoption.

## NOTE 2 DEPOSITS AND INVESTMENTS

Cash and cash equivalents consist of unrestricted and restricted funds. Restricted funds represent: (1) funds received at the end of the year to cover payables related to various grant projects; and (2) lease deposits. Cash and cash equivalents as of September 30, 2022 was as follows:

| | |
|---|---|
| Unrestricted Cash | $ 3,458,391 |
| Restricted Cash: Lease Deposits | 438,786 |
| Total Cash and Cash Equivalents | $ 3,897,177 |
| | |
| Classified as: | |
| Petty Cash and Demand Deposits | $ 3,867,427 |
| Local Government Surplus Trust Funds | 29,750 |
| Total | $ 3,897,177 |

Custodial Credit Risk is the risk that in the event of a bank failure the government's deposits may not be returned to it. Bank balances of the Authority's deposits at September 30, 2022 were $4,190,452. The Authority's monies must be deposited in banks designated as qualified public depositories by the chief financial officer, Florida Department of Financial Services. Therefore, the Authority's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the chief financial officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the Authority has no policy on custodial credit risk.

Collateral is provided for demand deposits through the Florida Security for Public Deposits Act. This law establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under this law, the qualified public depository must pledge at least 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance.

## NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Additional collateral, up to a maximum of 150%, may be required if deemed necessary under the conditions set forth in this law. Eligible collateral consists of obligations of the United States and its agencies and obligations of states and their local political subdivisions and unaffiliated corporations.

Obligations pledged to secure deposits must be delivered to the Department of Financial Services or, with the approval of the chief financial officer, to a bank, savings association or trust company provided a power of attorney is delivered to the chief financial officer. On a monthly basis, the chief financial officer determines that the collateral has a market value adequate to cover the deposits under the provisions of this law.

The Authority invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Throughout the year and as of September 30, 2022, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month London Interbank Offered Rate (LIBOR) rates. These investments represented 34.7% of Florida PRIME's portfolio at September 30, 2022.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2022 was 21 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2022 was 72 days.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's.

On September 30, 2022, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

## NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

**Credit Risk (Continued)**

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2022, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

## NOTE 3 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2022 is summarized as follows:

| | Beginning Balance | Increases | Decreases | Ending Balance |
|---|---|---|---|---|
| Capital Assets Not Being Depreciated: | | | | |
| Land, Buildings, and Infrastructure | $ 980,024 | $ - | $ - | $ 980,024 |
| Construction in Progress | 4,308,144 | 2,293,779 | (4,024,643) | 2,577,280 |
| Total Capital Assets Not Being Depreciated | 5,288,168 | 2,293,779 | (4,024,643) | 3,557,304 |
| Capital Assets Being Depreciated and Amortized: | | | | |
| Buildings and Infrastructure | 69,978,565 | 3,999,532 | (4,453) | 73,973,644 |
| Vehicles and Tractors | 509,786 | 9,003 | (6,500) | 512,289 |
| Machinery and Equipment | 1,006,560 | 78,275 | (3,211) | 1,081,624 |
| Office Furniture, Fixtures, and Equipment | 343,262 | 14,893 | - | 358,155 |
| Race Track Improvements | 1,906,879 | - | - | 1,906,879 |
| Right-to-Use Leased Equipment | - | 53,830 | - | 53,830 |
| Total Capital Assets Being Depreciated and Amortized | 73,745,052 | 4,155,533 | (14,164) | 77,886,421 |
| Less: Accumulated Depreciation and Amortization | (34,255,509) | (2,557,599) | 12,272 | (36,800,836) |
| Total Capital Assets Being Depreciated and Amortized, Net | 39,489,543 | 1,597,934 | (1,892) | 41,085,585 |
| Total Capital Assets, Net | $ 44,777,711 | $ 3,891,713 | $ (4,026,535) | $ 44,642,889 |

The Authority has the following commitments for design, construction, or other services as of September 30, 2022:

| Project | Authorization | Commitment | Expended |
|---|---|---|---|
| Haywood Taylor Blvd. Resurfacing | $ 1,850,024 | $ 1,581,742 | $ 268,282 |

## NOTE 4 LEASES RECEIVABLES

The Authority, acting as lessor, leases industrial buildings and land under long-term, noncancelable lease agreements. The leases expire at various dates through 2057 and provide for renewal options ranging from one years to twenty years. During the year ended September 30, 2022, the Entity recognized $1,347,882 and $498,449 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Certain leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases.

Total future minimum lease payments to be received under lease agreements are as follows:

| Year Ending September 30, | Principal | Interest | Total |
|---|---|---|---|
| 2023 | $ 1,150,828 | $ 394,522 | $ 1,545,350 |
| 2024 | 505,670 | 335,031 | 840,701 |
| 2025 | 465,141 | 299,692 | 764,833 |
| 2026 | 465,141 | 260,933 | 726,074 |
| 2027 | 453,908 | 217,185 | 671,093 |
| 2028 - 2032 | 1,011,766 | 690,636 | 1,702,402 |
| 2033 - 2037 | 441,040 | 354,023 | 795,063 |
| 2038 - 2042 | 203,789 | 185,377 | 389,166 |
| 2043 - 2047 | 72,447 | 98,365 | 170,812 |
| 2048 - 2052 | 50,016 | 56,237 | 106,253 |
| 2053 - 2057 | 23,370 | 5,213 | 28,583 |
| Total Minimum Lease Payments | $ 4,843,116 | $ 2,897,214 | $ 7,740,330 |

## NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB)

### Plan Description

The Authority is obligated to make available to qualified retired employees the option to maintain coverage with the group health, life, and dental insurance plans. The Sebring Airport Authority Plan (the Plan) is a single-employer defined benefit OPEB plan. The Plan is currently being funded on a pay as you go basis. No trust fund has been established for the Plan, and there are no assets accumulated in trust for payment of benefits. The Plan does not issue a publicly available report.

### Benefits Provided

The Plan provides lifetime healthcare insurance for eligible employees and their spouses through the Authority's group insurance plan which covers both active and retired members. Benefit provisions are established and may be amended by the Authority's Board of Directors. The Plan provides for the retirees to contribute 100% of the cost of health insurance premiums for retirees and their spouses.

## NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

### Employees Covered by Benefit Terms

At September 30, 2022, the following employees were covered by the benefit terms:

| | |
|---|---|
| Inactive Plan Members or Beneficiaries Currently Receiving Benefits | 2 |
| Active Plan Members | 14 |
| Total | 16 |

### Total OPEB Liability

The Authority's Total OPEB liability was measured as of September 30, 2022 and was determined by an actuarial valuation as of September 30, 2022. The following table shows the Authority's total OPEB liability for the year ended September 30, 2022.

| | Total OPEB Liability |
|---|---|
| Balances - October 1, 2021 | $ 21,002 |
| Changes for the Year: | |
| Service Cost | 5,947 |
| Interest | 655 |
| Changes in Assumptions | (3,580) |
| Differences Between Expected and Actual Experience | 23,659 |
| Net Changes | 26,681 |
| Balances - September 30, 2022 | $ 47,683 |

### Discount Rate Sensitivity

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

| Description | 1% Decrease in Discount Rate | Discount Rate | 1% Increase in Discount Rate |
|---|---|---|---|
| OPEB Plan Discount Rate | 3.77 % | 4.77 % | 5.77 % |
| Total OPEB Liability | $ 49,552 | $ 47,683 | $ 45,948 |

### Healthcare Trend Rate Sensitivity

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

| Description | 1% Decrease in Healthcare Cost Trend Rate | Healthcare Cost Trend Rate | 1% Increase in Healthcare Cost Trend Rate |
|---|---|---|---|
| OPEB Plan Healthcare Cost Rate | 6.50 % | 7.50 % | 8.50 % |
| Total OPEB Liability | $ 45,503 | $ 47,683 | $ 50,160 |

## NOTE 5 OTHER POSTEMPLOYMENT BENEFITS PLAN (OPEB) (CONTINUED)

### Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the Authority recognized OPEB expense of $26,681. At September 30, 2022, the Authority reported no deferred outflows of resources and no deferred inflows of resources related to OPEB.

### Actuarial Assumptions

The total OPEB liability in the September 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

| | |
|---|---|
| Inflation | 2.60% |
| Salary Increases | 3.25%, Average, Including Inflation |
| Healthcare Cost Trend Rates | 7.5% for 2022, Decreasing to an Ultimate Rate of 4.50% for 2029 and Later Years |

The actuarial cost method used was the Entry Age Normal Level Percent of Salary method.

Mortality rates were based on the SOA Pub-2010 General Headcount Weighted Mortality Table, fully generational, using Scale MP-2021 for general employees and retirees.

The discount rate used to measure the total OPEB liability was 4.77%, based on yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

Since the most recent valuation, the following change was made:

- The discount rate was updated to 4.77% as of September 30, 2022. An increase from 2.43% as of September 30, 2021.
- Mortality rates were updated from using improvement Scale MP-2020 to Scale MP-2021.
- Health care trend rates were updated to an initial rate of 7.5%, decreasing by .5% annually to an ultimate rate of 4.5%
- Salary increase scales were updated to match the FRS actuarial valuation as of July 1, 2021.

## NOTE 6 DEFINED BENEFIT PENSION PLANS

### Background

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost sharing, multiemployer defined benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The Authority's pension expense totaled $177,013 for both the FRS Pension Plan and HIS Plan for the fiscal year ended September 30, 2022.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan

**Plan Description**

The Florida Retirement System (FRS) Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class — Members of the FRS who do not qualify for membership in the other classes.
- Elected Officers Class — Members who hold specified elective offices in local government.
- Senior Management Service Class (SMSC) — Members in senior management level positions.
- Special Risk Class — Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62, or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan (Continued)

**Benefits Provided**

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

| Class, Initial Enrollment, and Retirement Age/Years of Service: | % Value |
|---|---|
| **Regular Class Members Initially Enrolled before July 1, 2011** | |
| Retirement Up to Age 62 or Up to 30 Years of Service | 1.60 |
| Retirement Up to Age 63 or Up to 31 Years of Service | 1.63 |
| Retirement Up to Age 64 or Up to 32 Years of Service | 1.65 |
| Retirement Up to Age 65 or Up to 33 Years of Service | 1.68 |
| **Regular Class Members Initially Enrolled on or After July 1, 2011** | |
| Retirement Up to Age 65 or Up to 33 Years of Service | 1.60 |
| Retirement Up to Age 66 or Up to 34 Years of Service | 1.63 |
| Retirement Up to Age 67 or Up to 35 Years of Service | 1.65 |
| Retirement Up to Age 68 or Up to 36 Years of Service | 1.68 |
| **Elected County Officers** | 3.00 |
| **Senior Management Service Class** | 2.00 |
| **Special Risk Regular** | |
| Service from December 1, 1970, Through September 30, 1974 | 2.00 |
| Service on and after October 1, 1974 | 3.00 |

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan (Continued)

#### Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the Authority, effective July 1, 2021, were applied to employee salaries as follows: regular employees 10.19%, senior management 29.85%, and DROP participants 16.88%. The Authority's contributions to the FRS Plan were $97,504 for the year ended September 30, 2022.

#### Pension Costs

At September 30, 2022, the Authority reported a liability of $847,980 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The Authority's proportion of the net pension liability was based on the Authority's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2021 through June 30, 2022, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2022, the Authority's proportion was 0.002279024%, which was an increase of 0.000406817% from its proportion measured as of June 30, 2021.

For the year ended September 30, 2022, the Authority recognized pension expense of $149,141 for its proportionate share of FRS's pension expense. In addition, the Authority reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

| Description | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences Between Expected and Actual Experience | $ 40,274 | $ - |
| Changes of Actuarial Assumptions | 104,432 | - |
| Net Difference Between Projected and Actual Earnings on Pension Plan Investments | 55,992 | - |
| Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions | 144,884 | (7,492) |
| Authority Contributions Subsequent to the Measurement Date | 27,515 | - |
| Total | $ 373,097 | $ (7,492) |

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan (Continued)

### Pension Costs (Continued)

$27,515 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

| Year Ending September 30, | Amount |
|---|---|
| 2023 | $ 82,868 |
| 2024 | 52,573 |
| 2025 | 14,409 |
| 2026 | 170,463 |
| 2027 | 17,777 |
| Thereafter | - |

### Actuarial Assumptions

The total pension liability in the July 1, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---|---|
| Inflation | 2.40% Per Year |
| Salary Increases | 3.25%, Average, Including Inflation |
| Investment Rate of Return | 6.70% |

Mortality rates were based on the PUB-2010 base table, varies by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the July 1, 2022, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) a long-term average annual inflation assumption of 2.40% as most recently adopted in October 2022 by the FRS Actuarial Assumption Conference; 2) an inferred real (in excess of inflation) return of 4.2%, which is consistent with the 4.38% real return from the capital market outlook developed by Aon for 2022. Geometrically combing those building blocks using the formula (1 + .024) x (1 + .0420) – 1 generates an expected nominal return of 6.7% In the opinion of the FRS consulting actuary both components and the overall 6.70% return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70% reported investment return assumption is the same as the investment return assumption chosen by the 2021 FRS Actuarial Assumption Conference for funding policy purposes.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan (Continued)

### Actuarial Assumptions (Continued)

For reference, the table below contains a summary of Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

| Asset Class | Target Allocation | Annual Arithmetic Return | Compound Annual (Geometric) Return | Standard Deviation |
|---|---|---|---|---|
| Cash | 1.0 % | 2.6 % | 2.6 % | 1.1 % |
| Fixed Income | 19.8 | 4.4 | 4.4 | 3.2 |
| Global Equity | 54.0 | 8.8 | 7.3 | 17.8 |
| Real Estate | 10.3 | 7.4 | 6.3 | 15.7 |
| Private Equity | 11.1 | 12.0 | 8.9 | 26.3 |
| Strategic Investments | 3.8 | 6.2 | 5.9 | 7.8 |
| Totals | 100.0 % | | | |
| Assumed Inflation - Mean | | | 2.4 % | 1.3 % |

### Discount Rate

The discount rate used to measure the total pension liability was 6.7% for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

### Pension Liability Sensitivity

The following presents the Authority's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

| Description | 1% Decrease | Current Discount Rate | 1% Increase in Discount Rate |
|---|---|---|---|
| FRS Plan Discount Rate | 5.70 % | 6.70 % | 7.70 % |
| Authority's Proportionate Share of the FRS Plan Net Pension Liability | $ 1,466,524 | $ 847,980 | $ 330,804 |

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Florida Retirement System Pension Plan (Continued)

#### Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

### Retiree Health Insurance Subsidy Program

#### Plan Description

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

#### Benefits Provided

For the fiscal year ended June 30, 2022, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

#### Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2022, the contribution rate was 1.66% of payroll pursuant to section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The Authority's contributions to the HIS Plan were $13,176 for the year ended September 30, 2022.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Retiree Health Insurance Subsidy Program (Continued)

**Pension Costs**

At September 30, 2022, the Authority reported a liability of $222,959 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The Authority's proportion of the net pension liability was based on the Authority's contributions received during the measurement period for employer payroll paid dates from July 1, 2021, through June 30, 2022, relative to the total employer contributions received from all participating employers. At June 30, 2022, the Authority's proportion was 0.002105054%, which was an increase of 0.000447565% from its proportion measured as of June 30, 2021.

For the year ended September 30, 2022, the Authority recognized pension expense of $27,872 for its proportionate share of HIS's pension expense. In addition, the Authority reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

| Description | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences Between Expected and Actual Economic Experience | $ 6,767 | $ (981) |
| Changes in Actuarial Assumptions | 12,780 | (34,492) |
| Net Difference Between Projected and Actual Earnings on HIS Program Investments | 323 | - |
| Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions | 84,545 | (10,533) |
| Authority Contributions Subsequent to the Measurement Date | 3,691 | - |
| Total | $ 108,106 | $ (46,006) |

$3,691 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

| Year Ending September 30, | Amount |
|---|---|
| 2023 | $ 12,920 |
| 2024 | 15,092 |
| 2025 | 13,109 |
| 2026 | 10,698 |
| 2027 | 5,562 |
| Thereafter | 1,028 |

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Retiree Health Insurance Subsidy Program (Continued)

#### Actuarial Assumptions

The total pension liability in the July 1, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---|---|
| Inflation | 2.40% Per Year |
| Salary Increases | 3.25%, Average, Including Inflation |
| Municipal Bond Rate | 3.54% |

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the July 1, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

#### Discount Rate

The discount rate used to measure the total pension liability was 3.54% in the current year and 2.16% in the prior year for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

#### Pension Liability Sensitivity

The following presents the Authority's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

| Description | 1% Decrease | Current Discount Rate | 1% Increase in Discount Rate |
|---|---|---|---|
| HIS Plan Discount Rate | 2.54 % | 3.54 % | 4.54 % |
| Authority's Proportionate Share of the HIS Plan Net Pension Liability | $ 255,083 | $ 222,959 | $ 196,377 |

#### Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

## NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

### Summary

The aggregate amount of net pension liability, deferred outlfows of resources, deferred inflows of resources, and pension expense for the Authority's defined benefit pension plans are summarized below. These liabilities are typically liquidated by the individual activity in which the employee's costs are associated.

| Description | FRS Plan | HIS Plan | Total |
|---|---|---|---|
| Net Pension Liability | $ 847,980 | $ 222,959 | $ 1,070,939 |
| Deferred Outflows of Resources Related to Pensions | 373,097 | 108,106 | 481,203 |
| Deferred Inflows of Resources Related to Pensions | 7,492 | 46,006 | 53,498 |
| Pension Expense | 149,141 | 27,872 | 177,013 |

## NOTE 7 DEFINED CONTRIBUTION PENSION PLAN

### FRS Investment Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Sebring Airport Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members.

## NOTE 7 DEFINED CONTRIBUTION PENSION PLAN (CONTINUED)

**FRS Investment Plan (Continued)**

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2022, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Sebring Airport Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's Investment Plan pension expense totaled $72,138 for the year ended September 30, 2022. Employee contributions to the Investment Plan totaled $7,256 for the year ended September 30, 2022.

## NOTE 8 LONG-TERM DEBT

The summary of changes in long-term debt for the fiscal year ended September 30, 2022 is as follows:

| | Balance October 1, 2021 (1) | Additions | Reductions | Balance September 30, 2022 | Due Within One Year |
|---|---|---|---|---|---|
| Direct Borrowing - | | | | | |
| Notes Payable | $ 3,387,229 | $ - | $ (186,494) | $ 3,200,735 | $ 424,469 |
| Leases Payable | 53,831 | - | (27,770) | 26,061 | 11,171 |
| Total | $ 3,441,060 | $ - | $ (214,264) | $ 3,226,796 | $ 435,640 |

(1) The beginning balance was restated due to the implementation of GASB Statement No. 87.

Notes payable at September 30, 2022 consisted of the following:

| Description | Amount |
|---|---|
| Direct borrowing from a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, due July 2028. Monthly payments of $4,575 through July 2018, including interest at 6%. Outstanding balance at July 21, 2018 paid in monthly payments of $4,625, including interest at 5.5%. Outstanding balance as of July 21, 2023 paid in monthly payments of principal and interest, calculated on a 5-year amortization, with interest based on the monthly average of the 5-year United States Treasury Bill index for June 2023 plus 4.5%. It is the Authority's intent to pay off the certificate by July 2023. If any event of default shall occur, all indebtedness will become immediately due and payable to the lender. | $ 272,075 |
| Direct borrowing from a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, with 12 months of interest only payments, followed by monthly payments of $11,780 including interest at 4%, final payment due April 2035. If any event of default shall occur, all indebtedness will become immediately due and payable to the lender. | 1,391,190 |

## NOTE 8 LONG-TERM DEBT (CONTINUED)

| Description (Continued) | Amount |
|---|---|
| Direct borrowing from a financial institution for improvements to industrial buildings with a maximum draw down of $3,000,000 available, collateralized by assignment of rent revenues, with 12 months of interest only payments at 5.5% interest, followed by 48 monthly payments of principal and interest, beginning August 18, 2020 calculated on a 20-year amortization of the outstanding principal balance as of July 18, 2020 with an interest rate of 5.5% per annum. Beginning August 18, 2024, 60 monthly payments of principal and interest calculated on a 15-year amortization of the outstanding principal balance as of July 18, 2024 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2024 plus 3.5%. Beginning August 18, 2029, 60 monthly payments of principal and interest calculated on a 10 year amortization of the outstanding principal balance as of July 18, 2029 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2029 plus 3.5%. Beginning August 18, 2034, 60 monthly payments of principal and interest calculated on a five-year amortization of the outstanding principal balance as of July 18, 2034 with interest based on the 5-year United States Treasury Bill index for July 18, 2034 plus 3.5%. Upon default, the interest rate on this direct borrowing shall be increased to 18% per annum, and the entire unpaid balance and all accrued interest will be declared due to the lender. | $ 1,518,502 |
| Direct borrowing from a financial institution for purchase of a vehicle, with monthly payments of $605, including interest at 5.59%, with a final payment due in August 2024. | 17,792 |
| Direct borrowing from a financial institution for purchase of a vehicle, with monthly payments of $822, including interest at 5.92%, with a final payment due in November 2022. | 1,176 |
| Total | 3,200,735 |
| Less: Current Portion | (424,469) |
| Long-Term Portion | $ 2,776,266 |

## NOTE 8 LONG-TERM DEBT (CONTINUED)

Annual debt service requirements as of September 30, 2022 for notes payable are as follows:

| Year Ending September 30, | Principal | Interest |
|---|---|---|
| 2023 | $ 424,469 | $ 151,188 |
| 2024 | 1,565,915 | 118,957 |
| 2025 | 93,839 | 47,526 |
| 2026 | 97,717 | 43,648 |
| 2027 | 101,754 | 39,611 |
| 2028 - 2032 | 575,255 | 131,572 |
| 2033 - 2037 | 341,786 | 50,537 |
| Total | $ 3,200,735 | $ 583,039 |

**Lessee Arrangement**

The Entity leases equipment for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2027.

Total future minimum lease payments under lease agreements are as follows:

| Year Ending September 30, | Principal | Interest | Total |
|---|---|---|---|
| 2023 | $ 11,171 | $ 1,009 | $ 12,180 |
| 2024 | 5,267 | 689 | 5,956 |
| 2025 | 5,575 | 382 | 5,957 |
| 2026 | 3,838 | 83 | 3,921 |
| 2027 | 210 | 2 | 212 |
| Total Minimum Lease Payments | $ 26,061 | $ 2,165 | $ 28,226 |

Right-to-use assets acquired through outstanding leases are shown below, by underlying asset class.

| | Business-Type Activities |
|---|---|
| Equipment | $ 53,830 |
| Less: Accumulated Amortization | (28,375) |
| Total | $ 25,455 |

## NOTE 9 LINES OF CREDIT

The Authority has a $500,000 line of credit for operating capital needs with a commercial bank at Prime as published by the Wall Street Journal, with a minimum rate of 5%, secured by lease income and other building income of buildings 108 and 104. The Authority also has a $2,000,000 line of credit to finance grant expenditures with a commercial bank at Prime, as published by the Wall Street Journal, with a minimum rate of 4.5%, secured by grant revenues.

Changes in the lines of credit for the fiscal year ended September 30, 2022 were as follows:

| | Balance October 1, 2021 | Additions | Reductions | Balance September 30, 2022 |
|---|---|---|---|---|
| Line of Credit - Secured | $ - | $ 620,744 | $ (620,744) | $ - |

## NOTE 10 MAJOR CUSTOMERS

A material part of the Authority's rent revenue is dependent upon three major customers and approximates total rents as follows:

| | Percentage of Total Rent Revenue |
|---|---|
| Sebring International Raceway, Inc. | 12.6 % |
| Gulf Coast Supply & Manufacturing | 12.6 |
| Total | 25.2 % |

## NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION

The following condensed financial information is presented to provide additional information on the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), and the U.S. Sport Aviation Institute, Inc. (Institute), blended component units of the Authority.

### Condensed Combining Statement of Net Position

| | Sebring Airport Authority | CRA | U.S. Sport Aviation Institute | Total |
|---|---|---|---|---|
| **ASSETS** | | | | |
| Current Assets | $ 3,634,339 | $ 1,537,203 | $ 20,455 | $ 5,191,997 |
| Net Capital Assets | 44,642,889 | - | - | 44,642,889 |
| Other Noncurrent Assets | 4,050,508 | - | - | 4,050,508 |
| Internal Activity | (26,085) | 26,085 | - | - |
| Total Assets | 52,301,651 | 1,563,288 | 20,455 | 53,885,394 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | |
| Pension Related Items | 481,203 | - | - | 481,203 |
| **LIABILITIES** | | | | |
| Current Liabilities | 935,092 | - | - | 935,092 |
| Noncurrent Liabilities | 4,431,646 | - | - | 4,431,646 |
| Total Liabilities | 5,366,738 | - | - | 5,366,738 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | |
| Lease Related Items | 5,000,660 | - | - | 5,000,660 |
| Pension Related Items | 53,498 | - | - | 53,498 |
| Total Deferred Inflows of Resources | 5,054,158 | - | - | 5,054,158 |
| **NET POSITION** | | | | |
| Net Investment in Capital Assets | 41,296,202 | - | - | 41,296,202 |
| Restricted | - | 1,563,288 | 20,455 | 1,583,743 |
| Unrestricted | 1,065,756 | - | - | 1,065,756 |
| Total Net Position | $ 42,361,958 | $ 1,563,288 | $ 20,455 | $ 43,945,701 |

## NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)

### Condensed Combining Statement of Revenues, Expense, and Changes in Net Position

| | Sebring Airport Authority | CRA | U.S. Sport Aviation Institute | Total |
|---|---|---|---|---|
| **OPERATING REVENUE** | | | | |
| Industrial Rentals | $ 2,210,519 | $ - | $ - | $ 2,210,519 |
| Test Track Rentals | 368,759 | - | - | 368,759 |
| Fixed Base Operations | 2,820,320 | - | - | 2,820,320 |
| Fire Protection Fees | 103,209 | - | - | 103,209 |
| CRA Incremental Tax Revenue | - | 390,155 | - | 390,155 |
| Miscellaneous Revenue | 238,676 | - | 7,500 | 246,176 |
| Total Operating Revenue | 5,741,483 | 390,155 | 7,500 | 6,139,138 |
| **OPERATING EXPENSES** | | | | |
| Personal Services | 1,297,887 | - | - | 1,297,887 |
| Contractual Services | 329,532 | - | - | 329,532 |
| Professional Services | 610,388 | 18,550 | - | 628,938 |
| General Operating | 3,277,820 | 1,818 | - | 3,279,638 |
| Total Operating Expenses | 5,515,627 | 20,368 | - | 5,535,995 |
| **OPERATING INCOME BEFORE DEPRECIATION** | 225,856 | 369,787 | 7,500 | 603,143 |
| Depreciation | (2,557,599) | - | - | (2,557,599) |
| **NET OPERATING INCOME (LOSS)** | (2,331,743) | 369,787 | 7,500 | (1,954,456) |
| **NONOPERATING REVENUE (EXPENSE)** | | | | |
| Interest Income | 498,713 | 4,155 | - | 502,868 |
| Operating Grants | 89,415 | - | - | 89,415 |
| Interest Expense | (168,827) | - | - | (168,827) |
| Miscellaneous Revenue | 26,257 | - | - | 26,257 |
| Loss on Sale of Capital Assets | (1,042) | - | - | (1,042) |
| Total Nonoperating Revenue (Expense) | 444,516 | 4,155 | - | 448,671 |
| **INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS** | (1,887,227) | 373,942 | 7,500 | (1,505,785) |
| Transfers In | 848,415 | - | - | 848,415 |
| Transfers Out | - | (848,415) | - | (848,415) |
| Capital Grants and Contributions | 1,876,142 | - | - | 1,876,142 |
| **CHANGE IN NET POSITION** | 837,330 | (474,473) | 7,500 | 370,357 |
| Net Position - Beginning of Year | 41,524,628 | 2,037,761 | 12,955 | 43,575,344 |
| **NET POSITION - END OF YEAR** | $ 42,361,958 | $ 1,563,288 | $ 20,455 | $ 43,945,701 |

## NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)

### Condensed Combining Statement of Cash Flows

| | Sebring Airport Authority | CRA | U.S. Sport Aviation Institute | Total |
|---|---|---|---|---|
| Net Cash Provided (Used) by Operating Activities | $ (1,780,816) | $ 342,797 | $ 7,500 | $ (1,430,519) |
| Net Cash Provided by Noncapital Financing Activities | 115,672 | - | - | 115,672 |
| Net Cash Provided (Used) by Capital and Related Financing Activities | 1,624,552 | (848,415) | - | 776,137 |
| Net Cash Provided by Investing Activities | 498,713 | 4,155 | - | 502,868 |
| **Net Increase (Decrease) in Cash and Cash Equivalents** | 458,121 | (501,463) | 7,500 | (35,842) |
| Cash and Cash Equivalents - Beginning of Year | 1,881,398 | 2,038,666 | 12,955 | 3,933,019 |
| **Cash and Cash Equivalents - End of Year** | $ 2,339,519 | $ 1,537,203 | $ 20,455 | $ 3,897,177 |

## NOTE 12 RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the Authority has engaged Public Risk Insurance Agency, a governmental insurance carrier, as its agent. This agency administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile crime, and worker compensation. The Authority is liable for deductibles on certain coverage. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

## NOTE 13 RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors is also a member of Heartland National Bank's Board of Directors. The Authority has debt held by Heartland National Bank in the amount of $1,790,577 as of September 30, 2022.

## NOTE 14 COMMITMENTS, CONTINGENCIES, AND SUBSEQUENT EVENTS

The Authority is party in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of legal counsel for the Authority, the resolution of these matters will not have a materially adverse effect on the financial condition of the Authority.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE**
**OF THE NET PENSION LIABILITY –**
**FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|
| Authority's Proportion of the Net Pension Liability | 0.002279024% | 0.001872208% | 0.001675476% | 0.001714629% | 0.001616574% | 0.001457265% | 0.001724597% | 0.001768396% |
| Authority's Proportionate Share of the Net Pension Liability | $ 847,980 | $ 141,424 | $ 726,176 | $ 590,494 | $ 486,920 | $ 431,049 | $ 435,462 | $ 228,412 |
| Authority's Covered Payroll | $ 767,053 | $ 591,616 | $ 429,551 | $ 472,524 | $ 419,435 | $ 367,444 | $ 346,048 | $ 350,588 |
| Authority's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll | 110.55 % | 23.90 % | 169.05 % | 124.97 % | 116.09 % | 117.31 % | 125.84 % | 65.15 % |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 82.89 % | 94.40 % | 78.85 % | 82.61 % | 84.26 % | 83.89 % | 84.88 % | 92.00 % |

*The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS –**
**FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|
| Contractually Required Contribution | $ 97,504 | $ 76,590 | $ 61,399 | $ 53,479 | $ 73,499 | $ 13,838 | $ 44,618 | $ 39,240 |
| Contributions in Relation to the Contractually Required Contribution | (97,504) | (76,590) | (61,399) | (53,479) | (73,499) | (13,838) | (44,618) | (39,240) |
| Contribution Deficiency (Excess) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Authority's Covered Payroll | $ 793,459 | $ 624,058 | $ 477,962 | $ 458,655 | $ 445,306 | $ 392,244 | $ 344,392 | $ 330,241 |
| Contributions as a Percentage of Covered Payroll | 12.29 % | 12.27 % | 12.85 % | 11.66 % | 16.51 % | 3.53 % | 12.96 % | 11.88 % |

*The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE**
**OF THE NET PENSION LIABILITY –**
**HEALTH INSURANCE SUBSIDY PLAN [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|
| Authority's Proportion of the Net Pension Liability | 0.002105054% | 0.001657490% | 0.001253851% | 0.001412823% | 0.001369415% | 0.001088064% | 0.001120965% | 0.001155592% |
| Authority's Proportionate Share of the Net Pension Liability | $ 222,959 | $ 203,316 | $ 153,093 | $ 158,082 | $ 144,941 | $ 116,341 | $ 130,643 | $ 117,852 |
| Authority's Covered Payroll | $ 767,053 | $ 591,616 | $ 429,551 | $ 472,524 | $ 419,435 | $ 367,444 | $ 346,048 | $ 350,588 |
| Authority's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll | 29.07 % | 34.37 % | 35.64 % | 33.45 % | 34.56 % | 31.66 % | 37.75 % | 33.62 % |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 4.81 % | 3.56 % | 3.00 % | 2.63 % | 2.15 % | 1.64 % | 0.97 % | 0.50 % |

*The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS –**
**HEALTH INSURANCE SUBSIDY PLAN [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|
| Contractually Required Contribution | $ 13,175 | $ 10,282 | $ 7,931 | $ 7,596 | $ 7,393 | $ 6,632 | $ 5,719 | $ 4,508 |
| Contributions in Relation to the Contractually Required Contribution | (13,175) | (10,282) | (7,931) | (7,596) | (7,393) | (6,632) | (5,719) | (4,508) |
| Contribution Deficiency (Excess) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Authority's Covered Payroll | $ 793,459 | $ 624,058 | $ 477,962 | $ 458,655 | $ 445,306 | $ 392,244 | $ 344,392 | $ 330,241 |
| Contributions as a Percentage of Covered Payroll | 1.66 % | 1.65 % | 1.66 % | 1.66 % | 1.66 % | 1.69 % | 1.66 % | 1.37 % |

*The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF CHANGES IN THE AUTHORITY'S**
**TOTAL OPEB LIABILITY AND RELATED RATIOS [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

| | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|
| Total OPEB Liability | | | | | |
| Service Cost | $ 5,947 | $ 5,900 | $ 3,641 | $ 2,778 | $ 3,814 |
| Interest | 655 | 568 | 685 | 504 | 1,288 |
| Changes of Benefit Terms | - | - | - | - | - |
| Difference Between Expected and Actual Experience | 23,659 | (3,104) | (2,739) | 2,429 | (25,286) |
| Changes of Assumptions | (3,580) | (18) | 570 | 416 | 190 |
| Benefit Payments | - | - | - | - | (4,548) |
| Net Change in Total OPEB Liability | 26,681 | 3,346 | 2,157 | 6,127 | (24,542) |
| Total OPEB Liability - Beginning | 21,002 | 17,656 | 15,499 | 9,372 | 33,914 |
| Total OPEB Liability - Ending | $ 47,683 | $ 21,002 | $ 17,656 | $ 15,499 | $ 9,372 |
| Covered Employee Payroll | $ 740,242 | $ 562,365 | $ 512,432 | $ 410,334 | $ 397,418 |
| Total OPEB Liability as a Percentage of the Covered Employee Payroll | 6.44 % | 3.73 % | 3.45 % | 3.78 % | 2.36 % |

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY**
**REQUIRED SUPPLEMENTARY INFORMATION**
**SCHEDULE OF CHANGES IN THE AUTHORITY'S**
**TOTAL OPEB LIABILITY AND RELATED RATIOS [1]**
**YEAR ENDED SEPTEMBER 30, 2022**

**Notes to Schedule**

Benefit changes:

There have been no substantive plan provision changes since the last full valuation.

Changes of assumptions:

For the measurement date September 30, 2022, the following were updated:

- Discount rate as of the measurement date was updated to 4.77%.
- Mortality table was updated from using improvement Scale MP-2020 to Scale MP-2021.
- Health care trend rates have been reset to an initial rate of 7.5%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2021.

For the measurement date September 30, 2021, the following were updated:

- Discount rate as of the measurement date was updated to 2.43%.

For the measurement date September 30, 2020, the following were updated:

- Discount rate as of the measurement date was updated to 2.41%.
- Mortality table was updated from SOA RPH-2017 Total Dataset Mortality Table fully generational using Scale MP-2017 to SOA PUB -201 General Headcount Weighted Mortality Table fully generational using Scale MP-2020.
- Turnover assumptions were updated to match the FRS actuarial valuation as of July 1, 2019.
- Health care trend rates have been reset to an initial rate of 8.0%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2019.

For the measurement date September 30, 2019, the following were updated:

- Discount rate as of the measurement date was updated to 3.58%.
- Actuarial cost method was updated from Projected Unit Credit with linear proration to decrement to Entry Age Normal Level Percentage of Salary.
- The salary assumption was updated from 3.0% per year to match that of the FRS actuarial valuation as of July 1, 2017.

## Community Redevelopment Agency

Following is a schedule of deposits and withdrawals as required by Section 163.387(8), Florida Statutes. This schedule provides a source for all deposits and a purpose for all withdrawals for the fiscal year ended September 30, 2022.

**SEBRING AIRPORT AUTHORITY**
**SCHEDULE OF REVENUES, EXPENSES,**
**AND CHANGES IN NET POSITION – CRA FUND**
**YEAR ENDED SEPTEMBER 30, 2022**

| | CRA |
|---|---|
| **REVENUES** | |
| CRA Incremental Tax Revenue | $ 390,155 |
| Interest Income | 4,155 |
| Total Revenues | 394,310 |
| **EXPENSES** | |
| Professional Services | 18,550 |
| General Operating and Project Assistance | 850,233 |
| Total Expenses | 868,783 |
| **NET CHANGE IN NET POSITION** | (474,473) |
| Net Position - Beginning of Year | 2,037,761 |
| **NET POSITION - END OF YEAR** | $ 1,563,288 |

# SEBRING AIRPORT AUTHORITY
# SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
# YEAR ENDED SEPTEMBER 30, 2022

| Grantor / Program Title | CSFA Number | Grant Identification Number | Passed Through to Subrecipients | Grant Expenditures |
|---|---|---|---|---|
| **STATE FINANCIAL ASSISTANCE** | | | | |
| **Florida Department of Transportation** | | | | |
| Aviation Grant Programs | 55.004 | G1J92 | $ - | $ 34,615 |
| Total Aviation Grant Programs | | | - | 34,615 |
| Intermodal Access Development Program | 55.014 | G1227 | - | 1,706,660 |
| Total Intermodal Access Development Program | | | - | 1,706,660 |
| Total Florida Department of Transportation | | | - | 1,741,275 |
| Total Expenditures of State Financial Assistance | | | $ - | $ 1,741,275 |

*See accompanying Notes to Schedule of Expenditures of State Financial Assistance.*

**SEBRING AIRPORT AUTHORITY**
**NOTES TO SCHEDULE OF EXPENDITURES OF**
**STATE FINANCIAL ASSISTANCE**
**YEAR ENDED SEPTEMBER 30, 2022**

## NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of State Financial Assistance presents the activity of all state financial assistance programs of Sebring Airport Authority (Authority). The information in this schedule is presented in accordance with the requirements of Chapter 10.550, Rules of the Auditor General. Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Authority.

## NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Schedule of Expenditures of State Financial Assistance is presented using the accrual basis of accounting which is described in Note 1 to the Authority's financial statements for the year ended September 30, 2022. The Authority has not elected to use the 10% de minimis indirect cost rate.

## NOTE 3 CONTINGENCIES

Grant monies received and disbursed by the Authority are for specific purposes and are subject to review by the grantor agencies. Such audits may result in request for reimbursement due to disallowed expenditures. Based upon prior experience, the Authority does not believe that such disallowances, if any, would have a material effect on the financial position of the Authority. As of March 21, 2023, there were no material questioned or disallowed costs as a result of grant audits in process or completed.

# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Sebring Airport Authority
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Sebring Airport Authority (Authority), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 21, 2023.

## Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

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# INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Board of Directors
Sebring Airport Authority
Sebring, Florida

## Report on Compliance for Each Major State Project

### *Opinion on Each Major State Project*

We have audited Sebring Airport Authority's (Authority) compliance with the types of compliance requirements identified as subject to audit in the Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the Authority's major state projects for the year ended September 30, 2022. The Authority's major state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state projects for the year ended September 30, 2022.

### *Basis for Opinion on Each Major State Project*

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits. Our responsibilities under those standards and Chapter 10.550, Rules of the Auditor General, are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state project. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

### *Responsibilities of Management for Compliance*

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's state projects.

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***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major state project as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Chapter 10.550, Rules of the Auditor General, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

**Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

**SEBRING AIRPORT AUTHORITY**
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**
**STATE PROJECTS**
**YEAR ENDED SEPTEMBER 30, 2022**

## *Section I – Summary of Auditors' Results*

### *Financial Statements*

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

### *State Financial Assistance*

1. Internal control over state projects:
   - Material weakness(es) identified? _____ yes _____x____ no
   - Significant deficiency(ies) identified? _____ yes _____x____ none reported
2. Type of auditors' report issued on compliance for state projects: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Chapter 10.557, Rules of the Auditor General? _____ yes _____x____ no

### *Identification of Major State Projects*

| **CSFA Number(s)** | **Name of State Project** |
|---|---|
| 55.014 | Intermodal Access Development Program |

Dollar threshold used to distinguish between Type A and Type B state projects: $ 174,127

## *Section II – Financial Statement Findings*

Our audit did not disclose and matters required to be reported in accordance with *Government Auditing Standards.*

## *Section III – Findings and Questioned Costs – Major State Projects*

Our audit did not disclose any matters required to be reported in accordance with Chapter 10.557, Rules of the Auditor General.

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# MANAGEMENT LETTER

Board of Directors
Sebring Airport Authority
Sebring, Florida

## Report on the Financial Statements

We have audited the financial statements of the Sebring Airport Authority (Authority), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 21, 2023.

## Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

## Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 21, 2023, should be considered in conjunction with this management letter.

## Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no recommendations made in the preceding financial audit report.

## Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity and each component unit is contained in Note 1 to the financial statements.

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**Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Special District Component Units**

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

**Special District Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Authority reported:

a. The total number of district employees compensated in the last pay period of the Authority's fiscal year as: 14.

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the Authority's fiscal year as 0.

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: $813,826.

d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $710.

e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:

    - Building 22 Reroof - $591,035
    - Haywood Taylor Blvd Resurfacing - $268,282

f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as: $1,877,078
   - Beginning Budgeted Expenses - $7,139,996 Final Budget Expenses $9,017,074

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

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# INDEPENDENT ACCOUNTANTS' REPORT

Sebring Airport Authority and the Florida Auditor General
Sebring, Florida

We have examined the Sebring Airport Authority's (Authority) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; during the year ended September 30, 2022.

This report is intended solely for the information and use of the Authority and the Auditor General, state of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

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# SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

## FINANCIAL STATEMENTS

## YEAR ENDED SEPTEMBER 30, 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

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**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
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# INDEPENDENT AUDITORS' REPORT

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

## Report on the Financial Statements

### *Opinions*

We have audited the accompanying financial statements of the governmental activities and the major fund of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA, as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 21, 2023, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
**MANAGEMENT'S DISCUSSION AND ANALYSIS**
**YEAR ENDED SEPTEMBER 30, 2022**

As management of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), we offer the readers of the CRA's basic financial statements this narrative overview and analysis of the financial activities of the CRA for the year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

**Financial Highlights**

- The assets of the CRA exceeded its liabilities as of September 30, 2022 by $1,563,288 (net position).
- The CRA's total assets as of September 30, 2022 were $1,563,288.
- The CRA's total revenue was $394,310, consisting primarily of CRA Incremental Tax Revenue.
- The CRA's total expenses came to $868,783. General operating expense came to $1,818 and professional services expense consisted of $18,550. Project assistance to Sebring Airport Authority was $848,415. The decrease in net position was $474,473.

**Overview of Financial Statements**

The CRA's government-wide financial statements include the following:

- Statement of Net Position — reports the CRA's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Activities — reports the results of activity over the course of the fiscal year. It details the costs associated with operating the CRA and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the CRA's net position, which can be thought of as the difference between what the CRA owns (assets) and what the CRA owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the CRA.

Over time, significant changes in the CRA's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any CRA, the reader must also consider other nonfinancial factors such as fluctuations in the local economy, fluctuations in fuel prices, and the physical condition of the CRA's capital assets.

## Net Position

The difference between an organization's assets and deferred outflows of resources and its liabilities and deferred inflows of resources equals its net position. The CRA's net position is classified as follows:

Net investment in capital assets — Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.

Restricted - Net position that can only be spent for specific purposes because of constraints imposed by external sources (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Unrestricted — Net position that is not invested in capital assets or subject to restrictions.

## Condensed Financial Information

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position:

| | 2022 | 2021 |
|---|---|---|
| **ASSETS** | | |
| Current Assets | $ 1,563,288 | $ 2,038,666 |
| **LIABILITIES** | | |
| Accounts Payable | - | 905 |
| **NET POSITION** | | |
| Restricted | 1,563,288 | 2,037,761 |
| Total Net Position | $ 1,563,288 | $ 2,037,761 |

Assets decreased $475,378 from the prior year, while liabilities decreased by $905 from the prior year. There was a decrease in net position of $474,473 due to assistance provided to Sebring Airport Authority for large projects that began during the current year.

## Condensed Financial Information (Continued)

Revenues, Expenses, and Changes in Net Position

| | 2022 | 2021 |
|---|---|---|
| **GENERAL REVENUE** | | |
| Incremental Tax Revenue | $ 390,155 | $ 395,536 |
| Interest Income, Net | 4,155 | 2,925 |
| Total General Revenue | 394,310 | 398,461 |
| **EXPENSES** | | |
| Professional Services | 18,550 | 13,241 |
| General Operating Expenses | 1,818 | 1,754 |
| Sebring Airport Authority Project Assistance | 848,415 | 146,054 |
| Total Expenses | 868,783 | 161,049 |
| **CHANGE IN NET POSITION** | (474,473) | 237,412 |
| Net Position - Beginning of Year | 2,037,761 | 1,800,349 |
| **NET POSITION - END OF YEAR** | $ 1,563,288 | $ 2,037,761 |

Total expenses increased by $707,734. The increase was due largely to increases in project assistance provided to Sebring Airport Authority.

In fiscal year 2022, total general revenue was $394,310, while total expenses were $868,783. This resulted in a decrease in net position of $474,473.

## Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The CRA is accounted for as a governmental fund.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. In the current year, there are no reconciling items to account for between the governmental and fund level activity.

The CRA adopts an annual appropriated budget. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with the budget. The schedule shows the original adopted budget, the final budget, actual results, and the positive or negative variance between the final budget and actual results. After the original budget is approved, it may be amended for various reasons such as unanticipated revenues, unforeseen expenditures, or new grant awards. Actual expenditures were $1.56 million less than final budget due to project expenditures that were budgeted but not completed during the current fiscal year.

The governmental fund financial statements can be found on pages 8 - 9 of this report.

**Economic Factors and Next Year's Budgets and Rates**

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is reported as a blended component unit of Sebring Airport Authority. Its Annual Budget for fiscal year 2023 was approved by Resolution 22-02 on September 22, 2022. The detailed budgets are available for review upon request.

**Requests for Information**

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed as follows:

Colleen Plonsky
Director of Finance
Sebring Airport CRA
128 CRA Lane
Sebring, FL 33870

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
**GOVERNMENTAL FUND BALANCE SHEET AND STATEMENT OF NET POSITION**
**SEPTEMBER 30, 2022**

| | General Fund | Adjustments | Statement of Net Position |
|---|---|---|---|
| **ASSETS** | | | |
| Cash and Cash Equivalents | $ 1,537,203 | $ - | $ 1,537,203 |
| Due from Other Government | 26,085 | - | 26,085 |
| Total Assets | $ 1,563,288 | $ - | $ 1,563,288 |
| **FUND BALANCE/NET POSITION** | | | |
| Fund Balance: | | | |
| Restricted for Community Redevelopment | 1,563,288 | (1,563,288) | - |
| Total Fund Balance | 1,563,288 | (1,563,288) | - |
| Total Liabilities and Fund Balance | $ 1,563,288 | | |
| Net Position: | | | |
| Restricted for Community Redevelopment | | 1,563,288 | 1,563,288 |
| Total Net Position | | $ 1,563,288 | $ 1,563,288 |

*See accompanying Notes to Financial Statements.*

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
**GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE AND STATEMENT OF ACTIVITIES**
**YEAR ENDED SEPTEMBER 30, 2022**

| | General Fund | Adjustments | Statement of Activities |
|---|---|---|---|
| **EXPENDITURES/EXPENSES** | | | |
| Professional Services | $ 18,550 | $ - | $ 18,550 |
| General Operating | 1,818 | - | 1,818 |
| Sebring Airport Authority Project Assistance | 848,415 | - | 848,415 |
| Total Expenditures/Expenses | 868,783 | - | 868,783 |
| **GENERAL REVENUES** | | | |
| Incremental Tax Revenue | 390,155 | - | 390,155 |
| Interest Income | 4,155 | - | 4,155 |
| Total General Revenues | 394,310 | - | 394,310 |
| **DEFICIENCY OF REVENUES UNDER EXPENDITURES** | (474,473) | - | (474,473) |
| **FUND BALANCE/NET POSITION** | | | |
| Beginning of Year | 2,037,761 | - | 2,037,761 |
| **END OF YEAR** | $ 1,563,288 | $ - | $ 1,563,288 |

*See accompanying Notes to Financial Statements.*

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Reporting Entity

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) was established by County ordinance on December 17, 1996 to grow and develop the boundaries of Sebring Regional Airport. Its mission is to eliminate blight and promote the redevelopment of the property within the CRA district. It achieves these goals through public-private partnerships and improvement of the public infrastructure. The CRA is governed by a board of seven members.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units and present only the financial position of the CRA, a component unit of the Sebring Airport Authority (Authority), and not the Authority as a whole.

As defined by accounting principles generally accepted in the United States of America established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as all component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Based on the application of these criteria, the CRA has determined there are no component units.

### Basis of Presentation

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues, or expenditures/expenses of either fund category and (or) the governmental and enterprise combined) for the determination of major funds. The CRA has used GASB Statement No. 34 minimum criteria for major fund determination.

The accounts of the CRA are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Currently, the CRA has only one fund, the General Fund. The General Fund is the general operating fund of the CRA. It is used to account for all financial resources and expenditures.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., statement of net position and the statement of activities) report information on all activities of the CRA. The CRA reports only governmental activities; it does not have any business-type activities. Governmental activities are supported largely by tax increment funding.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues consist of grants and contributions that are restricted to meeting operational or capital requirements of a particular function. Payments received from taxes, insurance proceeds and other items not properly included as program revenues are reported as general revenues.

Separate financial information is provided for the governmental fund.

### Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

### Budgets and Budgetary Data

The following are the procedures in establishing the budget:

The CRA's executive director prepares the annual fiscal operating budget. The proposed budget is then presented to the CRA's board of directors for changes and final approval. Once adopted, the budget serves as legal authorization for expenditures.

Formal budgetary integration is employed as a management control device during the year for all governmental fund types. Budgets for the general fund are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP). All appropriations lapse at the close of the fiscal year.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Fund Balance

The classifications of fund balances are described as follows:

**Nonspendable Fund Balance –** Amounts that cannot be spent because they are either not in spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained intact.

**Restricted Fund Balance –** Amounts that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

**Committed Fund Balance –** Amounts that can be spent only for specific purposes determined by a formal action of the CRA's highest level of decision-making authority. The CRA has not established a policy regarding authorization to commit fund balance.

**Assigned Fund Balance –** Amounts the CRA intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed. This intent can be expressed by the CRA's board or by the CRA's board delegating this responsibility to the CRA executive director through the budgeting process. The CRA has not established a formal policy regarding authorization to assign fund balance amounts for a specific purpose.

**Unassigned Fund Balance –** Amounts that are available for any purpose; these amounts can be reported only in the CRA's general fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the CRA considers restricted to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

### Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## NOTE 2 DEPOSITS AND INVESTMENTS

Cash and cash equivalents as of September 30, 2022 consisted of:

| | | |
|---|---|---|
| Demand Deposits | $ | 1,527,063 |
| Local Government Surplus Trust Funds | | 10,140 |
| Total | $ | 1,537,203 |

Custodial Credit Risk is the risk that in the event of a bank failure the government's deposits may not be returned to it. Bank balances of the CRA's deposits at September 30, 2022 were $1,527,063. The CRA's monies must be deposited in banks designated as qualified public depositories by the chief financial officer, Florida Department of Financial Services. Therefore, the CRA's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the chief financial officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the CRA has no policy on custodial credit risk.

Collateral is provided for demand deposits through the Florida Security for Public Deposits Act. This law establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under this law, the qualified public depository must pledge at least 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance.

Additional collateral, up to a maximum of 150%, may be required if deemed necessary under the conditions set forth in this law. Eligible collateral consists of obligations of the United States and its agencies and obligations of states and their local political subdivisions and unaffiliated corporations.

Obligations pledged to secure deposits must be delivered to the Department of Financial Services or, with the approval of the chief financial officer, to a bank, savings association or trust company provided a power of attorney is delivered to the chief financial officer. On a monthly basis, the chief financial officer determines that the collateral has a market value adequate to cover the deposits under the provisions of this law.

The CRA invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

## NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Throughout the year and as of September 30, 2022, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month LIBOR rates. These investments represented 34.7% of Florida PRIME's portfolio at September 30, 2022.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2022 was 21 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2022 was 72 days.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's.

On September 30, 2022, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days."

## NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2022, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

## NOTE 3 RISK MANAGEMENT

The CRA is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the CRA has engaged Public Risk Insurance Advisors, a governmental insurance carrier, as its agent. This agency administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile crime, and worker compensation. The CRA is liable for deductibles on certain coverage. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

## NOTE 4 RELATED PARTY TRANSACTIONS

The members of the CRA board are also members of the board of the Authority. Transactions between the CRA and the Authority for the year ending September 30, 2022 include $848,415 of project assistance.

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
**BUDGETARY COMPARISON SCHEDULE – GENERAL FUND**
**YEAR ENDED SEPTEMBER 30, 2022**

| | Budget | | | Variance - Positive |
|---|---|---|---|---|
| | Original | Final | Actual | (Negative) |
| **REVENUES** | | | | |
| Incremental Tax Revenue | $ 390,155 | $ 390,155 | $ 390,155 | $ - |
| Interest Income | 5,000 | 5,000 | 4,155 | (845) |
| Total Revenues | 395,155 | 395,155 | 394,310 | (845) |
| **EXPENDITURES** | | | | |
| Professional Services | 35,000 | 35,000 | 18,550 | 16,450 |
| General Operating | 2,580 | 2,280 | 1,818 | 462 |
| Sebring Airport Authority Project Assistance | 2,389,276 | 2,395,636 | 848,415 | 1,547,221 |
| Total Expenditures | 2,426,856 | 2,432,916 | 868,783 | 1,564,133 |
| **NET CHANGE IN FUND BALANCE** | (2,031,701) | (2,037,761) | (474,473) | 1,563,288 |
| Fund Balance - Beginning of Year | 2,031,701 | 2,037,761 | 2,037,761 | - |
| **FUND BALANCE - END OF YEAR** | $ - | $ - | $ 1,563,288 | $ 1,563,288 |

*See accompanying Note to Budgetary Comparison Schedule – General Fund.*

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK**
**COMMUNITY REDEVELOPMENT AGENCY**
**NOTE TO BUDGETARY COMPARISON SCHEDULE – GENERAL FUND**
**SEPTEMBER 30, 2022**

## NOTE 1 BUDGETARY INFORMATION

Budgets are prepared and adopted annually for the general fund in accordance with procedures and time intervals prescribed by Florida Statutes. Accordingly, the board adopted an annual budget for the general fund for the fiscal year ended September 20, 2022.

The annual budget serves as the legal authorization for expenditures. Expenditures cannot legally exceed the total amount budgeted for each account. All budget amendments, which change the legally adopted appropriations, are approved by the board, and may be amended at any CRA meeting prior to 60 days after the fiscal year-end. The level of control for appropriations is exercised at the account level. Appropriations lapse at year-end. Budgets are prepared using the same modified accrual basis as is used to account for actual transactions.

# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated March 21, 2023.

## *Report on Internal Control Over Financial Reporting*

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

CliftonLarsonAllen LLP
CLAconnect.com

# MANAGEMENT LETTER

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

## Report on the Financial Statements

We have audited the financial statements of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 21, 2023.

## Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

## Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 21, 2023, should be considered in conjunction with this management letter.

## Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no recommendations made in the preceding financial audit report.

## Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity is contained in Note 1 to the financial statements.

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**Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Special District Component Units**

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. The CRA contains no component units.

**Special District Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CRA reported:

a. There were no district employees compensated in the last pay period of the District's fiscal year.

b. There were no independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year.

c. There was no compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency.

d. There was no compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency.

e. Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:

- $116,600 – Agreement with Sebring Airport Authority for Haywood Taylor Boulevard resurfacing.
- $530,000 – Agreement with Sebring Airport Authority for Building 22 roof.

f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, is included in the Budgetary Comparison Schedule – General Fund in the accompanying financial statements.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the CRA's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

Sebring, Florida
March 21, 2023

CliftonLarsonAllen LLP
CLAconnect.com

# INDEPENDENT ACCOUNTANTS' REPORT

Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
and the Florida Auditor General
Sebring, Florida

We have examined the Sebring Regional Airport and Industrial Park Community Redevelopment Agency's (CRA) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies, during the year ended September 30, 2022. Management of the CRA is responsible for the CRA's compliance with the specified requirements. Our responsibility is to express an opinion on the CRA's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies; during the year ended September 30, 2022.

This report is intended solely for the information and use of the CRA and the Auditor General, state of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

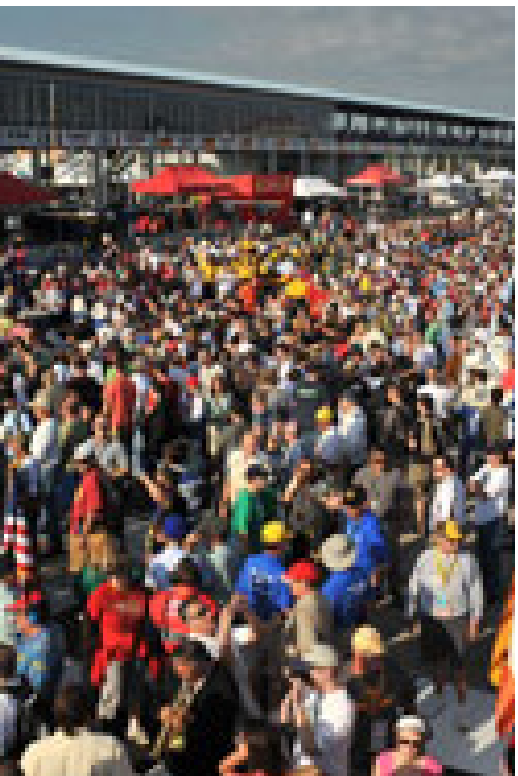
Sebring, Florida
March 21, 2023

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SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK

COMMUNITY REDEVELOPMENT AGENCY

# Annual Report FY 2021 - 2022



# MESSAGE FROM THE EXECUTIVE DIRECTOR

March 31, 2023

On behalf of the Sebring Regional Airport and Industrial Park CRA, I am pleased to provide the CRA's annual report for FY 2021/2022, which ended on September 30, 2022.

The global COVID-I 9 pandemic continues to impact our lives and businesses. As was the case last year, am pleased to share that our operations continue without interruption. The Sebring Regional Airport (SRA), our tenant partners, and CRA continue to work together on mutually beneficial projects.

During this last year we were able to advance several key projects in partnership with the SRA to improve our infrastructure and operations. The projects are outlined as follows:

- Completing engineering, design, and pre-construction permitting for Taxiway A-4. Project is now in under construction.
- Haywood Taylor Boulevard reconstruction is underway.
- Building 22 (home to Aeromed, Lockwood and Tecnam) roof replacement and structural upgrades to mitigate future storm damage.
- Airside Center HVAC upgrades and relocation.
- Design, engineering and permitting for full depth replacement of Webster Turn.
- We are also excited at some of the non-infrastructure projects including the continued partnership with HEAT Academy (the Highlands Engineering and Aviation Technology Academy) where the CRA is supporting career education and training to area students. We are also continuing to pre-plan for both manned and unmanned air mobility opportunities.

In addition to the projects underway with the CRA and SRA, our tenant ADS has completed a $14,000,000 project that included adding a new production line, rail storage and new parking lot.

In 2021 we also initiated a Redevelopment Plan Update (adopted March 2022) that was developed to work in collaboration with our 2020 Airport Master Plan Update. With our course clearly charted, we look forward to more great things in the upcoming year!

Mike Willingham
Executive Director

# SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

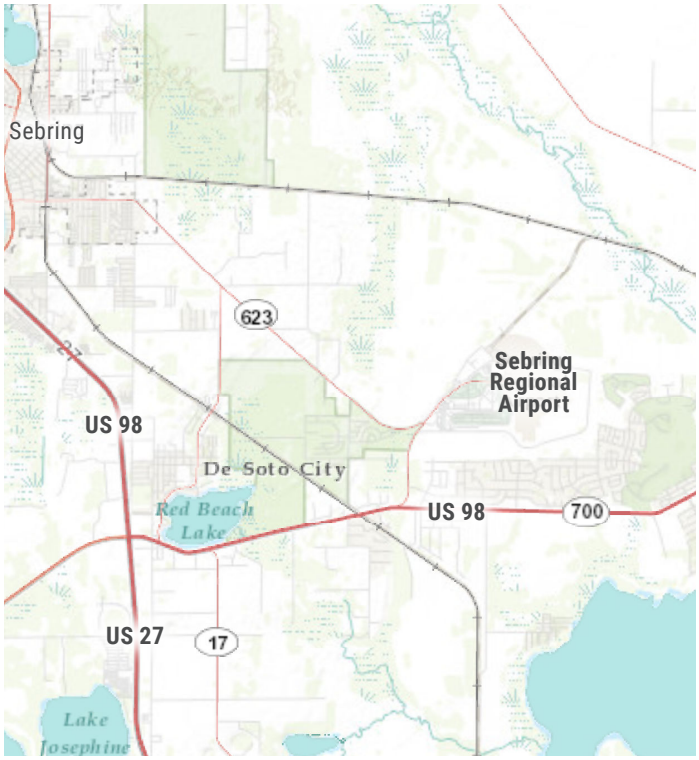
## LOCATION

The Sebring Regional Airport (SRA) is approximately six miles southeast of the City of Sebring, and five miles northeast of the intersection of US 98 and US 27, in Highlands County, Florida. US 98 provides access from West Palm Beach to the east, and to Dade City to north.  US 27 provides access from Miami to the south, and to Leesburg, north of the greater Orlando area.

Located in the north central portion of the six county Heartland Region of the State, the airport is generally equidistant between Sarasota on Florida's west coast and Fort Pierce on Florida's east coast. It is roughly 45 miles northwest of Lake Okeechobee and 90 miles south of Orlando.




**REGIONAL MAP**




**AREA MAP**

# ABOUT THE CRA

## ABOUT

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (SRA CRA) was established in 1996 by the Highlands County Board of County Commissioners to support redevelopment of the airport, eliminate existing blight, and improve economic development on the approximately 2,149 acre site.

The first Community Redevelopment Plan (Plan) was completed in November 1996 and was subsequently updated in September 2012, November 2015, and most recently in March 2022.

Since establishment, the CRA has worked to provide a necessary funding mechanism to support the needs and demand at the airport and industrial park. The CRA has also worked to support major events that have generated substantial tourism related spending and private investment. Today, the SRA and its overall operations are a major economic engine in Highlands County generating an estimated $41 million in annual economic activity based on a Florida Statewide Aviation Economic Impact Study completed by FDOT in 2014.

As of FY 2021 / 2022, the CRA generated approximately $390,155 in tax increment revenue. It is anticipated this will increase in upcoming years with additional public and private investment planned within the Area.

**REDEVELOPMENT GOALS:**

- Continued Growth of the Airport and related aviation improvements;
- Continued expansion of the Industrial Park as a competitive master planned facility with an aggressive capital improvement program;
- Improvements to the Sebring International Raceway to maintain and expand as a critical revenue source for the CRA's operations.

The CRA is continuing to meet its goals of rehabilitation and redevelopment of the property to meet the growing demand of airport operations and continue to increase the economic growth of Highlands County.

# BOARD & ADMINISTRATION

## BOARD 2021-2022

Pete McDevitt - Chairman
Carl Cool - Vice Chairman
Mark Andrews - Secretary
Sidney Valentine - Asst Secretary
Craig Johnson - Board Member
Terrill Morris - Board Member
Stanley Wells - Board Member

## BOARD 2022-2023

Carl Cool - Chairman
Mark Andrews - Vice Chairman
Stanley Wells - Asst Secretary
Brent Ferns, Sr. -Board Member
Terrill Morris - Board Member
Pete McDevitt - Board Member
Craig Johnson - Board Member

## ADMINISTRATION

Mike Willingham - Executive Director
Colleen Plonsky - Director of Finance
Beverly Glarner - Executive Assistant

# 2021 -2022 HIGHLIGHTS

## SNAPSHOT

- Working together with SRA and out Tenant partners there are significant infrastructure projects underway within the CRA..
- 100% of Tax Increment Revenue generated is directed to CRA Projects. The SRA funds all administrative and overhead costs associated with operating the CRA.
- The CRA & SRA continue developing the HEAT Academy (Highlands Engineering and Aviation Technology Academy) in partnership with Lockwood Aviation, Embry Riddle Aeronautical University, and Highlands County School Board to provide career education and training to area students.
- During FY2021 / 2022 four significant projects were initiated as allowed for in the adopted Plan to further redevelopment of the CRA and airport which the CRA will contribute to:
    - Building 22 roof replacement and structural upgrades to mitigate for storm damage. Approximate cost $600,000.
    - Haywood Taylor has advanced from design and procurement to the construction phase with completion in 2023. Approximate cost $1,500,000.
    - Webster Turn design development and improvements have advanced to 100% plan set. Construction procurement is the next step. Approximate cost $1,500,000.
    - Airside Center AC Modernization Project. Approximate cost: $163,000.
- The SRA adopted the Airport Master Plan Update to guide future airport investment and operations.
- The CRA completed a Redevelopment Plan Update that will support implementation of the Airport Master Plan and assist in maximizing leveraging of grant funds for infrastructure investment.

# AIRPORT HISTORY

The airport dates back to World War II when representatives of the City of Sebring successfully lobbied the U.S. Government for war-related activity in the area to both support the war effort and to generate economic activity. In 1940, the City purchased more than 9,000 acres and leased it to the Secretary of War which developed the property into a Pilot Training and Combat Crew Training School. Renamed Hendricks Field in 1942, the base expanded multiple times in the early years.

By 1946 and with the war over, the air base property was declared surplus by the U.S. Government and the lease was surrendered to the City of Sebring. Subsequently, the City received a temporary permit to operate Hendricks Field as a civilian airport and an Airport Committee of the City Council was appointed. Shortly thereafter, the first commercial flights from the field began.

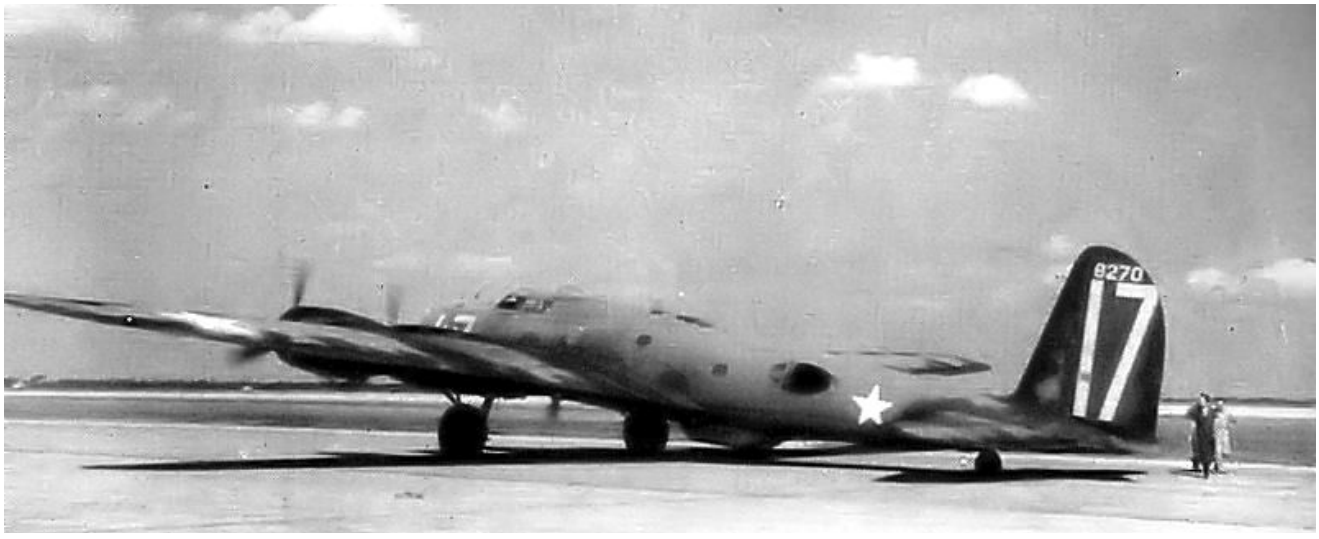
In 1947, the City took over management of the airport and the name was changed to Sebring Air Terminal. That same year the City sold most of the airport land initially purchased. The remaining land established the general airport boundary as it remains today.

In December 1950, the first sports car endurance race was held at the airport. Since 1952, the 12 Hours of Sebring Grand Prix of Endurance, now known as the Mobil 1 Twelve Hours of Sebring presented by Advance Auto Parts, has been held every year with the exception of 1974 when the race was canceled due to the ongoing energy crisis and is a major international race with significant economic impact in Highlands County. In 1959, the racetrack also hosted the first Formula One United States Grand Prix. Later, changes to the track allowed for simultaneous use of it and the runways without interfering with airport operations.

In 1958, the City Council established an Airport Advisory Committee to provide recommendations to the City relative to the operation, management, and control of the Sebring Air Terminal. Then in 1967, the City turned over the deed of the airport to the Sebring Airport Authority which had been formed by the State Legislature.

The Airport Authority established a Commerce Park in the 1970's and the airport name was again changed to the Sebring Regional Airport and Industrial Park. Additional improvements have continued under the Airport Authority management.

In 1996, the Highlands County Board of County Commissioners created the Community Redevelopment Agency (CRA) and the Sebring Regional Airport & Industrial Park was established to support redevelopment initiatives and economic development.




Historic Photograph

# 2021 - 2022 PROJECTS

| PROJECTS | DESCRIPTION |
|---|---|
| **BUILDING 22** | Roof replacement and structural upgrades to mitigate for storm damage completed. Total approximate cost: $600,000. |
| **HAYWOOD TAYLOR** | With engineering, design, and bidding phase for resurfacing and construction phase II for Haywood Taylor Boulevard complete, this project is currently underway. Total approximate cost: $1,500,000. |
| **WEBSTER TURN DRIVE** | Design development and improvements have advanced to 100% plan set. Construction procurement is the next step. Approximate cost $1,500,000. |
| **AIRSIDE CENTER** | HVAC upgrades and relocation. Total approximate cost: $163,000. |
| **HEAT ACADEMY** | The CRA is supporting career education and training to area students enrolled in the Highlands Engineering and Aviation Academy (HEAT). The CRA is also pre-planning for both manned and unmanned air mobility opportunities. |

**Activities at the CRA / SRA:**



Airport Hangars




Expo Outdoor Exhibits

# COMMUNITY REDEVELOPMENT AREA



Established in 1996 by the Highlands County Board of County Commissioners, the Sebring Regional Airport and Industrial Park Community Redevelopment Agency has been a valuable and successful tool in infrastructure investment and economic development at the airport and in Highlands County.

The CRA encompasses the entire airport property and is 2,149 acres. It is believed to be the only airport property that is also its own redevelopment agency or similar special district.




Warbirds for County Flyover



Race Day

# FLORIDA SPECIAL TAXING DISTRICTS ACCOUNTABILITY PROGRAM METRICS

| | |
|---|---|
| **Registered Agent:** | Mike Willingham, Executive Director |
| **Mailing Address:** | 128 Authority Lane, Sebring, FL |
| **Office Address:** | 128 Authority Lane, Sebring, FL |
| **Telephone:** | 863.314.1300 |
| **Fax:** | 863.655.6444 |
| **Email:** | mike@sebring-airport.com |
| **Website:** | www.sebringregionalairportcommunityredevelopmentagency.com |
| **County:** | Highlands |
| **Local Governing Authority:** | Highlands County Board of County Commissioners |
| **Date Established:** | November, 1996 |
| **Creation Documents:** | Highlands County Ordinance 96-26 |
| **Board Selection:** | Appointed by the Highlands County Board of County Commission |
| **Revenue:** | Tax Increment Financing |
| **Most Recent Update** | March 2022 |
| **Total # of Activities Started:** | Four |
| **Total # of Activities Completed:** | One |
| **Base Year Taxable Value:** | $8,555,707 |
| **Taxable Value - Sept. 30, 2022:** | $53,898,352 |
| **Tax Increment Value - Sept. 30, 2022:** | $45,342,645 |
| **Tax Increment Generated - 2021/2022:** | $390,155 *(October 1, 2021 - September 30, 2022)* |
| **Actual Tax Increment Expended:** | $868,783 *(The CRA had carried funds forward from FY2020/2021 in anticipation of capital projects for FY2021/2022)* |
| **Trust Fund Balance Carried Forward:** | $1,563,288 *(These funds are allocated for capital projects in FY2022/2023)* |

# CONDENSED FINANCIAL SUMMARY

**CRA Condensed Financial Information**
Revenues, Expenses, and Changes in Net Position

| **General Revenue** | **2022** | **2021** |
|---|---|---|
| Incremental Tax Revenue | $ 390,155 | $ 395,536 |
| Interest Income, Net | 4,155 | 2,925 |
| Total General Revenue | 394,310 | 398,461 |
| **Expenses** | | |
| Professional Services | 18,550 | 13,241 |
| General Operating Expenses | 1,818 | 1,754 |
| Sebring Airport Authority Project Assistance | 848,415 | 146,054 |
| Total Expenses | 868,783 | 161,049 |
| **Change in Net Position** | (474,473) | 237,412 |
| Net Position - Beginning of Year | 2,037,761 | 1,800,349 |
| **Net Position - End of Year** | $ 1,563,288 | $ 2,037,761 |

Total expenses in FY 2022 increased by $707,734. The increase was due largely to increases in project assistance provided to the Sebring Airport Authority.

In FY 2022, total general revenue was $394,310, while total expenditures were $868,783. This resulted in a decrease in net position of $474,473. The decrease in net position was anticipated in FY 2021 as the CRA carried funds forward for project assistance to the Sebring Airport Authority as identified in the Plan.

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK

# COMMUNITY REDEVELOPMENT AGENCY

## Annual Report
## FY 2021 / 2022

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Tanya Cannady, Business Services Director**

**SUBJECT/TITLE:** **Request acceptance of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) First Amendment #CRA C23-01 to the FY 2022/2023 Budget and Resolution 23-01 Amending CRA Resolution 22-01**

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## STATEMENT OF ISSUE

The Board of County Commissioners of Highlands County, Florida created a redevelopment trust fund for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) per Section 163.387, Florida Statutes.

As a result of certain delays and exigencies in the coordination and scheduling of certain projects approved under the Community Redevelopment Plan Update, the CRA needs to reallocate funds within the FY 2022/2023 budget.

## RECOMMENDED ACTION

**Move to accept the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) First Amendment #CRA C23-01 to the FY 2022/2023 Budget and Resolution 23-01 Amending CRA Resolution 22-01.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Res CRA 23-01 Approving BA C23-01.pdf

**RESOLUTION CRA 23-01**

**A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY TO APPROVE AMENDMENT C23-01 TO THE 2022-2023 CRA BUDGET.**

**WHEREAS**, The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is required to have an operating budget; and

**WHEREAS**, said budget is to be used as a tool to project revenues, expenses, and reserves; and

**WHEREAS,** said budget is to be used as a control of costs and expenditures; and

**WHEREAS,** said budget can be amended from time to time by action of the CRA Board of Commissioners;

**NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

**SECTION 1.** The CRA hereby approves the 2022-2023 Budget Amendment C23-01 presented.

**SECTION 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 20th day of April 2023 **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

By: _____
Mike Willingham, Ex. Director

**SEBRING REGIONAL AIRPORT AND COMMUNITY REDEVELOPMENT AGENCY**
**BUDGET AMENDMENT # CRA C23-01**
**EFFECTIVE ACCOUNTING PERIOD: February 2023**

4/20/2023

SUBMITTED BY: Colleen Plonsky
SIGNATURE: Colleen Plonsky

| CENTER | ACCOUNT | ACCOUNT NAME | ORIGINAL BUDGET | INCREASE | DECREASE | REVISED BUDGET | Reason: |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| REVENUE | | | | | | | |
| | 389-000-CRA | FUND BALANCE BROUGHT FORWARD | $ 1,637,016.00 | $ - | $ 73,728.00 | $ 1,563,288.00 | FUND BALANCE PER 2022 AUDIT |
| | 361-190-CRA | INTEREST INCOME-CRA | $ 6,000.00 | $ 9,000.00 | | $ 15,000.00 | BUDGET UNDERSTATED |
| | | | | | | | |
| COST CENTER (expenses) | | | | | | | |
| | 542-304-CRA | FUTURE CAPITAL PROJECT: AIRFIELD DRAINAGE | $ 393,084.00 | $ - | $ 64,728.00 | $ 328,806.00 | BUDGET ADJUSTMENT |
| | | | $ - | $ - | $ - | $ - | |
| | | | $ - | $ - | $ - | $ - | 0 |
| | | | $ - | | $ - | $ - | 0 |
| | | | | | | | |
| | | Total Increase/(Decrease) | $ - | $ 64,728.00 | $ 64,728.00 | $ - | |
| | | | | | | | |
| | | | | Revenue Inc(Dec) | Expense Inc(Dec) | | |
| | | **Budgeted Operating Reserve** | **$ -** | **$ (64,728.00)** | **$ 64,728.00** | | |

REQUEST #: CRA C23-01

TRANSFER TYPE:
- ☐ ITEM TO ITEM
- ☐ OPERATING RESERVE
- ☐ BY RESOLUTION # CRA 23-01

BOARD APPROVAL:

Executive Director

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **E. Laney Stearns, Public Safety Director**

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-89 for Budget Amendment 22-23-073 to allocate the EMS based CP/MIH Program funds for FY 22/23.**

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## STATEMENT OF ISSUE

Funding has been received from the Florida Department of Health for HCFR Emergency Medical Services to begin a Community Paramedicine Program in Highlands County. The funding will be used for Education, Training and operating supplies and is a non-matching grant.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-89 for Budget Amendment 22-23-073 to allocate the EMS based CP/MIH Program funds for FY 22/23.**

## FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General Fund) and the overall budget in the amount of $50,000. This budget amendment is moving the funds into Project 22056 (EMS based CP/MIH Program) and appropriating the funds in Cost Center 5105 (Emergency Medical Services).

Attachments: 22-23-073 EMS based CP-MIH.pdf
22-23-073 Project 22056 EMS Based CP-MIH.pdf
Project 22056 EMS Based CP-MIH Program.pdf

REVIEWED
O.M.B DEPARTMENT
April 6, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **04.03.23** SUBMITTED BY: **R. Taylor**

FUND(S): **005** FUND TITLE(S): **General Fund** COST CENTER(S) #: **5105**

PROJECT(S) #: **22056** PROJECT TITLE(S): COST CENTER TITLE(S): **Emergency Services**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| R | 005 | | 3342170Z | EMS based CP/MIH Program | 22056 | 0.00 | 50,000.00 | | 50,000.00 |
| E | 005 | 5105 | 55200Z | Project Operating Supplies | 22056 | 0.00 | 10,000.00 | | 10,000.00 |
| E | 005 | 5105 | 55403Z | Project Education & Training | 22056 | 0.00 | 40,000.00 | | 40,000.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |
| | | | | | | | | | 0.00 |

REASON: **To set up the new FY22-23 EMS based CP/MIH Program and allocate the funds for approved expenses.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-073**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

**TRANSFER TYPE:**

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

Posted by Clerk: _____

**Form Revised 08/05/2020**

**RESOLUTION NO. 22-23-89**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-073 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 22-23-073 is hereby approved and authorized to appropriate funding in the amount of $50,000.00 for Project #22056. EMS based CP/MIH program 22-23.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of April, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

# Highlands County
# Grant/Project Control Record

***INSTRUCTIONS:***

(1) Submit the form to the Office of Management and Budget (OMB), **Sections 1** and **2 MUST** be completely filled out . **Please do not leave anything blank, if it does not apply to your situation use the N/A abbreviation.**
(2) OMB will assign the Grant/Project number.
(3) After OMB processes the form, it will be sent to the Clerk's Accounting Division to be entered into the system.
(4) The Clerk's Accounting Division will make copies of the form after posting the information to the system. Copies will then be sent to the department requesting the Grant/Project number, OMB, and Purchasing.
(5) This file will be made available in a read only format in Excel under O:\Budget\Budget Forms\Blank Grant-Proj Control Record Form - Revised 03-09-2011.xls.
(6) Force Account Construction indicates that Highlands County employees will be used in the construction process and that the project will be recorded as an asset in the accounting records.

*SECTION 1 - DEPARTMENT*

Advanced Funding: ☑ YES ☐ NO CFS: ☐ YES ☑ NO

Highlands County Grant/Project Number: **22056** Reimbursement Type Funding: ☐ YES ☑ NO Grant: ☐ YES ☑ NO

Add(AD)/Change(CH)/Delete(DL): **AD** Force Account Construction: ☐ YES ☑ NO

Grant / Project Title: **EMS based CP/MIH Program**

Description: **To help train personnel and purchase items needed for the Paramedicine Program**

Grantor / Contributing Agency: **Florida Department of Health** Grant ID#:

Grant / Project Period: Begin: **4/3/2023** End: **4/4/2024**

Grant / Project Manager(s): **Mark Ellis** *Grant CFDA or CSFA #:

*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)

Total Project Amount: **$ 50,000.00** Shares: Local ____ % State **100** % Federal ____ %

Grant / Project Fund #(s): **005** CC#(s): **5105** Expense #(s): **55403Z**

**55200Z**

Grant / Reimbursement Amount: $50,000.00

Revenue #(s): **3342170Z**

*SECTION 2 - DEPARTMENT*

Form completed by: Print name: **Roxanna Taylor** Date: **4/3/2023**

Sign name: Roxanna Taylor Dept: **Ambulance Service 005**

*SECTION 3 - OMB*

Signature: Digitally signed by Valerie Fleeger Date: 2023.04.06 08:49:49 -04'00' Date Received: **4/3/2023**

*SECTION 4 - ACCOUNTING*

Signature: Digitally signed by Jodi Mechling Date: 2023.04.20 08:24:59 -04'00' Date Received: 04/19/2023

Date Entered Into System: 04/20/2023 Date Copies Mailed:

Function: 52000 Activity: 52600

**Last Revised: 3/9/2011**

## Documentation of PCR Processing

**Project Information**

General

Key Project * 22056 — Continuous

Title * EMS BASED CP/MIH PRGM

Level 6

Funding Source 005 5105

Reporting Structure

| | | | | | |
|---|---|---|---|---|---|
| FUND | 005 | GENERAL FUND | FD/COST CENTER | 5105 | AMBULANCE SERVICE 005 |
| FUNCTION | 52000 | PUBLIC SAFETY | PROJECT | 22056 | EMS BASED CP/MIH PRGM |
| ACTIVITY | 52600 | AMBULANCE/RESCUE SERV | | | |
| COST CENTER | T45105 | AMBULANCE SERVICE 005 | | | |

Project Information

| | |
|---|---|
| Start Date | 04/03/2023 |
| Stop Date | 04/04/2024 |
| Check Budget Balance * | F - Fatal if overspent |
| Project Is Closed | |

**Project Defined Windows**

Date: 04/20/2023 Period: 7/23

Project 22056 - EMS BASED CP/MIH PRGM

| | |
|---|---|
| GRANT? | NO |
| GRANTOR AGENCY | FL DEPT OF HEALTH |
| GRANT # | N/A |
| PROJECT AMOUNT | 50,000.00 |
| SHARE % LOCAL | 0 |
| SHARE % STATE | 100 |
| SHARE % FEDERA | 0 |
| PROJ ADMINISTR | MARK ELLIS |
| GRANT AMOUNT | 50,000.00 |

**Project Budget Ledger**

Date: 04/20/2023 Through Period: 07

Search Criteria

Year — FUND — FD/COST CENTER

PROJECT — FUNCTION — PROJECT

Account — ACTIVITY

COST CENTER

Find — Advanced

| Year | PROJECT | Account | Budget | Period Expense/Receipt | Total Expense/Receipt | Encumbrances/Receivat | Balance | Title | Account Title |
|---|---|---|---|---|---|---|---|---|---|
| 23 | 22056 | 3342170Z | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | EMS BASED CP | EMS TRUST GRAN |
| 23 | 22056 | 55200Z | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | EMS BASED CP | PROJECT OPERAT |
| 23 | 22056 | 55403Z | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | EMS BASED CP | PROJECT EDUC & |

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Corey Amundsen, Emergency Management Manager**

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-101 and approval of the Florida Department of Emergency Management Statewide Mutual Aid Agreement.**

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## STATEMENT OF ISSUE

This agreement is updated annually. This allows us to receive, or send resources throughout the state, and also includes State resources in emergency or disaster.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-101 and approve the Florida Department of Emergency Management Statewide Mutual Aid Agreement.**

## FISCAL IMPACT

No fiscal impact.

Attachments: Resolution SMAA.pdf
SMAA 2023.pdf

**FOR ADOPTION OF**
**STATEWIDE MUTUAL AID**
**AGREEMENT**

RESOLUTION NO. 22-23-101

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by Highlands County Board of County Commissioners that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: Highlands County Board of County Commissioners
DATE: May 2nd, 2023

I certify that the foregoing is an accurate copy of the Resolution adopted by Highlands County Board of County Commissioners on May 2nd, 2023.

BY:_____

TITLE: CHAIRMAN

DATE:_____

ATTEST: CLERK OF COURT

_____

Jerome Kaszubowski Date

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**RON DESANTIS**
Governor

**Kevin Guthrie**
Director

## STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

**ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

**ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

**ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

**ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

**ARTICLE VI.**

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

**ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

**ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX.

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

**ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

**ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

**ARTICLE XII.**

**Interpretation and Application of Agreement**. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF Highlands COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

# FORM C

## CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Highlands County Board of County Commissioners

Mailing Address: 6850 W George Blvd
Sebring, FL 33875

**Authorized Representative Contact Information**

Primary Authorized Representative

Name: Corey Amundsen
Title: Emergency Management Manager
Address: 6850 W George Blvd
Day Phone: 863-402-7670 Night Phone: 863-260-3447
Facsimile: Email: camundsen@highlandsfl.gov

1st Alternate Authorized Representative

Name: E.Laney Stearns
Title: Public Safety Director/Fire Chief
Address: 4509 Kenilworth Blvd, Sebring, FL 33872
Day Phone: 863-402-7600 Night Phone:
Facsimile: Email: lstearns@highlandsfl.gov

2nd Alternate Authorized Representative

Name: Laurie Hurner
Title: County Administrator
Address: 600 S.Commerce Ave, Sebring, FL 33870
Day Phone: 863-402-6500 Night Phone:
Facsimile: Email: lhurner@highlandsfl.gov

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management

## Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

### Requestor Information

Req. Party: | Assisting Party:

Event: | New/Amended:

Mission #: | Mission Type:

Point of Contact
Name: | E-Mail Address:

Phone Number: | Other:

Deployment Dates (including travel dates)
Date Needed: | Date Released:

Deployment Location: | Facility Name:

City: | Zip Code:

### Mission Information

Mission Description:

Resource Capabilities Requested:

### Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns: If **YES**, please elaborate below

Comments:

## Deployment Logistics

Is Lodging Available? If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided? If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided? If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

## Authorized Representative Approval

Name: Title:

Signature:

Date:

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management

## Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

## Assisting Party Information

Assisting Party

Requesting Party:

Event:

New/Amended:

Mission #:

Mission Type:

Point of Contact
Name:

E-Mail Address:

Phone Number:

Other:

Deployment Dates (including travel dates)
Date available:

Return Date:

Deployment Location:

Facility Name:

City:

Zip Code:

## Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

## Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

| | |
|---|---|
| Personnel Costs: | $ - |

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

| | |
|---|---|
| Meals | $ - |
| Lodging | $ - |
| Vehicle | $ - |
| Total Travel | $ - |

| | |
|---|---|
| Equipment: | $ - |
| Commodities: | $ - |
| Other (Explain in comments): | $ - |
| **Total estimated cost for mission:** | **$ -** |

Other Comments:

## Authorized Representative Approval

Name: Title:

Signature:

Date:

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management
## Section II - Personnel Cost Estimate

| Name | Regular Salary Rate | Fringe Benefit Hourly Rate | Regular Hours Per Day | OT Hourly Rate | OT Hours Worked Per Days | Total Daily Cost | Number of Mission Days | Total Mission Cost |
|---|---|---|---|---|---|---|---|---|
| *EXAMPLE: Sarah Smith* | *$ 10.00* | *$ 0.70* | *8* | *$ 15.00* | *4* | *$ 145.60* | *16* | *$ 2,329.60* |
| | | $ 27.00 | | | | $ - | | $ - |
| | | | | | | $ - | | $ - |
| | | | | | | $ - | | $ - |
| | | | | | | $ - | | $ - |
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**Total Personnel Estimate:** $ -

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management

## Section II - Travel Cost Estimate

### Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

| Name | Breakfast | Lunch | Dinner | Daily Rate | Daily Total | Number of Mission Days | Total Mission Cost |
|---|---|---|---|---|---|---|---|
| *EXAMPLE: Sarah Smith* | *$ 6.00* | *$ 11.00* | *$ 19.00* | *$ -* | *$ 36.00* | *16* | *$ 576.00* |
| | | | | | $ - | | $ - |
| | | | | | $ - | | $ - |
| | | | | | $ - | | $ - |
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**Total Meals & Per Diem Estimate:** $ -

### Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

| Accommodations | Nightly Rate | Number of Rooms | Number of Nights | Total |
|---|---|---|---|---|
| *EXAMPLE: Hotel* | $ *150.00* | *1* | *14* | $ *2,100.00* |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |

**Total Estimated Lodging:** $ -

## Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

| Vehicle Type | Vehicle Mileage Rate | Estimated Mileage | Daily Rental Rate | Number of Mission Dates | Estimated Fuel | Total |
|---|---|---|---|---|---|---|
| *EXAMPLE: Economy Rental* | | | $ *35.00* | *16* | $ *200.00* | $ *760.00* |
| | | | | | | $ - |
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**Total Vehicle Estimate:** $ -

**Total Estimated Travel:** $ -

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management

## Section II - Equipment

2019 FEMA Equipment rates are included at the end of this workbook. Equipment Rates include depreciation, overhead, all maintenance, field repairs, fuel, lubricants, and tires. Labor costs of operators are not included.

| Equipment Type | FEMA Equipment Code # | FEMA Equipment Rate | Hours Per Day | Days Per Deployment | Total Mission Cost |
|---|---|---|---|---|---|
| *EXAMPLE: 6000 LB Forklift* | *8301* | *$ 14.73* | *6* | *14* | $ 1,237.32 |
| | | | | | $ - |
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**Total Equipment Estimate:** $ -

# Statewide Mutual Aid Agreement Form B

## Florida Division of Emergency Management

## Section II - Commodities & Other

| Commodities Estimate | | | | |
|---|---|---|---|---|
| Item | Unit Price | Amount | Reason for Purchase | Total |
| *EXAMPLE: Sleeping Bag* | *$ 35.00* | *1* | *bedding at base camp* | *$ 35.00* |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
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| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |

**Total Commodities Estimate:** $ -

| Other Estimated Costs | | |
|---|---|---|
| Expense | Reason for Purchase | Total |
| *EXAMPLE: Laundry Services* | *Service not provided at base camp* | *$ 25.00* |
| | | |
| | | |
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**Total Other Costs Estimate:** $ -

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Lance Marine, Parks & Facilities Director**

**SUBJECT/TITLE:** **Request approval of Budget Amendment 22-23-092 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a funding Request from Sun 'N Lake of Sebring Improvement District.**

---

## STATEMENT OF ISSUE

The Recreation and Parks Advisory Committee met on February 18, 2023 to discuss a Funding Request application submitted by the Sun 'N Lake of Sebring Improvement District. The request is for a playground system, sun shade, safety surfacing and picnic tables at the Sun 'N Lake Recreation Center. This facility will replace the existing aged and deteriorating equipment that exists on-site. The total cost of the project is $664,920 and Sun 'N Lake has requested $108,500 from RPAC. The District has received a $200,000 FRDAP Grant from the State, and the remaining total of $356,420 will come from District assessments. The RPAC Committee voted to approve the request of $108,500.

## RECOMMENDED ACTION

**Move to approve Budget Amendment 22-23-092 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a funding Request from Sun 'N Lake of Sebring Improvement District for construction of playground system, shade and picnic tables at the Sun 'N Lake Recreation Complex.**

## FISCAL IMPACT

The fiscal impact is to transfer $108,500 within fund 151 (Infrastructure Surtax), cost center 6101A (Recreation Dept.), account 56300 (Improvements Other Than) to account 58100Z, (Aid to Gov't Agency Project) for Project 20063 (Sun 'N Lake of Sebring Improvement District Playground).

Attachments: IA, SNL signed 04.27.2023.pdf
RPAC Minutes 02.16.2023.docx
Sun N Lake - RPAC Funding Application - Playground.pdf
BA 22-23-092 Proj 22063 SNL_Sebring Playground Structures.pdf

**INTERLOCAL AGREEMENT**
**BETWEEN HIGHLANDS COUNTY**
**AND**
**SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT**
**FOR**
**SUN 'N LAKE RECREATION CENTER PLAYGROUND FACILITY**
*(RPAC FUNDING)*

This Interlocal Agreement (hereinafter referred to as the "Interlocal Agreement") is made by and between **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") the **SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT**, an Independent Special District of the State of Florida, 5306 Sun 'n Lake Boulevard, Sebring Florida, 33872 (hereinafter referred to as the "DISTRICT"),

**WHEREAS**, Highlands County and the DISTRICT cooperate and work together for the purpose of funding for the maintenance for certain recreational facilities within the County; and

**WHEREAS**, the construction of new playground structures and shade, safety surfacing and picnic tables; and

**WHEREAS**, Highlands County and the DISTRICT have determined that it is their best interest to enter into a interlocal agreement for the purpose of allocating the funds necessary for the construction of pickleball courts; and

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions contained herein, the COUNTY and the DISTRICT hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the construction of playground and shade structure, safety surfacing and picnic tables located at 3500 Edgewater Drive, Sebring, Florida, (herein referred to as the "Project").

3. Procurement. The parties agree that the DISTRICT shall be responsible for all bidding, contracting and supervision of the Project. The DISTRICT agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The DISTRICT is responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.

4. Terms.

   A. The COUNTY agrees to reimburse the DISTRICT the verifiable costs for construction of the Project in the amount of ONE HUNDRED AND EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($108,500.00), in

infrastructure funds set aside for recreation and the COUNTY shall have no obligation to pay any costs beyond this maximum amount. The DISTRICT shall be the lead party to this Interlocal Agreement and shall pay all Project costs prior to requesting reimbursement from the COUNTY. The DISTRICT and COUNTY understand and agree that the DISTRICT shall be responsible for all Project costs not reimbursed by the COUNTY pursuant to this Interlocal Agreement and for any expenditures which are not for infrastructure as defined in Section 212.055(2), Florida Statutes.

B. This Interlocal Agreement shall become effective upon the execution by the DISTRICT and the COUNTY.

C. This Interlocal Agreement expires 24 months from date of execution. Any financial obligations on the part of the COUNTY shall become null and void upon the date of expiration and any unexpended COUNTY funds shall revert back into the appropriate infrastructure account.

5. Accounting. The DISTRICT shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The DISTRICT shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the DISTRICT, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the DISTRICT refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the DISTRICT will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Terminate. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the DISTRICT's non-compliance with the terms and conditions of this Interlocal Agreement if the DISTRICT fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the DISTRICT fails to cure such material non-compliance within the time allowed, the DISTRICT agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

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

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

9. Default. Upon the occurrence of any event of default by the DISTRICT, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the DISTRICT agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the DISTRICT arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the DISTRICT, the DISTRICT shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

B. The COUNTY and the DISTRICT expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or DISTRICT for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the

COUNTY or the DISTRICT which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Public Records.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY:** **GLORIA RYBINSKI**
**600 COMMERCE AVENUE**
**SEBRING, FLORIDA 33870**
**(863) 402-6836**
**GRYBINSKI@HCBCC.ORG**

B. DISTRICT agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the DISTRICT does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the DISTRICT's possession or keep and maintain the public records as required by the COUNTY. If the DISTRICT transfers all public records to the COUNTY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the contract, the DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is

compatible with the information technology systems of the COUNTY.

12. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

13. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and to the DISTRICT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the DISTRICT shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 N. Commerce Ave.
Sebring, Florida 33870

DISTRICT: Sun 'N Lake Sebring Improvement District
Attention: DISTRICT Manager
5306 Sun 'N Lake Blvd.
Sebring, Florida 33872

14. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

15. Waiver. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

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

17. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any

law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

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

19. Recording. The COUNTY shall record this Agreement as required by Florida Statutes, Section 163.02, immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the DISTRICT.

(Signatures on following page)

**IN WITNESS WHEREOF**, this Interlocal Agreement is hereby effective on the date signed by the last party.

**DATED** this 25th day of April, 2023.

**HIGHLANDS COUNTY,** a political subdivision of the State of Florida
By Its Board of County Commissioners

By: _____
Chris Campbell, Chairman

Attest:

_____
Jerome Kaszubowski, Clerk of Court

**SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT**

By: Craig Herrick
Craig Herrick, President

Attest:
Coral Lee Benka
DISTRICT Clerk

HIGHLANDS COUNTY
RECREATION AND PARKS ADVISORY COMMITTEE
MEETING MINUTES
February 16, 2023, 2:00 PM
Highlands County Multi-Sports Complex,
216 Sheriff's Tower Rd, Sebring

| | |
|---|---|
| Danielle Phillips, City of Avon Park | Garrett Anderson, City of Avon Park |
| Todd Moore, Town of Lake Placid | Harry Durbano, Town of Lake Placid |
| Vicki Pontius, County | Ariel Fells, County |
| Joe DeCerbo, County | Michael Blackney, County |
| Commissioner Don Elwell, Board Liaison | Lance Marine, RPAC Liaison |
| Phil Williams, Town of Lake Placid Admin. | Charlie Wilson, Guest |
| Cyndie Carman Kramer, Guest | Sundee Dickerson, Guest |
| Brenda Beck, County Records Clerk | Ginger Svendsen, Parks & Facilities Mgmt. |

*Excused Absents: Roland Bishop*

**Call to Order**
Vicki Pontius, called meeting to order at 2:00 pm.
Lance read the public notice for the meeting, and after roll call, eight members were present establishing a quorum.
Introductions were made around the room.

**Approval of Minutes**
Joe Decerbo made a motion to approve the minutes for November 17, 2022. Ariel Fells seconded the motion. Motion Carried.

**Presentation of the Government in the Sunshine Law**. Brenda Back played a video which is the second part of the Government in the Sunshine Law.

**Election of Officers.** Vicki opened the floor for Chair nominations. Todd Moore nominated Vicki Pontius and Joe Decerbo seconded the motion. Unanimous vote. Motion Carried. Vicki opened the floor for Co-Chair. Joe Decerbo nominated Garrett Anderson and Todd Moore seconded the motion. Unanimous vote. Motion Carried.

**Old Business:**
Updates on open projects

- Town of Lake Placid Lake June Phase 2 project – Phil Williams explained the budget came in over $100,000 more than the budget, so the Council decided to withdraw the project and pursue pickleball courts. They will pursue Phase 2 further down the road in a different way. Vicki Pontius asked if there were any expenditures for Phase Two project. Phil said there was about $7,000 for permits and engineering costs and the Town will absorb those expenses.
- Spring Lake District Improvement Pickleball Courts – Joe reported that trees and light poles are down and will have about 60-75 days of construction.
- Highlands County Carver Park Restrooms – Lance reported that the Highway Park Neighborhood Council (HPNC) decided to move toward a different project. They will go back to the Board with a new plan and withdraw the current request. HPNC would like to

have the restrooms built onto the back of an existing building, Star Center, and add storage and concession area.

- Charlie Brown Park Pickleball Courts – Joe Decerbo said he spoke with Scott Noethlich, and they are working with Nidy Sports Construction as well, and when they are finished with Spring Lake, they most likely will start on the city's project.

Update on Annual Funding Analysis.

Lance gave an update on available funds of $560,885.19. Commissioner Elwell questioned the amount since the Town of Lake Placid and Carver Park Restrooms withdrew their projects. Lance replied that, essentially, there would be a change based upon decisions made today for the Town of Lake Placid Pickleball Courts, and after HPNC withdraws their request from the Board of County Commissioners and presents a new project for Carver Park Restrooms.

**New Business:**

- Funding Request, Town of Lake Placid: Phil Williams, Town Administrator, presented a funding request for pickleball courts at Lake June Park. The total budget for the project came in at $432,939. The Town can apply $77,929 towards the project, which is 18%. The Town is a low tax-based community, and a large portion of the park is used by non-town residents. Over two hundred residents have signed an online petition. Michael Blackney questioned the six-foot barrier on an eight-foot fence and a couple of more feet on the perimeter fence. Charlie Wilson mentioned that they do not foresee professional tournaments playing at the facility and that there are no public facilities south of Josephine Creek.

  Vicki Pontius questioned the low amount of participation funds from the Town and asked if they tried to apply for grant funds such as FRDAP. Phil said they would be happy to look for grants. Charlie Wilson asked if they could pursue the project with the county committing to a certain level of funds, and if they did get grant funds, they could give it back to the County. They would like to get the project started. Ariel Fells mentioned that they just received a FRDAP grant for the project they are presenting today, and she believes that the application deadline is in April and Commissioner Elwell thought it might be August. Garrett Anderson made a motion to table the request until the next meeting. Motion was seconded by Ariel Fells. Motion Carried.

- Funding Request, Sun 'N Lake District Improvement: Cyndie Carman Kramer presented the request of $108,500 for a new playground facility. The project will include playground and shade structures and safety surfacing. This project is part of a larger recreation concept plan that will also include a pool, multipurpose field, walking trail and parking. Vicki Pontius asked if the facility would be open to the public and Cyndie replied yes. Sun 'N Lake will be funding 54% of the project, which is $356,420 with FRDAP grant funds of $200,000, and is requesting $108,500 from RPAC, which is 16% of the total cost. Garrett

Anderson motioned to approve the request, and Danielle Phillips seconded the motion. Ariel Fells obtained the vote. Vicki read the motion to approve the funding request from Sun 'N Lake District Improvement for the Sun 'N Lake Recreation Center Playground Equipment for expenditures up to $108,500 from infrastructure funds set aside for recreation and a recommendation to the Board of County Commissioners. Unanimous vote. Motion Carried.

**Next meeting** is February 16, 2023. Vicki Pontius will be absent that week, and she asked if the meeting could be moved to the week before or after or maybe Garrett could chair the meeting. Lance and Ginger will send out an email to poll the members of a date that works best for them.

Commissioner Elwell suggested a guideline for requesting RPAC funds. Currently there are no guidelines. Vicki Pontius suggested the committee put a policy in place and have it approved by the Board of County Commissioners. Todd Moore remembered in years past that the reason no one was presenting any new projects was because they could not provide 50 percent of the project funds. Garrett Anderson suggests further discussion should be held at the next meeting.

Commissioner Elwell would also like to see an increase in the funding from the County. When he was liaison a few years ago, there was a priority system where each municipality listed their projects and prioritized them for the next three years. It helps the commissioners during budget time. He also mentioned that he would like to see more recreational opportunities. Discussion was held about impact fees, Tourist Development funds, and a large recreational facility.

Meeting adjourned at 3:20 p.m.

Respectfully submitted by,
Ginger Svendsen,
Parks & Facilities Department

DRAFT

RECEIVED
By Ginger at 3:14 pm, Feb 06, 2023

SUN'N LAKE
FLORIDA'S CENTERPIECE COMMUNITY

February 6, 2023

Highlands County Recreation and Parks Advisory Committee
636 S. Fernleaf Ave.
Sebring, FL 33870

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

Dear RPAC Members and County Commissioners,

By copy of the enclosed application, the Sun 'N Lake of Sebring Improvement District is requesting RPAC funding in the amount of $108,500.00 for our new playground facility at the Sun 'N Lake Recreation Complex. The total cost of this project is estimated at $664,920.00. We have already secured FRDAC funding in the amount of $200,000.00 toward the project. The remainder of the project cost will come from District assessments.

The proposed project consist of the construction of a new playground facility to include playground structures for children of all abilities up to age 12, including swings, slides, gliders, climbers, and tunnels; decorative shade structures for protection from the sun and heat; safety surfacing; and new picnic tables to be placed under the adjoining pavilion structure. This facility will replace the existing aged and deteriorating equipment that exists on-site.

This project is part of a larger recreation master plan that was approved by our Board of Supervisors in 2021.

The District greatly appreciates your consideration of our funding request.

Sincerely,

Cynthia Carman Kramer
Director of Community Services

# Recreation & Parks Advisory Committee
# Funding Application

*Funding Applications must be submitted to the Parks & Facilities Department no less than 2 weeks prior to any RPAC meeting. Any incomplete applications will be returned and will not be placed on the RPAC agenda until all necessary documentation is submitted.*

**Recreational funding must be used to improve public safety, develop, expand, renovate or remodel parks, or to purchase land to build new parks.**

## I. APPLICATION INFORMATION

Date: 2/3/2023

Local Government Name: Sun N Lake Improvement District

Project Manager: Sundee Fox-Dickerson

Telephone: 863-382-2196 Email: sdickerson@snldistrict.org

## II. PROJECT SUMMARY

Project / Park Name: Sun N Lake Recreation Center Playground

Project address: 3500 Edgewater Drive, Sebring FL, 33872

Date approved by Governing Board: August 27, 2021

Who owns the property? Sun N Lake Improvement District

| Local funds available *(Requester's contribution):* | | | *Percentage of Total Cost* |
|---|---|---|---|
| Cash: | $ | 356,420.00 | 54% |
| In-kind: *(Provide detailed data)* | $ | | % |
| Other: *(Other agency funding, donations, etc.)* | $ | 200,000.00 | 30% |
| County funds request *(RPAC Share)*: | $ | 108,500.00 | 16% |
| **Total cost of project:** | $ | 664,920.00 | |

*All applicant/other funds will be used first. The balance, up to the approved RPAC recommendation, will be reimbursed by the County*

Please provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, and any existing buildings on site.

The proposed project consists of the construction of a new playground at the Sun N Lake Recreation Complex. The project will include playground structures for children of all abilities up to age 12, including swings, slides, gliders, climbers, and tunnels; decorative shade structures for protection from the sun and heat; safety surfacing; and new picnic tables to be placed under the adjoining pavilion structure.

The recreation complex currently contains the District's community center, fitness rooms, lagoon pool, basketball courts and picnic pavilions. There are existing aged pieces of playground equipment on-site that will be demolished and removed. There are future plans for the construction of a lap pool and walking paths on-site.

## III. PROJECT COST ESTIMATE

**Development/Remodel/Expansion Projects:** Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on this application. The site plan must CLEARLY DELINEATE facilities currently existing, facilities proposed for funding in this application and facilities planned for future development.

**Acquisition Projects:** If applying for an acquisition project, submit the proposed development for the project. Along with the breakdown of the facilities, submit a construction timeline for the required development of facilities. Also, submit conceptual site plan displaying the areas and facilities to be developed as proposed on this application.

NOTES:

- Applicant has 24 months for project completion from the date of the execution of the Interlocal Agreement by the Board of County Commissioners.
- With the exception of public safety needs, any previously approved major project must be completed prior to applying for another project to be funded.

| **Budget Category** | **Total** |
|---|---|
| Administration Project Management | 30,000.00 |
| Contracted Services | 144,300.00 |
| Permitting & Project Inspection Fees | 10,500.00 |
| Site Preparation | 52,000.00 |
| Demolition and Removal | |
| Construction | 370,400.00 |
| Equipment (Rental, or in-kind use) | |
| Contingency Cost | 57,720.00 |
| Other Cost: _____ | |

Total Project Cost: 664,920.00

Will local vendors be used: Yes ☐ No ☑

Please list all vendors you received quotes and estimates from and attach with this application:

REP Services, Inc.

Polston Engineering (District Engineer)

## IV. OPERATION AND MAINTENANCE

Describe the on-going maintenance that will be provided by the municipality for the improvements in which funding is being requested.

☑ 1. The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance.

☐ 2. The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance.

☐ 3. The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance.

☐ 4. An organized volunteer group, such as a civic group or youth sports association, will operate and maintain the site. Name of Organization:

_____

If the expansion/remodel/renovation will REDUCE costs of maintenance/operation, and /or will eliminate a safety hazard, please provide a detailed explanation and back-up verification.

The existing playground equipment is dated and deteriorating. The lack of shade for the equipment has taken a toll on the physical condition of the equipment and makes it too hot to be used safely during summer months.

## V. PROJECT INFORMATION

| | Yes | No |
|---|---|---|
| Is this project part of the Master plan for a park and/or greenway system? | ☑ | ☐ |
| Is there a safety and/or health concern? | ☑ | ☐ |
| Is access hindered *(i.e. damage roads, limited ADA compliance, etc.)* | ☐ | ☑ |
| Is the project a service that is over populated due to size? | ☐ | ☑ |
| Will there be a charge or user fee: *(attach fee schedule if applicable)* | ☐ | ☑ |

| | | | |
|---|---|---|---|
| Public Involvement | Public Meeting: | ☑ | ☐ |
| | Survey: | ☑ | ☐ |

Petitioned: ☐ How many Signatures? _____

Please list all amenities this park/location already provides.

| Amenities | Yes | No | How Many? | Amenities | Yes | No | How Many? |
|---|---|---|---|---|---|---|---|
| Soft/Baseball Fields | ☐ | ☐ | | Bicycling Trails | ☐ | ☐ | |
| Soccer Fields | ☐ | ☐ | | Fitness Trails | ☐ | ☐ | |
| Tennis Courts | ☐ | ☐ | | Hiking Trails | ☐ | ☐ | |
| Running Track(s) | ☐ | ☐ | | Equestrian Trails | ☐ | ☐ | |
| Volleyball Courts | ☐ | ☐ | | Nature Trails | ☐ | ☐ | |
| Basketball Courts | ☑ | ☐ | | Swimming | ☑ | ☐ | |
| Pickleball Courts | ☐ | ☐ | | Camping | ☐ | ☐ | |
| Bocce Ball Courts | ☐ | ☐ | | Picnic Tables | ☑ | ☐ | |
| Horseshoe Pits | ☐ | ☐ | | Pavilions | ☑ | ☐ | |
| Drinking Fountains | ☑ | ☐ | | Grills | ☐ | ☐ | |
| Other: _____ | | | | Playground | ☑ | ☐ | |

## VI. CONCLUSION

**Please attach quotes, estimates, photos, conceptual site plans, surveys, and petitions with this application.**

Email application to the Parks & Facilities Management office at Facility@highlandsfl.gov or mail/deliver to 636 Fernleaf Ave in Sebring.

| Sun N Lake Improvement District<br>Recreation Center Playground | TOTAL | Proposed<br>RPAC Funds | District Funds | State FRDAP<br>Funds |
|---|---|---|---|---|
| **A- Permitting** | | | | |
| Engineering & permitting | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ - |
| SWFWMD | $ 500.00 | $ 250.00 | $ 250.00 | $ - |
| **Sub-total Permitting** | **$ 10,500.00** | **$ 5,250.00** | **$ 5,250.00** | **$ -** |
| | | | | |
| **B - Administration Project Management** | | | | |
| Grant administration (contracted) | $ 20,000.00 | $ - | $ 10,000.00 | $ 10,000.00 |
| Construction Management | $ 10,000.00 | $ - | $ 10,000.00 | $ - |
| **Sub-total Admin Project Mgmt** | **$ 30,000.00** | **$ -** | **$ 20,000.00** | **$ 10,000.00** |
| | | | | |
| **C - Site Preparation** | | | | |
| Grading | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ - |
| Demucking | $ 42,000.00 | $ 21,000.00 | $ 21,000.00 | $ - |
| **Sub-total Site Preparation** | **$ 52,000.00** | **$ 26,000.00** | **$ 26,000.00** | **$ -** |
| | | | | |
| **D - Construction** | | | | |
| Playground structures | $ 146,400.00 | | $ 73,200.00 | $ 73,200.00 |
| Shade structures | $ 63,700.00 | | $ 31,850.00 | $ 31,850.00 |
| Safety surfacing/mulch | $ 95,300.00 | | $ 47,650.00 | $ 47,650.00 |
| Picnic tables | $ 20,000.00 | $ - | $ 10,000.00 | $ 10,000.00 |
| Fencing | $ 30,000.00 | $ 15,000.00 | $ 15,000.00 | $ - |
| Freight | $ 15,000.00 | | $ 7,500.00 | $ 7,500.00 |
| **Sub-total Construction** | **$ 370,400.00** | **$ 15,000.00** | **$ 185,200.00** | **$ 170,200.00** |
| | | | | |
| **E - Contracted Services** | | | | |
| Installation of playground & shade structures | $ 144,300.00 | $ 62,250.00 | $ 62,250.00 | $ 19,800.00 |
| **Sub-total Contracted Services** | **$ 144,300.00** | **$ 62,250.00** | **$ 62,250.00** | **$ 19,800.00** |
| | | | | |
| **F - Contingency** | | | | |
| 10% project total | $ 57,720.00 | $ - | $ 57,720.00 | $ - |
| **Sub-total Contingency** | **$ 57,720.00** | **$ -** | **$ 57,720.00** | **$ -** |
| | | | | |
| **GRAND TOTAL** | **$ 664,920.00** | **$ 108,500.00** | **$ 356,420.00** | **$ 200,000.00** |




SUN'N LAKE

FLORIDA'S CENTERPIECE COMMUNITY

# EXISTING RECREATION COMPLEX




SUN'N LAKE

FLORIDA'S CENTERPIECE COMMUNITY

SUN N LAKE DESIGN CONCEPT

Sebring, FL

04.06.2021


landscape structures
Sun 'n Lake of Sebring
1152991-01-06-06 • 08.24.2022
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Experts at Play & Outdoor Spaces
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Welcome
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DRAWN BY: HCM

# PG-1
## PLAY EQUIPMENT PLAN

**TOTAL AREA:** 5750 SF

**FALL HEIGHT:** 6'

**BORDER:** 296 LF CURB

**USER CAPACITY:** 90

**SURFACING:** 1435 SF EWF
4390 SF PIP, including 39 LF TD

**SUBGRADE ELEVATION:** -8/-12" BFF

ADA SCHEDULE

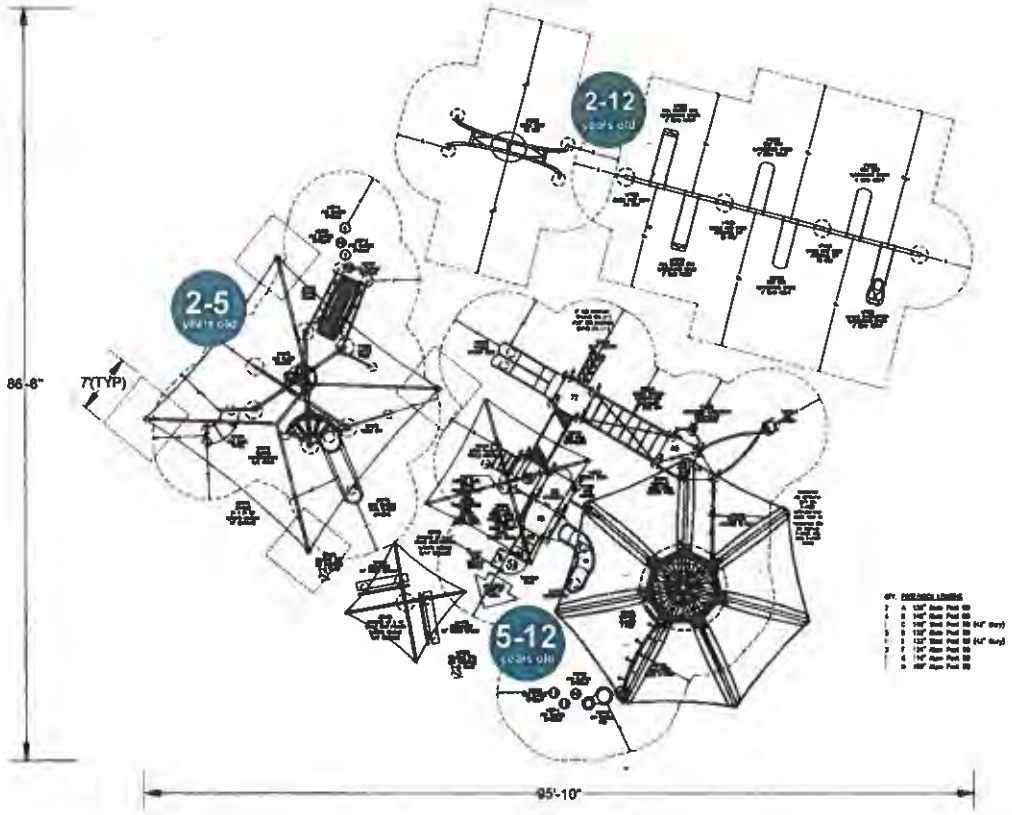
TOTAL PLAY ACTIVITIES 2-5: 7
TOTAL PLAY ACTIVITIES 5-12: 24

| PER 340.1.1.2 | | ACCESSIBLE ELEVATED ACTIVITIES | ACCESSIBLE GROUND-LEVEL ACTIVITIES | ACCESSIBLE GROUND-LEVEL PLAY TYPES |
|---|---|---|---|---|
| 2-5 | REQ | N/A | 0 | 7 |
| | PROV | N/A | 7 | 7 |
| 5-12 | REQ | 5 | 3 | 8 |
| | PROV | 7 | 14 | 8 |

**WELCOME SIGN**
TO BE LOCATED IN CONSULTATION WITH OWNER

**⚠ WARNING**
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH
...T.S.
...NG
SURFACING AND PLAYSURFACES MAY BECOME HOT AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

**GENERAL NOTES:**
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS




## Sun 'n Lake of Sebring

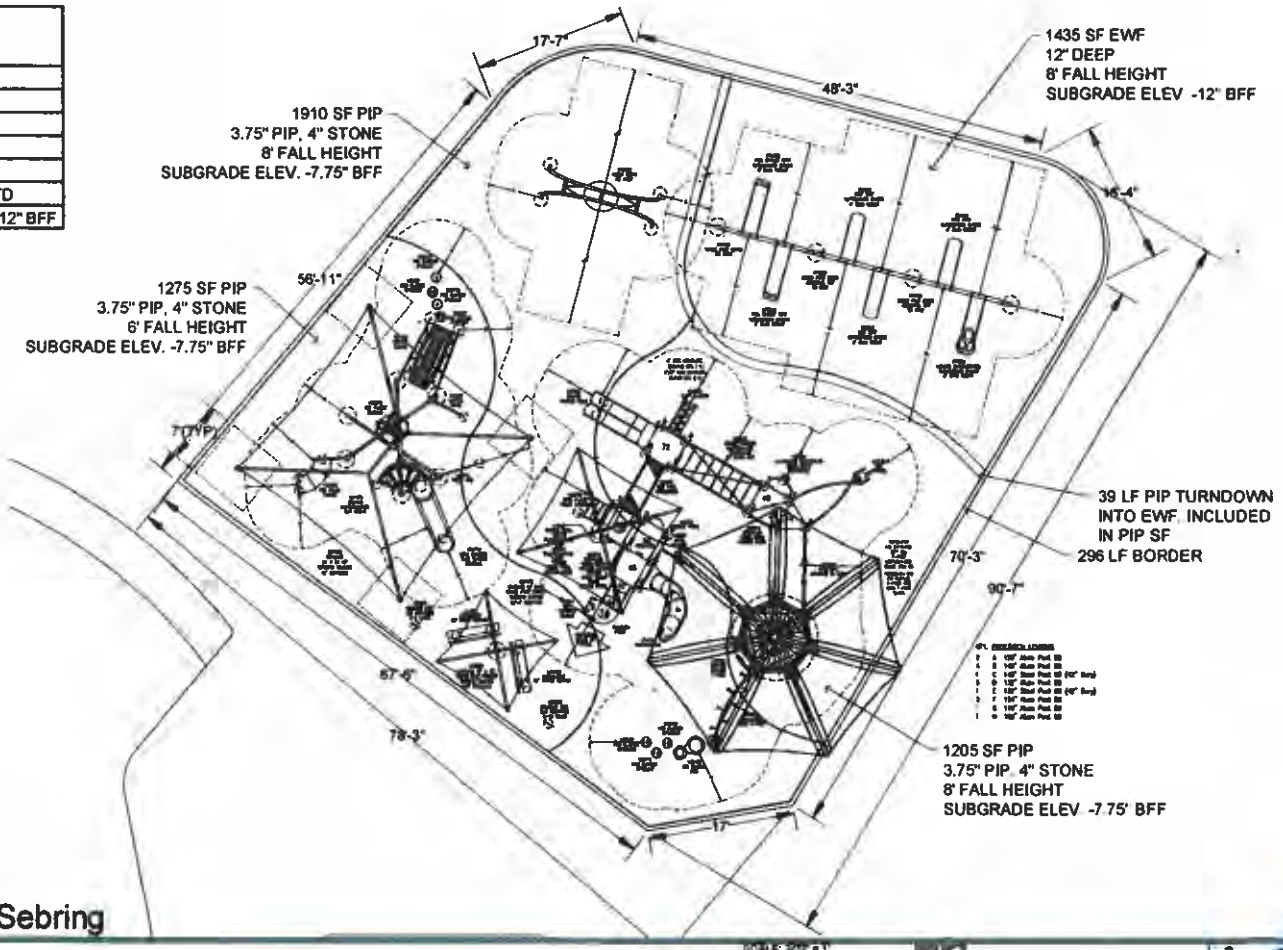
Sebring, FL
PROJECT 1152991-01-08-RSI 2023 1
NOT FOR CONSTRUCTION

SCALE: 3/32" = 1'
0 5 11 21

REP SERVICES, INC.
Experts at Play & Outdoor Spaces

# PG-2
INSTALL PLAN

| |
|---|
| TOTAL AREA: 5750 SF |
| FALL HEIGHT: 8' |
| BORDER: 296 LF CURB |
| USER CAPACITY: 90 |
| SURFACING: 1435 SF EWF |
| 4390 SF PIP, including 39 LF TD |
| SUBGRADE ELEVATION: -8/-12" BFF |




## Sun 'n Lake of Sebring

Sebring, FL
PROJECT: 1152991-01-08-RSI 2023.1
NOT FOR CONSTRUCTION

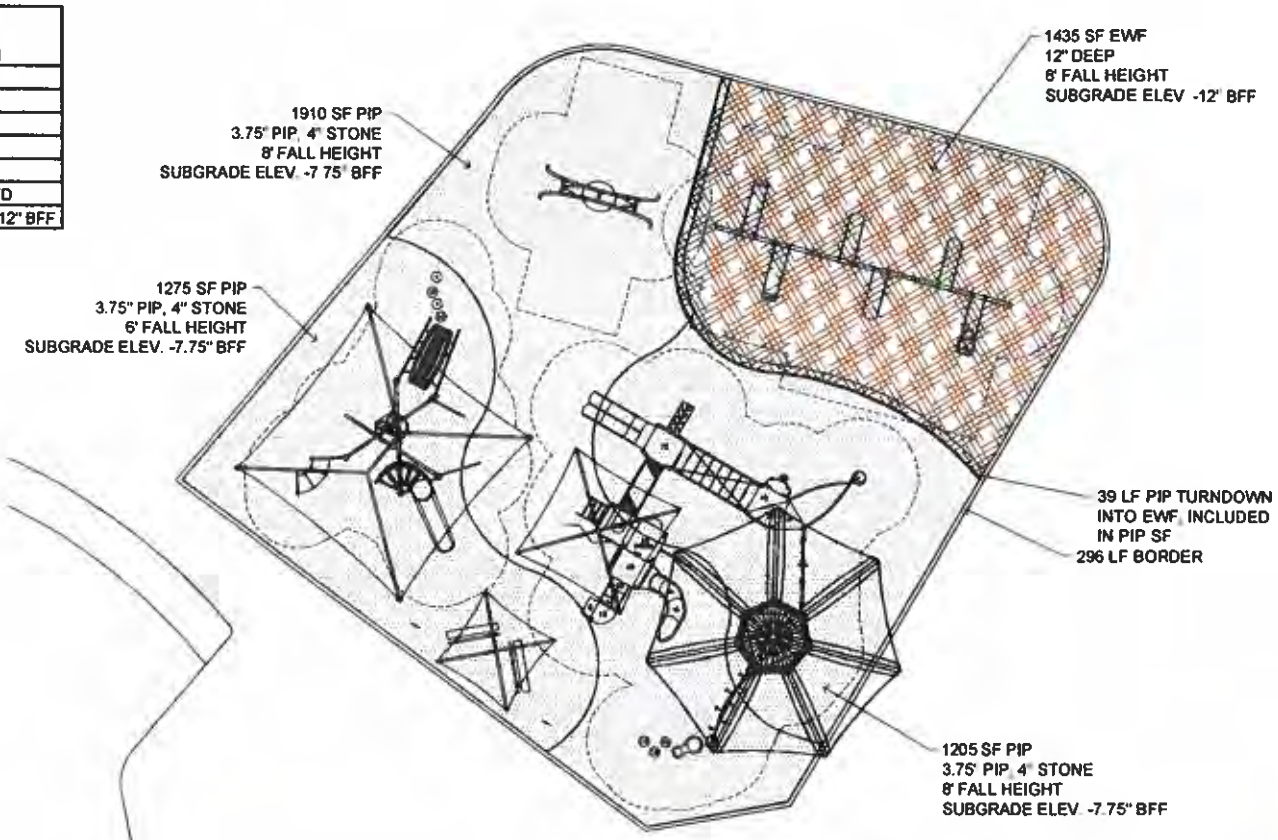
SCALE: 3/32" = 1'
0 5 11 21

REP SERVICES, INC.
Expert at Play & Outdoor Spaces

DRAWN BY: ICM

# PG-3
SURFACING PLAN

| |
|---|
| TOTAL AREA: 5750 SF |
| FALL HEIGHT: 8' |
| BORDER: 296 LF CURB |
| USER CAPACITY: 90 |
| SURFACING: 1435 SF EWF |
| 4390 SF PIP, including 39 LF TD |
| SUBGRADE ELEVATION: -8/-12" BFF |




## Sun 'n Lake of Sebring

Sebring, FL
PROJECT: 1152991-01-06-RSI 2023.1
NOT FOR CONSTRUCTION

SCALE 3/32" = 1'
0 5 11 21

REP SERVICES, INC.
Experts at Play & Outdoor Spaces

**REP SERVICES, INC.**
*Experts at Play & Outdoor Spaces*
Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.851.9658 Fax: 866.232.8532 E-mail: sales@repservices.com



**Please mail POs, contracts and checks to:**
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

| | | |
|---|---|---|
| **Proposed To:** Sun 'n Lake of Sebring Improvement District<br>5306 Sun N Lake Blvd<br>Sebring, FL 33872-2114<br>**Attn:** Ariel Fells | **Ship To:** TBD at a later date<br>**Attn:** | **Bill To:** Sun 'n Lake of Sebring Improvement District<br>5306 Sun N Lake Blvd<br>Sebring, FL 33872-2114<br>**Attn:** Ariel Fells |

**Project No:** 18240 **Project Name:** Sun 'n Lake of Sebring **Project Contact:** Ariel Fells
**Proposal No:** 18240.08 **Proposal Name:** Sun 'n Lake of Sebring Playground **Project Location:** 3500 Edgewater Drive, Sebring, FL 33872
**Proposal Date:** 10/10/2022 **Proposal Expires:** 10/31/2022 Project County: Highlands

**For Questions Contact:** Jason Smith ☎ 407-853-3595 ✉ jason@repservices.com
**Consultant:** Scott Brushwood ☎ 727-539-8457 ✉ scott@repservices.com **Opt/Rev:** A/4 **Printed:** 10/10/22 - JS

**Vendor:** Landscape Structures **Proj Drawings:** 1152991-01-06 584681

| Class | Part No | Qty | Description | Unit Price | Net Price | Ext Price |
|---|---|---|---|---|---|---|
| **PlayBooster 5-12** | | | | | | |
| _Not Used | IP141683A-001 | 2 EA | 72" Tendertuff Bench - W/back No Armrests DB | 690.00 | 690.00 | 1,380.00 |
| Bridges & Ramps | PB152443A-001 | 1 EA | Grid Walk W/barriers | 3,892.00 | 3,892.00 | 3,892.00 |
| | PB193173A-001 | 1 EA | Tightrope Bridge - W/grab Bar Attached To Deck | 2,088.00 | 2,088.00 | 2,088.00 |
| Climbers | IP120711A-001 | 1 EA | Pod Climber 16" DB | 317.00 | 317.00 | 317.00 |
| | IP158997A-001 | 2 EA | Pod Climber 10" DB | 313.00 | 313.00 | 626.00 |
| | PB122570D-001 | 1 EA | Cliff Climber 72"dk DB | 2,410.00 | 2,410.00 | 2,410.00 |
| | PB169318D-001 | 1 EA | Wood Plank Wiggle Ladder 56"deck - W/recycled Wood-grain Handholds DB | 1,730.00 | 1,730.00 | 1,730.00 |
| | PB172666A-004 | 1 EA | Corkscrew Climber W/recycled - Wood-grain Handholds 40"dk DB | 2,047.00 | 2,047.00 | 2,047.00 |
| | PB176080A-001 | 1 EA | Logo Climber 56"dk DB | 1,651.00 | 1,651.00 | 1,651.00 |
| | PB203845A-001 | 1 EA | Seeker Climber W/permalene Handholds - 32" Deck Diff Attached To 72" | 7,613.00 | 7,613.00 | 7,613.00 |
| Custom | CP000484A-001 | 1 EA | Dtr Pb Netplex 7-post Use With 7-post Shade | 2,240.00 | 2,240.00 | 2,240.00 |
| Decks | PB111228A-001 | 3 EA | Square Tenderdeck | 1,150.00 | 1,150.00 | 3,450.00 |
| | PB111229A-001 | 1 EA | Square Deck Extension | 1,099.00 | 1,099.00 | 1,099.00 |
| | PB111231A-001 | 1 EA | Triangular Tenderdeck | 888.00 | 888.00 | 888.00 |
| | PB121948A-001 | 1 EA | Kick Plate 8"rise | 129.00 | 129.00 | 129.00 |
| | PB121949A-001 | 1 EA | Tri-deck Kick Plate 8"rise | 189.00 | 189.00 | 189.00 |
| | PB122197A-001 | 2 EA | 90° Triangular Tenderdeck | 966.00 | 966.00 | 1,932.00 |
| | PB152911C-004 | 1 EA | Curved Transfer Module - Left 48"dk DB | 3,266.00 | 3,266.00 | 3,266.00 |
| Enclosures | PB115223A-001 | 1 EA | Bubble Panel Above Deck | 952.00 | 952.00 | 952.00 |
| | PB115254A-001 | 1 EA | Storefront Panel | 699.00 | 699.00 | 699.00 |
| | PB130565A-001 | 1 EA | Table Panel DB | 1,224.00 | 1,224.00 | 1,224.00 |
| | PB169319A-001 | 2 EA | Recycled Wood-grain Lumber Panel | 1,385.00 | 1,385.00 | 2,770.00 |
| | PB173567A-001 | 1 EA | Marble Panel Above Deck | 2,627.00 | 2,627.00 | 2,627.00 |
| Kids In Motion | IP158105A-001 | 1 EA | Wobble Pod DB Only | 1,716.00 | 1,716.00 | 1,716.00 |
| | PB120818A-001 | 2 EA | Playstructure Seat | 428.00 | 428.00 | 856.00 |
| | PB193174A-001 | 1 EA | Sol Spinner DB | 2,604.00 | 2,604.00 | 2,604.00 |
| Mainstructures | PB193175A-001 | 1 EA | Skyport Climber For 7-post Mainstructure - DB Only | 23,386.00 | 23,386.00 | 23,386.00 |
| Overhead Events | PB193170A-001 | 1 EA | Lolliladder W/2 E-pods | 2,824.00 | 2,824.00 | 2,824.00 |
| Posts | PB111404A-001 | 4 EA | 148"alum Post DB | 442.00 | 442.00 | 1,768.00 |
| | PB111404C-001 | 5 EA | 132"alum Post DB | 414.00 | 414.00 | 2,070.00 |
| | PB111404D-001 | 2 EA | 124"alum Post DB | 400.00 | 400.00 | 800.00 |
| | PB111404E-001 | 1 EA | 116"alum Post DB | 345.00 | 345.00 | 345.00 |
| | PB111404F-001 | 1 EA | 108"alum Post DB | 331.00 | 331.00 | 331.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | PB111404K-001 | 2 EA | 156"alum Post DB | 497.00 | 497.00 | 994.00 |
| | PB111404N-001 | 1 EA | 140"steel Post DB 42" Bury | 345.00 | 345.00 | 345.00 |
| | PB111404O-001 | 1 EA | 132"steel Post DB 42" Bury | 331.00 | 331.00 | 331.00 |
| ns | IP182503C-001 | 1 EA | Welcome Sign (lsi Provided) - Ages 5-12 Years Direct Bury | 0.00 | 0.00 | 0.00 |
| ides & Gliders | PB124863C-004 | 1 EA | Slidewinder2 48"dk DB - 2 Right | 2,921.00 | 2,921.00 | 2,921.00 |
| | PB130390A-003 | 1 EA | Double Swoosh Slide - 72"dk DB | 2,645.00 | 2,645.00 | 2,645.00 |
| Swings | IP173592A-001 | 1 EA | Oodle Swing DB Only | 6,146.00 | 6,146.00 | 6,146.00 |
| | IP174018A-001 | 3 EA | Belt Seat - Proguard Chains For 8' Beam Height | 138.00 | 138.00 | 414.00 |
| | IP176038A-001 | 2 EA | Full Bucket Seat - Proguard Chains For 8' Beam Height | 391.00 | 391.00 | 782.00 |
| | IP177332A-001 | 1 EA | Single Post Swing Frame - 8' Beam Height Only | 1,426.00 | 1,426.00 | 1,426.00 |
| | IP177333A-001 | 2 EA | Single Post Swing Frame - Additional Bay 8' Beam Height Only | 1,058.00 | 1,058.00 | 2,116.00 |
| | IP177351A-001 | 1 EA | Molded Bucket Seat (5-12 Yrs) W/harness - Proguard Chains For 8' Beam Height | 957.00 | 957.00 | 957.00 |
| | | | | | **PlayBooster 5-12 Total:** | $100,996.00 |
| **Weevos** | | | | | | |
| Bridges & Ramps | WV164178A-001 | 1 EA | Boppity Bridge DB | 6,992.00 | 6,992.00 | 6,992.00 |
| Climbers | IP120710A-001 | 2 EA | Pod Climber 8" DB | 313.00 | 313.00 | 626.00 |
| | IP158997A-001 | 2 EA | Pod Climber 10" DB | 313.00 | 313.00 | 626.00 |
| | WV173573A-001 | 1 EA | Wee Planet Climber DB | 3,050.00 | 3,050.00 | 3,050.00 |
| Kids In Motion | WV164173A-001 | 1 EA | Twirly Bar DB | 662.00 | 662.00 | 662.00 |
| | WV173581A-001 | 1 EA | Marble Panel DB | 3,174.00 | 3,174.00 | 3,174.00 |
| Mainstructures | WV164170A-001 | 1 EA | Weevos 3 Arch Mainstructure DB Only | 3,712.00 | 3,712.00 | 3,712.00 |
| Signs | IP182503A-001 | 1 EA | Welcome Sign (lsi Provided) - Ages 2-5 Years Direct Bury | 0.00 | 0.00 | 0.00 |
| Slides & Gliders | WV164174A-003 | 1 EA | Cozy Coaster Slide - W/astm Handrail DB - W/stairs Under Large Arch | 7,429.00 | 7,429.00 | 7,429.00 |
| nels | WV173574A-002 | 1 EA | Wee Crawl Tunnel DB | 3,740.00 | 3,740.00 | 3,740.00 |
| | | | | | **Weevos Total:** | $30,011.00 |
| | | | | | Product Subtotal: | $131,007.00 |
| | | | | | Signed & Sealed Engineering: | $4,850.00 |
| | Freight: Prepaid | Ship Method: Best Way | FOB: Destination | Weight: 7,149 lbs | Freight Charge | $10,530.00 |
| | | | | | **Landscape Structures Total:** | $146,387.00 |

**Vendor:** LSI SkyWays **Proj Drawings:** 1152991-01-06 584663

| Class | Part No | Qty | Description | Unit Price | Net Price | Ext Price |
|---|---|---|---|---|---|---|
| Custom | CP001097 | 5 EA | Skyways Template-Steel Anchor Bolt/Base Plate Template | 147.00 | 147.00 | 735.00 |
| Shade | IP227369G-001 | 1 EA | SkyWays Hip 24'x24' Shade 12' Entry Height w/Rapid Release | 10,158.00 | 10,158.00 | 10,158.00 |
| **PlayBooster 5-12** | | | | | | |
| Custom | CP024787 | 1 EA | Skyways 30ft Dia. 7-post Netplex Disk Shade With Rr - Spread Footing / With Rapid Release / Note: A Separate Freight Quote From Dallas Skyways Facility Is Required For This Model. | 31,458.00 | 31,458.00 | 31,458.00 |
| Shade | IP237668E-001 | 1 EA | Skyways Single Post Pyramid 10'x10' Shade - 8' Entry Height W/rapid Release | 5,272.00 | 5,272.00 | 5,272.00 |
| | IP237670H-001 | 1 EA | Skyways Single Post Pyramid 14'x14' Shade - 14' Entry Height W/rapid Release | 7,424.00 | 7,424.00 | 7,424.00 |
| | | | | | Product Subtotal: | $55,047.00 |
| | | | | | Signed & Sealed Engineering: | $4,120.00 |
| | Freight: Prepaid | Ship Method: Best Way | FOB: Destination | Weight: 895 lbs | Freight Charge | $4,536.00 |
| | | | | | **LSI SkyWays Total:** | $63,703.00 |

**Vendor:** No Fault Sports Group **Proj Drawings:** 1152991-01-06 585181

| Class | Part No | Qty | Description | Unit Price | Net Price | Ext Price |
|---|---|---|---|---|---|---|
| facing | EPDM8C2 | 1 LT | EPDM Poured in Place Safety Surfacing. Two Color Blends 50% Black/50% Standard Color, 3.5" thick at 8' CFH | 92,453.40 | 92,453.40 | 92,453.40 |
| | | | | | **No Fault Sports Group Total:** | $92,453.40 |

**endor:** Engineered Wood Fiber supplied by Rep Services **Proj Drawings:** 1152991-01-06 584666

| Class | Part No | Qty | Description | Unit Price | Net Price | Ext Price |
|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| Surfacing | EWF-HIGHLAND | 65 CY | Engineered wood fiber mulch supplied and installed, 12" depth. | 43.75 | 43.75 | 2,843.75 |
| | | | Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge | | | Included |
| | | | **Engineered Wood Fiber supplied by Rep Services Total:** | | | $2,843.75 |

**.stallation By RSI Installer: The scope includes the following, as required:** 584667

| Item | Qty | Description |
|---|---|---|
| INS-LSI | 1 LT | Equipment Installation - Landscape Structures 1152991-01-06 |
| INS-SKY | 1 LT | Equipment Installation - LSI SkyWays Shade: (1) 24x24 Hip, (1) Netplex Shade, and (1) 10x10 Single Post Pyramid |
| INS-CON FT | 1 EA | Install concrete footing for Single Post Shade |
| INS-CON FT | 1 EA | Install concrete footing for integrated shade |
| INS-CON FT | 4 EA | Install (4) concrete footings for Hip Shade |
| INS-CON FT | 1 EA | Install concrete footing for Netplex |
| SITE WORK | 1,235 SF | Excavation of 1435 sf for EWF area |
| SITE WORK | 4,429 SF | Excavation of 4390 sf |
| INS-SURFACING SUBBASE | 4,429 SF | Install subbase for surfacing |
| INS-CON CURB | 296 LF | Installation of concrete curbing |
| OTHER | 1 EA | Crane/Lull rental, Concrete pump, and disposal of spoils |
| | | **RSI Installer Total:** $144,297.43 |

**General Terms of Sale and Proposal Summary**

100% of product prior to fabrication

| | |
|---|---|
| **Product:** | $290,321.15 |
| **Installation:** | $144,297.43 |
| **Freight:** | $15,066.00 |
| **Proposal Total:** | $449,684.58 |

**Notes**

**)TE: If a bond is required, 3% ($13,476.25) of the total project will be added.**

**`asis of Proposal:**
Our proposal is based upon Landscape Structures design 1152991-01-06

*(This schedule starts when all needed information to direct engineering has been gathered.)*
8 Weeks: Engineering & Submittals
4 Weeks +/- Permitting
24 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
4 Weeks Installation of equipment and safety surfacing.
41 Weeks TOTAL WEEKS
*Note that RSI is committed to do all it can to meet the needs of your project.*

**Landscape Structures:**
When placing an order, please select colors from those shown on pages 284-287 of the catalog.

Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

The Seat Strap (for the Molded Bucket Seat) is not IPEMA Certified. It is intended for use in supervised areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

**SkyWays Shade by LSI:**
SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Note that the fabric is to be removed by the owner should winds exceed 75MPH.

**Tot Turf Poured in Place Surfacing:**
This quotation is for material, freight and installation.
Owner or Owner's contractor is responsible for:
- Please specify color when ordering.
- Security of the site during cure time (typically 48 hours).

**Installation:**
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

To Be Provided by customer:

- Access for machines and labor crew to equipment installation location.
- Storage or Staging area.
- Permit Fees assessed by the Building Dept.
- Signed & sealed site plan or survey.
- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Geotechnical Report.
- Tree survey.
- Site security.
- Dumpster.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

If, during the performance of this contract, the price of an input increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *an input* is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of an input, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

e undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or incipal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. hould it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

| Sun 'n Lake of Sebring Improvement District | Christopher Strawn | 10/11/22 |
|---|---|---|
| Company Name | Authorized By | Printed Name | Date |

As Its: General Mgr (Title)

**RESOLUTION NO. 2021-08/27-28**

**A RESOLUTION OF THE SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT TO OBTAIN NEW PLAYGROUND EQUIPMENT BY PIGGYBACKING ON AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND REP SERVICES DATED JUNE 3, 2019.**

**WHEREAS**, the Sun 'n Lake of Sebring Improvement District (hereinafter "District") was created by Ordinance Number 74-4, Highlands County, Florida, as codified at Section 9-81, et seq., Code of Ordinances, Highlands County, Florida, as amended from time to time (hereinafter "Enabling Act"); and

**WHEREAS**, the District wishes to purchase new playground equipment for the Community Center complex; and

**WHEREAS**, pursuant to Highlands County Code of Ordinances Section 9-98(d), the District is permitted to piggyback on bids submitted by the lowest and best bidder under a competitive bidding process of another governmental entity, including a county, school board, or other municipality, which bid process was completed within 12 months prior to the purchase; and

**WHEREAS**, REP SERVICES ("REP") was awarded a contract on JUNE 3, 2019 to provide and install playground equipment in response to a formal Request for Proposal #18/19-2 by CLAY COUNTY, FLORIDA, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, District personnel have contacted REP and confirmed the prices listed on the bid submitted to CLAY COUNTY, FLORIDA will be honored for the District; and

**WHEREAS**, the District has sufficient funds in the budget to fund the project; and

**WHEREAS**, the Board of Supervisors has determined that, pursuant to Section 9-98(d), the expenditure is exempted from the competitive bidding process as the District can piggyback on the contract between REP and CLAY COUNTY, FLORIDA and it is in the best interest of the District to enter into an agreement with REP to provide and install the playground equipment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Sun 'n Lake of Sebring Improvement District as follows:

1. That the "WHEREAS" clauses above are true and correct and incorporated herein by reference.

**[SIGNATURES ON FOLLOWING PAGE]**

2. That the Interim General Manager is directed to negotiate and execute a contract with Rep for providing and installing playground equipment for the District based on the contract with Clay County, Florida attached hereto as Exhibit A.

3. That all Resolutions or parts of Resolutions that are in conflict herewith be and the same are hereby revoked.

**APPROVED AND ADOPTED** by the Board of Supervisors of the Sun 'n Lake of Sebring Improvement District of Highlands County, Florida, this 27th day of August, 2021.

**SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT**

Michael Gilpin, President
Board of Supervisors

Attest:
Christian Hardman, Board Secretary

(SEAL)

POLSTON ENGINEERING
EARTHWORK ESTIMATES - SUN N LAKE PLAYGROUND PROJECT
FEBRUARY 2023

EARTHWORK

DE-MUCKING

| | THICKNESS | | | | PRICE / YD | |
|---|---|---|---|---|---|---|
| OVERBURDEN (CUT) | 28 | 23450 CU FT | 868.52 CU YD | | $ 6.00 | $ 5,211.11 |
| MUCK REMOVAL (CUT AND HAUL AWAY) | 15 | 12562.5 CU FT | 465.28 CU YD | | $ 15.00 | $ 6,979.17 |
| OVERBURDEN (FILL) | 28 | 23450 CU FT | 868.5185 CU YD | | $ 6.00 | $ 5,211.11 |
| FILL MATERIAL | 40 | 33500 CU FT | 1240.74 CU YD | | $ 18.00 | $ 22,333.33 |
| | | | | | | $ 39,734.72 |

EARTHWORK (WORST CASE)
DE-MUCKING

| | THICKNESS | | | | PRICE / YD | |
|---|---|---|---|---|---|---|
| MUCK REMOVAL (CUT AND HAUL AWAY) | 43 | 36012.5 CU FT | 1333.80 CU YD | | $ 15.00 | $ 20,006.94 |
| FILL MATERIAL | 55 | 46062.5 CU FT | 1706.02 CU YD | | $ 18.00 | $ 30,708.33 |
| | | | | | | $ 50,715.28 |
| GRADING | 12 | 10050 CU FT | 372.22 CU YD | | $ 22.00 | $ 8,188.89 |

# Existing 2-5 Year Olds Playground



# Existing 5-12 Year Olds Playground




Existing Swing Set Area

| # | OTHER (PLEASE SPECIFY) | DATE |
|---|---|---|
| 1 | Cricket ground at the play ground. | 10/2/2020 7:22 AM |
| 2 | We need cricket pitch for cricket players. | 10/2/2020 6:51 AM |
| 3 | Cricket pitch and tennis practice board | 10/1/2020 10:30 PM |
| 4 | We need cricket ground | 10/1/2020 10:07 PM |
| 5 | Cricket pitch | 10/1/2020 10:07 PM |
| 6 | Cricket pitch on the ground by the lake | 10/1/2020 10:03 PM |
| 7 | Cricket pitch | 10/1/2020 9:54 PM |
| 8 | Movie nights , farmers market | 10/1/2020 9:38 PM |
| 9 | Cricket pitch by the lake ground area | 10/1/2020 9:16 PM |
| 10 | cricket pitch | 10/1/2020 8:56 PM |
| 11 | Cricket pitch at play ground; we have whats up group called sebring cricket club and has 20 plus members living in sun n lake for more than 10yrs. We play every sunday cricket at the play ground. But we lack even ground and a cricket pitch. | 10/1/2020 8:45 PM |
| 12 | The playgrounds are in poor condition. The small children's area has had a slide that has been missing for over 3 years and now it's an open area that a child can fall out of. It would be nice to update the playground areas with something similar to the YMCA park. That park is covered which is so nice in the summer when everything gets so hot! Thank you for your consideration. | 9/24/2020 8:29 PM |
| 13 | -Sunshades over playgrounds & swings. -Shaded benches inside the playground fences. -Walking/running path/track with distance markers close to play areas. Then parents could walk/run while older children played. -Have the ability to easily turn the 'splash' toys off/on. -Hot tub -Add sunshades to the pool deck area. -Continue sidewalk to the end of Granada. Add a sidewalk to Orduna. People drive way too fast and its too small of a road for cars and walkers to safely share. | 9/24/2020 9:15 AM |
| 14 | Miniature golf would be an awesome addition | 9/23/2020 6:08 PM |
| 15 | Mini golf course would be fun. A chance for families to enjoy fun golf and together time. Not ALL OF US live for playing regular golf! | 9/23/2020 3:51 PM |
| 16 | Would love to have a lap pool. | 9/8/2020 10:32 AM |
| 17 | The one thing I could use here in a place to store a large boat , R.V. , or large trailer . If not... then at least allow us to store them on our property ! | 9/5/2020 6:34 PM |
| 18 | Dog park was put in bad locations for parking. Could have been located at north or south end of Edgewater Drive. It is not plesant to live across from dog park or for them to use a residents address for the location. | 9/5/2020 5:48 PM |
| 19 | We need to do a better job maintaining what we have and not add anything additional. | 9/5/2020 4:37 PM |
| 20 | Canoe rentals | 9/5/2020 3:03 PM |
| 21 | Complete a path to the bike/hike trail head with street lighting. More bike trails geared toward single track/ MT bike trails with board paths and banked turns? | 9/4/2020 8:22 PM |
| 22 | I would like to see a Primo water station available for filtered water refills https://primowater.com/ | 9/4/2020 3:40 PM |
| 23 | None | 9/4/2020 10:37 AM |
| 24 | Playgrounds: Needs ground mulch/liner fixed refilled. Some parts are missing off certain play areas. Basketball courts usually need nets on the ends, padding on poles. Fitness Center could use heavier dumbells and a better barbell system at minimum. Most of the bars are bent. An expansion overall would be nice. It's very tight in there with more than 2 people and now the equipment is hard to manipulate because it's crammed. Although the new equipment was a nice addition. The leg machine needs to be adjusted. There is slack in the cable causing it to come off the hinge and not work efficiently. | 9/4/2020 8:48 AM |

| | COMMENT | DATE |
|---|---|---|
| 1 | Poor lighting by the basketball courts. | 10/1/2020 9:38 PM |
| 2 | Lighting would be good. | 9/27/2020 4:07 PM |
| 3 | Sometimes there are teens by the playground area and on the basketball courts that are cursing and playing vulgar music. I personally have asked them to watch their language. | 9/24/2020 8:29 PM |
| 4 | But....kids should not be out hanging around after dark. There is always a chance for danger. Daytime is not a problem. | 9/23/2020 3:51 PM |
| 5 | Lighting in the parking lot of the community center is poor | 9/17/2020 10:16 PM |
| 6 | The playground is WAY too SMALL!!!!!!!! They've taken forever to fix broken parts on the playground TOO! NEEDS Shade as WELL!! MORE SWINGS! A Splash pad by the Playground as well. Some people always can't afford a yearly membership or day to day when they can come. More water fountains. A working soda machine too. Machine is always broke. | 9/16/2020 10:30 AM |
| 7 | The playground has black material that has come thru the rocks and is a serious danger for tripping that could result in bodily harm. It has been this way for at least 2 years. | 9/8/2020 4:20 PM |
| 8 | Cars go too fast on Edgewater drive. Most increase speed by the time they get to dog park. | 9/5/2020 5:48 PM |
| 9 | there seems to be some drug dealing by the basketball courts.... the people there don't seem to be residents of SNL | 9/5/2020 8:45 AM |
| 10 | Getting down SNL blvd via bike or walking once south of Cortez is unsafe due to the lighting no safe way to get off the road with traffic and speeds of drivers. More street lights and a paved cart path would assist the matter | 9/4/2020 8:22 PM |
| 11 | The land behind the lake/pool area had a homeless person's camp set up. I called our security department and was told "it is not our problem, we don't own that area". But people walk to and from the facilities everyday using it. Either correct the problem or close the pathway. | 9/4/2020 5:36 AM |
| 12 | Since the door is locked(from the outside) when we have ♀ yoga I feel much safer. Last year the door would open at will...just a dog walking by would open on its own. | 9/3/2020 9:52 PM |
| 13 | additional lights are needed in parking lot of community center | 9/3/2020 4:39 PM |
| 14 | THE PLAYGROUND NEEDS TO BE UP DATED STURDIER AND MORE HEAT SUITABLE...IT'S IN DIRECT SUN AND NEEDS TENTS OR SHADE SPOTS FOR COOLING OFF SAFETY...EVEN SPINKLERS?? | 9/3/2020 10:46 AM |
| 15 | Would like increased lighting in the entranceway and parking lot at the community center | 9/3/2020 9:28 AM |
| 16 | I do not us any of the facilities at night | 9/2/2020 10:53 PM |
| 17 | Teenagers acting wild at times and littering. | 9/2/2020 8:55 PM |
| 18 | At times the park is not child friendly with the older youth using profanity. | 9/2/2020 8:41 PM |
| 19 | Can get pretty crazy around BB courts and playground at times. If we go there I will be with my grandkids. | 9/2/2020 8:39 PM |
| 20 | The parking lot and main driving lanes around the rec hall requires more lighting. Proper lane lines also to be improved. | 9/2/2020 7:21 PM |
| 21 | Basketball area | 9/2/2020 7:17 PM |
| 22 | The Basketball courts only. | 9/2/2020 6:13 PM |
| 23 | Often rough/rude teens/young adults in basketball courts/playground area | 9/2/2020 5:33 PM |
| 24 | Unsupervised children | 9/2/2020 5:19 PM |
| 25 | Rude persons in pavilion near playground Foul language | 9/2/2020 4:46 PM |
| 26 | I think more security is needed with the way things are right now | 9/2/2020 4:39 PM |
| 27 | Concerning the question on "if we would pay more". I would contribute some but we need golfers to move here and support the club and restaurant. If you raise the dues to support the bochhie ball or horseshoes, we won't attract the golfers!! | 9/2/2020 4:31 PM |

# AFFIDAVIT OF PUBLICATION

**HIGHLANDS NEWS-SUN**
**Published – Daily**
**SEBRING, HIGHLANDS COUNTY, FL**

**STATE OF FLORIDA,**
**COUNTY OF HIGHLANDS**

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida;
NOTICE OF PUBLIC MEETING
SEPTEMBER 24, 2021
was published in said newspaper in the issues
SEPTEMBER 18, 2021
Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 20th day of September 2021

Ramona D Washington

Notary Public

(Notary Stamp)

ROMONA D WASHINGTON
Commission # GG 293545
Expires June 28, 2023
Bonded Thru Budget Notary Services

**NOTICE OF PUBLIC MEETING**

**SUN N LAKES OF SEBRING**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Notice is given that the Sun 'n Lakes of Sebring Improvement District will hold a special meeting to discuss the proposed FRDAP project. The FRDAP program is designed to fund recreational improvements such as ball fields, playgrounds, picnic facilities, support facilities like bathrooms and trails. The District is proposing to fund playground equipment, replacement and new, at the Sun 'n Lake of Sebring Recreation Complex. They also proposed to install picnic facilities.

The meeting will be held at 10:30 AM in the Sun 'n Lake Community Center (3500 Edgewater Drive, Sebring, FL, 33872) immediately following the Regularly Scheduled Board of Supervisors Meeting on September 24, 2021. The public is invited to attend to hear a summary of the project and the give comments into the proposed project. This special meeting will be for discussing the FRDAP project only. Those needing handicap accommodation can call Christian Hardman at (863) 382-2196 or email chardman@snldistrict.org

Sept. 18, 2021

REVIEWED
O.M.B DEPARTMENT
April 28, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/20/2023** SUBMITTED BY: **Lance Marine**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **6101A**

PROJECT(S) #: **22063** PROJECT TITLE(S): **SNL of Sebring Playground Structures** COST CENTER TITLE(S): **Recreation Dept 151**
*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| **E** | **151** | **6101A** | **56300** | **Improvements Other Than** | | **610,885.19** | | **108,500.00** | **502,385.19** |
| **E** | **151** | **6101A** | **58100Z** | **Aid to Government Agency Proj** | **22063** | **0.00** | **108,500.00** | | **108,500.00** |
| | | | | | | | | | |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |
| | | | | | | | | | **0.00** |

REASON: **To allocate RPAC funds into Project # 22063 for the construction of Playground & shade structure, safety surface and picnic tables at the SNL Sebring Recreation Center.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

Signature: _____

Date: ____ / ____ / ____

**REQUEST #** **22-23-092**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

**TRANSFER TYPE:**

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

Distribution: ____ Accounting ____ Purchasing ____ Department

**Form Revised 10/11/2010**

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Lance Marine, Parks & Facilities Director**

**SUBJECT/TITLE:** **Request approval of a Contract between Otis Elevator Company and Highlands County Board of County Commissioners.**

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## STATEMENT OF ISSUE

On December 14, 2022, the County issued a Request for Proposal 22-006 for Preventative Maintenance, Inspection, and Repair Service of Elevators. The County received two (2) proposals, which were opened on February 9, 2023. The evaluation committee reviewed the proposals and recommended awarding a contract to Otis Elevator Company. Attached is a contract between Otis Elevator Company and the Highlands County board of County Commissioners for presentative maintenance, inspections, and repair services on elevators in County buildings. The term of this contract will be for a period of three (3) years upon execution by the County and may be extended for two additional periods of one (1) year each.
The annual preventative maintenance cost for the (9) elevators is $12,696. Each elevator will be inspected annually, as required by the State of Florida at a total cost of $2,385. With the exception of inspection fees, costs will increase three percent for each subsequent year.

## RECOMMENDED ACTION

**Move to approve the Contract between Otis Elevator Company and the Highlands County Board of County Commissioners for preventative maintenance, inspection and repair services for elevators in County-owned buildings.**

## FISCAL IMPACT

The fiscal impact is budgeted in Fund 005 (General) cost center 2672 (Facilities Management) accounts 53400 (Contractual Services) and 54600 (Repair & Maintenance).

Attachments: 23-006 Otis Elevator Agreement.SGS - signed.pdf

## AGREEMENT

**THIS AGREEMENT** is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Otis Elevator, 8403 Benjamin Rd., Suite E, Tampa, Florida 33634, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has competitively solicited for Elevator Maintenance, Inspection, and Repair Services, pursuant to the COUNTY's Purchasing Policy and ITB-23-006-LLK; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-006-LLK; and,

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

**SECTION 1. RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. TERM.**

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for two additional periods of one (1) year each.

**SECTION 3. SCOPE OF SERVICES.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

**SECTION 4. WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

**SECTION 5. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 6. STANDARD OF CARE.**

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 7. COMPENSATION.**

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the

COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

**SECTION 8. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.**

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

**SECTION 10. INSURANCE.**

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: Three Hundred Thousand Dollars ($300,000) per accident,

      **OR**

   b. Bodily Injury: Three Hundred Thousand Dollars ($300,000) per person,

      **AND**

Property Damage: One Hundred Thousand Dollars ($100,000) per accident;

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

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

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

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

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

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

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR

shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

**SECTION 11. COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 12. ENTIRE AGREEMENT.**

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

**SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

**SECTION 14. PUBLIC RECORDS**.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**SECTION 15. INDEPENDENT CONTRACTOR.**

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

**SECTION 16. APPLICABLE LICENSING.**

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

**SECTION 17. COMPLIANCE WITH ALL LAWS.**

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

**SECTION 18. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

**SECTION 19. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the

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

**SECTION 20. BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 21. ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

**SECTION 22. SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

**SECTION 23. WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 24. NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

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

*Copy to:* Board of County Commissioners of Highlands County
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Otis Elevator
Attn: Ashley Sullivan
8403 Benjamin Rd, Suite E
Tampa, Florida 33634
Ashley.Sullivan@otis.com

**SECTION 25. MODIFICATION.**

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

**SECTION 26. HEADINGS.**

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

**SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.**

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

**SECTION 28. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

**SECTION 29. PUBLIC ENTITY CRIMES.**

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

**SECTION 30. JOINT AUTHORSHIP.**

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

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

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

**SECTION 32. AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

**SECTION 33. SOVEREIGN IMMUNITY.**

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

**SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

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

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

**SECTION 35. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.**

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

**SECTION 36. ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

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

**BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY**

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

**CONTRACTOR**

By: Emily Seach

Print: Emily Seach

Title: General Manager

**STATE OF FLORIDA**
**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Emily Seach, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4 day of May, 2023.

(stamp)

_____
NOTARY PUBLIC, State of Florida

DEVON CLAY GARNETT
Notary Public - State of Florida
Commission # HH 40238
My Comm. Expires Sep 8, 2024
Bonded through National Notary Assn.

## SCOPE OF WORK AND SPECIFICATIONS

A. Contractor shall provide complete preventive maintenance, all required inspections, and repair services as authorized for elevators in County owned buildings. Proper elevator system operation and satisfactory regulatory compliance is essential to a core function of the County, therefore, downtime must be kept to a minimum.

1. EQUIPMENT: The Contractor shall be responsible for supplying all specialized equipment required for the proper daily operation, preventative maintenance, maintenance of the elevator systems necessary to facilitate prompt diagnosis, correction and repair or replacement without undue delay.
2. LIST OF ELEVATORS:

| | LOCATION | MAKE | ID # |
|---|---|---|---|
| ***The following elevators will require services beginning at contract start date.*** | | | |
| **1.** | ANNEX<br>501-505 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241U | 320804 |
| **2.** | GOVERNMENT CENTER<br>540-600 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241K1 | 52493 |
| **3.** | GOVERNMENT CENTER<br>540-600 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241K1 | 52713 |
| **4.** | HIGHLANDS COUNTY COURTHOUSE<br>430 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241U | 84287 |
| **5.** | HIGHLANDS COUNTY COURTHOUSE<br>430 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241U | 84288 |
| **6.** | HIGHLANDS COUNTY COURTHOUSE<br>430 S. Commerce Ave., Sebring | Otis Hydraulic<br>AAA21241U | 84289 |
| **7.** | HIGHLANDS COUNTY COURTHOUSE<br>430 S. Commerce Ave., Sebring | Otis<br>CABLE | 6716 |
| **8.** | HIGHLANDS COUNTY SPORTS COMPLEX<br>(Concession)<br>205 Sheriff's Tower Rd., Sebring | Incline Platform Lift | 095668 |
| **9.** | HIGHLANDS COUNTY SPORTS COMPLEX (Baseball)<br>216 Sheriff's Tower Rd., Sebring | Vertical Platform Lift | 094249 |

3. PARTS: The Contractor shall be responsible for providing all required replacement parts necessary for the performance of the Contract. Parts for Preventive Maintenance and callback service for electrical or mechanical malfunctions due to normal wear and use shall be included at no additional cost to the County. Parts for service outside of preventive maintenance and callback service required to correct vandalism or misuse of equipment shall be billed to the County.
   In the event of a system failure or mechanical breakdown, the Contractor shall be responsible for obtaining the parts required to make the needed repairs. All replacement parts shall be specifically designed for the equipment on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer ("OEM") of the equipment or from suppliers that can

provide those OEM original parts. Parts purchased from suppliers other than OEM are those parts which are regularly supplied to the original manufacturer and are approved by the OEM original equipment manufacturer for use in their systems. In the event the Contractor requires non-OEM replacement parts, the Contractor shall first submit a list of such parts to the Project Manager and receive prior written approval. If use of non-OEM parts is approved in writing by the Project Manager, those non-OEM parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance.

The County acknowledges that Contractors utilize thousands of parts that may vary between suppliers and manufacturers depending on the individual repair needs for each repair event. Therefore, all parts Contractor provides shall be considered as a part of the Contract. The County will pay the Contractor the actual cost for all parts for service outside of preventive maintenance that are utilized in the performance of the Contract plus the Contractor specified markup not to exceed fifteen percent (15%). The Contractors actual cost for a part includes the following:

a. The Contractor's acquisition cost from the manufacturer or supplier; and
b. The shipping cost charged by the manufacturer or supplier to get the part to the Contractor's location; or
c. The shipping cost incurred by the Contractor to direct ship the part to the County location.

For all parts costing more than one hundred dollars ($100.00) each, the Contractor shall include with its invoice the copy of the Contractors' invoice and documentation of all credits, discounts, rebates, and other adjustments received by the Contractor, and the County will pay for the part, including the costs delineated above, where applicable, plus the Contractor specified markup not to exceed fifteen percent (15%).

For parts costing less than one hundred dollars ($100.00) each, the Contractor shall not be required to include the Contractor's original invoice for the part. The County will pay for the part at the quoted cost, which shall include all credits discounts, rebates and other adjustments received by the Contractor, including the costs delineated above, where applicable, plus the Contractors specified markup not to exceed fifteen percent (15%).

The Contractor must maintain sufficient parts in inventory, at its own facility, including parts of the latest technology to meet the normal and emergency requirements of the Contract.

4. PREVENTIVE MAINTENANCE:

a. Performance: Maintenance services shall be provided during the County's regular business hours. Preventive maintenance shall be performed in accordance with each elevator's manufacturer's recommendation. The Contractor shall maintain the original contract speed for each elevator car in feet per minute and the original performance time, which includes acceleration and retardation as designed and installed by the manufacturer. The Contractor shall perform the necessary adjustments as required to maintain the original door opening and closing time in accordance with original manufacturer's specifications. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications.

b. Scheduling: Contractor shall coordinate with the Project Manager to schedule the preventive maintenance of elevators.

c. Record keeping: Contractor shall maintain an elevator maintenance record for each elevator as required for compliance with local, state, and federal laws, regulations, and/or codes. A

copy of each elevator maintenance record shall be provided to the Project Manager upon completion of work.

d. Minimum service requirements:

1) The Contractor shall conduct customary annual no load tests for traction elevator systems at no additional cost to the County.

2) The Contractor shall perform pressure relief tests and static tests on hydraulic elevators as required at no additional cost to the County.

3) The Contractor shall perform, where applicable, the five (5) year full load test for traction elevator systems. Pricing for the five (5) year full load test for traction elevator systems shall be listed on the Contractor's invoice as an additional cost item per elevator system at each site where required.

4) Cleaning of the following:
   - machines
   - controllers
   - selectors
   - motor generator sets
   - machine rooms
   - hoist ways
   - pits
   - car tops

5) Oiling, greasing, and adjusting parts as conditions require before the factor of safety has been dangerously reduced on any part of the entire elevator equipment, including, but not limited to:
   - machine
   - motor
   - generator
   - controller parts
   - worm gears
   - thrusts
   - bearings
   - brake magnet coils or brake motors
   - brake shoes
   - brushes
   - commutators
   - rotating elements
   - contacts
   - coils resistance for operating and motor Index circuits
   - magnet frames
   - winding engines
   - signal system and light bulbs for signals
   - electric and mechanical appliances
   - hatchway rails
   - guides

- guide shoes
- traveling equipment
- safety appliances
- wire ropes
- door equipment
- pumps and pump motors
- operating valves and valve motors
- leveling valves
- cylinder head
- plunger exposed surfaces
- plunger gland and packing
- exposed piping, fittings, and flexible pipe connections
- operating control
- check and relief valves
- gauges
- storage, discharge, pressure and vacuum tanks

6) During Preventative Maintenance service, identifying parts in need of repair of replacement is imperative. The Contractor will submit a written quote detailing the work/repair required, listing the labor, material, and other charges necessary to perform the repair to the Highlands County Facilities Department prior to completing any work. Unless a deficiency is found to be caused by a lack of Preventative Maintenance by the Contractor, these repairs will be treated as a Service Call.

7) Renew guide shoe gibs or guide rollers when this is necessary to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated

8) Renew all wire ropes as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, and repair or replace conductor cables, and all other mechanical and electrical parts necessary to maintain the elevators in proper operating condition

9) The Contractor, where applicable, shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer, and shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable local, state, and federal laws, regulations, and/or codes.

10) The Contractor, where applicable, shall check Group Supervisory and Controlling Systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the original manufacturer. As such, the Contractor is required to maintain all applicable software applications allowing for the performance of these services for each manufacturer's elevator.

11) The County will conduct a monthly Fire Service Test and maintain an inspection log for each elevator. The Contractor is also required to perform a Fire Service Test upon each visit for Preventative Maintenance and record the inspection in their service report.

12) During these examinations, the components listed in the Check Chart are to be inspected and necessary work shall be performed relative to regulatory compliance testing, cleaning, lubrication, and adjustment of the equipment. If Check Charts are not maintained and updated, the County will deem, and the Contractor consents, that the work will not have been completed according to the terms of the Contract. The components shall be checked in accordance with the schedule shown in the Check Chart.

5. INSPECTIONS:
    a. Performance: Inspections shall be provided during the County's regular business hours. Inspections shall be performed in accordance to and compliance with local, state, and federal laws, regulations, and/or codes to ensure the County's elevators are in full compliance with any and all laws, regulations and/or codes.
    b. Scheduling: Contractor shall coordinate with the Project Manager to schedule the inspections of elevators.
    c. Record keeping: The Contractor shall maintain an Elevator Maintenance Record for each unit as required for compliance with local, state, and federal laws, regulations, and/or codes. A copy of each record shall be provided to the Project Manager upon completion of the work. If the Elevator Maintenance Record is not maintained and updated, the County will deem, and the Contractor consents, that the work will not have been completed according to the terms of the Contract.
6. SERVICE CALLS:
    a. Any work outside the scope of service of "Preventative Maintenance" found to be necessary for the safety, operation and/or regulatory compliance of the systems and associated components of the Contract shall be brought to the attention of the Project Manager immediately. The Contractor shall submit a quote explicitly detailing the work required and listing the labor, material, and other charges or items necessary to perform the service to the Project Manager prior commencing any work. The Project Manager shall provide Contractor written approval prior to any work performed by the Contractor. The quote approved by the Project Manager in writing shall constitute approval for the performance of the work.
    b. The County reserves the right to the following without affecting the terms and conditions of the Contract:
        - Place any work not covered by the Scope of Work relative to this ITB and Contract out for bid.
        - Employ other persons and/or companies to test the condition, speed, and safety of the elevators as it may be deemed advisable or necessary by the County.
    c. Callback service: The Contractor shall provide twenty-four (24) hour per day, three hundred and sixty-five (365) days a year callback service. Callback service shall consist of the Contractor arriving at the worksite in response to the request of the Project Manager or his/her designated representative, at any time of day or night, as necessary to restore any elevator service. Within one hour of the request for service by the Project Manager or his or her designee, the Contractor shall contact the Project Manager or his or her designee to discuss and confirm the status of the requested callback service, including the anticipated time of arrival of the Contractor's technician(s) at the worksite. The Contractor must have adequate personnel available to provide callback service twenty-four (24) hours per day, three hundred and sixty-five (365) days per year. Quoted callback service rates will be paid for technician(s) time on the job. Rates will begin when the Contractor's technician signs in at the County facility. Travel time will be charged as a set fee (Trip Charge) and not as hourly rates. In the event that an elevator fails to operate, the Contractor shall restore that unit to service within twenty-four (24) hours of notification by the Project Manager or his/her

designated representative. Failure to restore the unit to operation within seventy-two (72) hours may result in cancellation of the Contract.

1. Definition of emergency service: Any equipment malfunction resulting in a life or equipment threatening situation such as, but not limited to, the following circumstances that shall be considered an "Emergency" by the County as represented by the Project Manager or his/her designated representative:
   (a) One (1) or more person(s) trapped in an elevator cab;
   (b) Presence of smoke or fire in elevator shafts or equipment rooms; and/or
   (c) Equipment operating continuously without human intervention.
2. Normal working hours' callback service: Normal working hours' callback service for electrical or mechanical malfunctions due to normal wear and use shall be at no additional cost to the County when performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding state holidays. Normal working hours' callback service required to correct vandalism or misuse of equipment performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding state holidays shall be charged to the County at the hourly rates specified in the Proposal documents.
3. After hours' callback service: After hours' callback service for electrical or mechanical malfunctions due to normal wear and use during times other than normal working hours shall be charged to the County for the overtime premium portion only of the hours worked at the rates specified in the Proposal documents. Overtime work must be approved in writing by the County Administrator or his/her designated representative, prior to overtime work commencing.

4. DEBRIS REMOVAL: Regardless of the type of service, the Contractor is responsible for the removal and responsible disposal of all debris and trash. The worksite is to be returned to its original condition every time before the Contractor's employee(s) leave the worksite.

**Exhibit "B"**
**Pricing Schedule**

## Pricing Schedule CORRECTIVE*

Revised Addendum 2 01/12/2023

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**
**PRICE SHEET FOR 23-006 ITB Elevator Maintenance, Inspection & Repair**

| | | | | Otis Elevator Company | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| LOCATION | ID# | ESTIMATED USAGE[3]/YEAR | UNIT of MEASURE | RATE/UNIT YEAR 1 | EXTENSION Year 1 | RATE/UNIT YEAR 2 | EXTENSION Year 2 | RATE/UNIT YEAR 3 | EXTENSION Year 3 |
| Example[3]: | | 4 | ANNUALLY | $25.00 | $100.00 | $26.00 | $104.00 | $26.50 | $106.00 |
| **1. Annual Preventive Maintenance Schedule (all-inclusive: labor, material, travel, etc.)** | | | | | | | | | |
| **Physical addresses listed at bottom of page** | | | | | | | | | |
| Annex 1 of 1 | 320804 | 4 | ANNUALLY | $375.00 | *$1,500.00 | $386.25 | *$1,545.00 | $397.84 | *$1,591.36 |
| GOVERNMENT CENTER 1 OF 2 | 52493 | 4 | ANNUALLY | $375.00 | *$1,500.00 | $386.25 | *$1,545.00 | $397.84 | *$1,591.36 |
| GOVERMNMENT CENTER 2 OF 2 | 52713 | 4 | ANNUALLY | $375.00 | *$1,500.00 | $386.25 | *$1,545.00 | $397.84 | *$1,591.36 |
| H.C. COURTHOUSE 1 OF 4 | 84287 | 4 | ANNUALLY | $405.00 | *$1,620.00 | $417.15 | *$1,668.60 | $429.66 | *$1,718.64 |
| H.C. COURTHOUSE 2 OF 4 | 84288 | 4 | ANNUALLY | $405.00 | *$1,620.00 | $417.15 | *$1,668.60 | $429.66 | *$1,718.64 |
| H.C. COURTHOUSE 3 OF 4 | 84289 | 4 | ANNUALLY | $405.00 | *$1,620.00 | $417.15 | *$1,668.60 | $429.66 | *$1,718.64 |
| H.C. COURTHOUSE 4 OF 4 **(OLD COURTHOUSE SECTION)** | 6716 | 4 | ANNUALLY | $480.00 | *$ 1,920.00 | $494.40 | *$1,977.60 | $509.23 | *$2,036.92 |
| H.C. SPORTS COMPLEX **BLDG** 1 OF 2 | 094249 | 2 | ANNUALLY | $354.00 | *$708.00 | $364.62 | * $729.24 | $375.56 | *$751.12 |
| H.C. SPORTS COMPLEX **FOOTBALL CONCESSION BLDG 2 of 2** | 095668 | 2 | ANNUALLY | $354.00 | *$708.00 | $364.62 | *$729.24 | $375.56 | *$751.12 |
| **2. Inspector's Fee (Annual inspection required by the State of Florida) (all-inclusive: labor, material, travel, etc.** | | | | | | | | | |
| Annex 1 of 1 | 320804 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| GOVERNMENT CENTER 1 OF 2 | 52493 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| GOVERMNMENT CENTER 2 OF 2 | 52713 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| H.C. COURTHOUSE 1 OF 4 | 84287 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| H.C. COURTHOUSE 2 OF 4 | 84288 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| H.C. COURTHOUSE 3 OF 4 | 84289 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| H.C. COURTHOUSE 4 OF 4 **(OLD COURTHOUSE SECTION)** | 6716 | 1 | ANNUALLY | $295.00 | $295.00 | $295.00 | $295.00 | $295.00 | $295.00 |
| H.C. SPORTS COMPLEX **BLDG** 1 OF 2 | 094249 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |
| H.C. SPORTS COMPLEX **FOOTBALL CONCESSION BLDG 2 of 2** | 095668 | 1 | ANNUALLY | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 | $265.00 |

| | | | | Otis Elevator Company | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| LOCATION | ID# | ESTIMATED USAGE[3]/YEAR | UNIT of MEASURE | RATE/UNIT YEAR 1 | EXTENSION Year 1 | RATE/UNIT YEAR 2 | EXTENSION Year 2 | RATE/UNIT YEAR 3 | EXTENSION Year 3 |
| **3. Five year full load safety test fee: (all-inclusive: labor, material, travel, etc.)** | | | | | | | | | |
| H.C. COURTHOUSE 4 OF 4 **(OLD COURTHOUSE SECTION)** | 6716 | 1 | /5 YEARS | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 | $300.00 |
| **REPAIR SERVICES** | | | | | | | | | |
| **4. Normal working hours' callback service labor rate for licensed mechanic[1]** | | | | | | | | | |
| ANY ELEVATOR | | 1 | /HOUR | $330.00 | $330.00 | $339.90 | $339.90 | $350.10 | $350.10 |
| **5. Normal working hours' callback service labor rate for helper[1]** | | | | | | | | | |
| ANY ELEVATOR | | 1 | /HOUR | $140.00 | $140.00 | $144.20 | $144.20 | $148.53 | $148.53 |
| **6. After hours' callback service labor rate for licensed mechanic[1]** | | | | | | | | | |
| ANY ELEVATOR | | 1 | /HOUR | $330.00 | $330.00 | $339.90 | $339.90 | $350.10 | $350.10 |
| **7. After hours' callback service labor rate for licensed helper[1]** | | | | | | | | | |
| ANY ELEVATOR | | 1 | /HOUR | $140.00 | $140.00 | $144.20 | $144.20 | $148.53 | $148.53 |
| **8. Markup on vendor supplied parts (not to exceed 15%) for repairs** | | | | | | | | | |
| ANY ELEVATOR | | 100 | PERCENTAGE | 15% | $115.00 | 15% | $115.00 | **15%** | $115.00 |
| **(Example: 100/hrs x 1% marekup percentage=$101.00 extended price[3])** | | | | | | | | | |
| **9. Trip charge [2](CALL BACK SERVICE ONLY-ONE PER EVENT)** | | | | | | | | | |
| ANY ELEVATOR | | 1 | TRIP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Annual Total (total of extended price for sections 1-9)** | | | | **Year 1 Total** | ***$16,466.00** | **Year 2 total** | ***$16,875.08** | **Year 3 total** | ***$17,296.42** |
| **ACTUAL GRAND TOTAL (total of Years 1, 2 & 3) written numerically ⇨** | | | | ***$50,637.50** | | | | | |

| | | |
|---|---|---|
| **Otis Elevator Company Submitted Bid Grand Total:** | **$77,313.00** | |
| **Difference** | * | ($26,675.50) |

* Denotes corrective totals above accepted by the Vendor

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: MAY 16, 2023**

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

**SUBJECT/TITLE:** **Request to approve and execute the plat of Christman Warehousing for recordation.**

---

## STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Christman Warehousing, which was prepared by Germaine Surveying, Inc. on behalf of the owner Unique Custom Carts, LLC. The land subdivision process has been completed for this portion of property located at 5795 US 98, Sebring, FL 33870, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and sighed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

## RECOMMENDED ACTION

**Move to approve and execute the plat of Christman Warehousing for recordation.**

## FISCAL IMPACT

There will be no additional fiscal impact, US 98 is maintained by the Florida Department of Transportation.

Attachments: Christman Warehousing_Location Map-11x17.pdf
Scanned Chrstman Warehousing Plat for Recordation 05.03.2023.pdf




| REVISIONS | | | STATUS |
|---|---|---|---|
| DATE | BY | DESCRIPTION | FOR INFORMATION |
| | | | |
| | | | |
| | | | |
| | | | |

G:\PROJECTS\Other Projects\CHRISTMAN WAREHOUSE\Christman Warehousing_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, JR., P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, JR., P.E.
IN CHARGE: J.D. LANGFORD, JR., P.E.
DATE: 5/3/2023

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402
DATE:

COUNTY OF HIGHLANDS 1921 STATE OF FLORIDA

# CHRISTMAN WAREHOUSING
## LOCATION MAP

SCALE:
HORIZ. 1"=150'
VERT. N/A

PROJECT NO. N/A
REV. 0

SHEET 1 OF 1

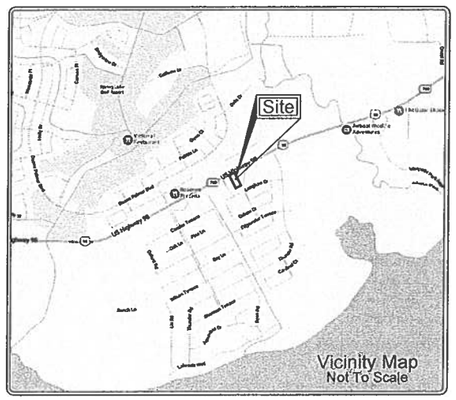
# CHRISTMAN WAREHOUSING

## A REPLAT OF A PORTION OF PARCEL "H", SPRING LAKE - VILLAGE VI IN PLAT BOOK 10, PAGE 21, HIGHLANDS COUNTY, FLORIDA LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 30 EAST, ALL IN HIGHLANDS COUNTY, FLORIDA.

DATE: MAY 1, 2023

**LEGAL DESCRIPTION:**
A PORTION OF THE WEST 1.5 ACRES OF PARCEL "H", SPRING LAKE - VILLAGE VI, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 21 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 595 FEET THEREOF; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PARCEL "H", SPRING LAKE - VILLAGE VI, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 21, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, THENCE NORTH 62°08'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL "H" FOR 595.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°08'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL "H," FOR 163.35 FEET; THENCE SOUTH 27°52'00" EAST, FOR 400.00 FEET TO THE SOUTH LINE OF SAID PARCEL "H;" THENCE SOUTH 62°08'00" WEST ALONG SAID SOUTH LINE, FOR 163.35 FEET; THENCE NORTH 27°52'00" WEST FOR 400.00 FEET TO THE POINT OF BEGINNING.




### GENERAL NOTES:

1) SYMBOL — INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL ▪ — INDICATES FOUND 3"X3" FCM NO IDENTIFACTION.
3) SYMBOL ● — INDICATES PERMANENT CONTROL POINT.
4) SYMBOL ▪ — INDICATES BEARING CHANGE
5) SYMBOL R= — INDICATES RADIUS
6) SYMBOL D= — INDICATES DELTA
7) SYMBOL L= — INDICATES LENGTH
8) SYMBOL CB= — INDICATES CHORD BEARING
9) SYMBOL CH= — INDICATES CHORD LENGTH
10) SYMBOL U&D EASE. — UTILITY & DRAINAGE EASEMENT
11) SYMBOL P.O.C. — POINT OF COMMENCE
12) SYMBOL P.O.B. — POINT OF BEGINNING
13) SYMBOL P.B. — PLAT BOOK
14) SYMBOL PG. — PAGE

15) BEARINGS BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98 AS BEING N62°08'00"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) EACH LOT TO BE SERVICED BY WELL, SEPTIC TANK AND DRAIN FIELD PER SPRING LAKE IMPROVEMENT DISTRICT.

22) ALL MATTERS CONTAINED ON THE PLAT OF SPRING LAKES VILLAGE VI, AS RECORDED IN PLAT BOOK 10, PAGE 21, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

23) GUYING EASEMENT CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 637, PAGE 882 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. (WIDTH UNKNOWN)

24) RESOLUTION NO. 87-1, SPRING LAKE IMPROVEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 938, PAGE 748, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

25) ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2851, PAGE 1634, PUBLIC RECORDS OF HIGHLAND COUNTY, FLORIDA.

### CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS_____DAY OF_____A.D. 2023.

SIGNED_____CHAIRMAN OF THE BOARD.

ATTEST_____CLERK OF THE BOARD (SEAL)

### CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
JAMES D. LANGFORD, P.E. COUNTY ENGINEER DATE

### CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
LEAH M. SAULS, DEVELOPMENT SERVICES DIRECTOR DATE

### CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

_____ _____
RALPH WHISLER, III, P.L.S. DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248

### CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
SHERRY G. SUTPHEN COUNTY ATTORNEY DATE

### CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME KASZUBOSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK_____OF PLATS AT PAGE_____OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS_____DAY OF_____A.D. 2023.

_____CLERK OF THE CIRCUIT COURT (SEAL)

### CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "CHRISTMAN WAREHOUSING", COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART 1: PLATTING, FLORIDA STATUTES AND COMPLIES WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE _____

_____ (SEAL)
GARY L. GERMAINE, PSM #3945
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-8335

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6856
L.B. #6017

### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT UNIQUE CUSTOM CARTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED CHRISTMAN WAREHOUSING, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED AND MORE SPECIFICALLY DEDICATES:

TO HIGHLANDS COUNTY, FLORIDA, A PERMANENT EASEMENT ON, OVER, THROUGH AND BENEATH THE 10-FOOT WIDE STRIP OF TRACT 1 WHICH IS ADJACENT TO US HIGHWAY 98/STATE ROAD 700, AS IDENTIFIED ON THIS PLAT, FOR PUBLIC DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, LOCATE, LAY, OPERATE, MAINTAIN, INSPECT, ALTER, IMPROVE, AUGMENT, REMOVE, REPAIR, REBUILD AND/OR REPLACE DRAINAGE IMPROVEMENTS, PIPES, FIXTURES AND APPLIANCES, PUBLIC UTILITY EQUIPMENT AND RELATED FACILITIES, AND/OR FOR ANY AND ALL OTHER PURPOSES THAT THE COUNTY, IN ITS SOLE DISCRETION, DEEMS NECESSARY, DESIRABLE AND/OR APPROPRIATE AND IN ORDER TO ENSURE PROPER DRAINAGE IN THE EASEMENT AREA AND PROPER MAINTENANCE AND USE OF ITS FACILITIES AND IMPROVEMENTS, CONSISTENT HEREWITH, AND/OR THE RIGHT OF INGRESS AND EGRESS, OVER, ACROSS AND BENEATH THE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN.

WITNESSES: UNIQUE CUSTOM CARTS, LLC

PRINT: _____ PRINT: _____

TITLE: _____

DATE: _____

PRINT: _____

### ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF _____, AS _____ OF UNIQUE CUSTOM CARTS, LLC, WHO PERSONALLY SWORE OR AFFIRMED THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____DAY OF _____, 2023.

(STAMP) _____
NOTARY PUBLIC

### JOINER AND CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT WAUCHULA STATE BANK, P.O. BOX 248, WAUCHULA, FLORIDA 33873-0248, AN OWNER AND HOLDER OF THAT CERTAIN CONSTRUCTION MORTGAGE RECORDED SEPTEMBER 20, 2021 IN OFFICIAL RECORDS BOOK 2852, PAGE 113, AND RECEIPT OF FUTURE ADVANCES RECORDED JANUARY 18, 2022 IN OFFICIAL RECORDS BOOK 2878, PAGE 103 OF PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THIS DEDICATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND CORPORATE SEAL THIS_____DAY OF_____A.D. 2023.

_____ WAUCHULA STATE BANK
WITNESS

BY: _____
_____ (SEAL)
WITNESS

### ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED _____ TO ME WELL KNOWN TO BE _____ OF WAUCHULA STATE BANK, AND WHO ACKNOWLEDGED THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY.

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____A.D. 2023.

(SEAL) _____
( SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA)

_____
(PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

PERSONALLY KNOWN___OR

PRODUCED IDENTIFICATION TYPE OF IDENTIFICATION PRODUCED _____

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017

BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 397-20-003

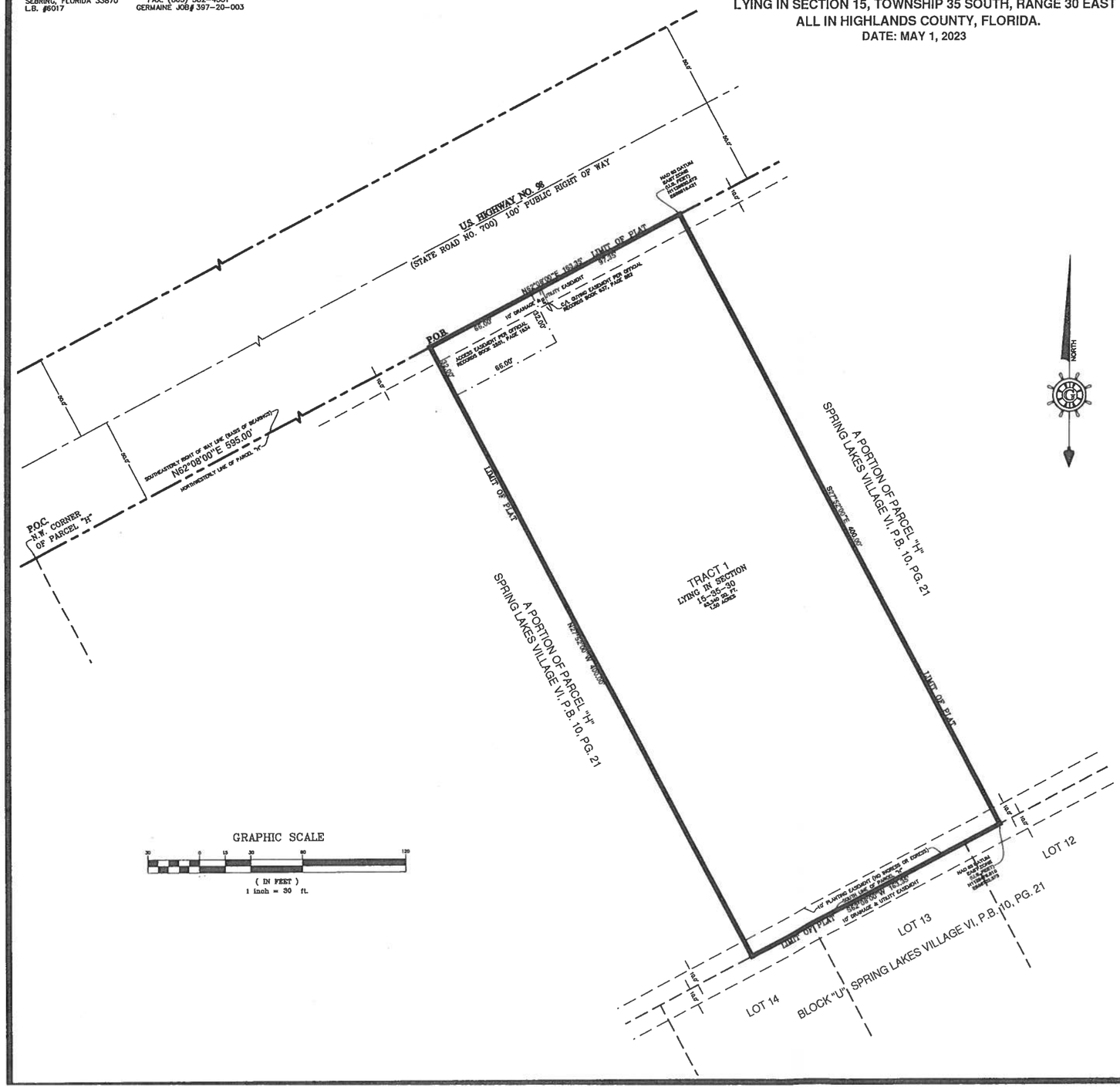
PLAT BOOK _____ PAGE _____

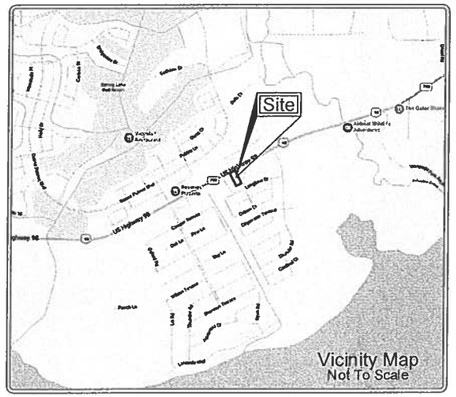
SHEET 1 OF 2

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 397-20-003

# CHRISTMAN WAREHOUSING

A REPLAT OF A PORTION OF PARCEL "H", SPRING LAKE - VILLAGE VI
IN PLAT BOOK 10, PAGE 21, HIGHLANDS COUNTY, FLORIDA
LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 30 EAST
ALL IN HIGHLANDS COUNTY, FLORIDA.
DATE: MAY 1, 2023




GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

GENERAL NOTES:

| | | |
|---|---|---|
| 1) SYMBOL | | INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017 |
| 2) SYMBOL | = | INDICATES FOUND 3"X3" FCM NO IDENTIFACTION. |
| 3) SYMBOL | ● | INDICATES PERMANENT CONTROL POINT. |
| 4) SYMBOL | • | INDICATES BEARING CHANGE |
| 5) SYMBOL | R= | INDICATES RADIUS |
| 6) SYMBOL | D= | INDICATES DELTA |
| 7) SYMBOL | L= | INDICATES LENGTH |
| 8) SYMBOL | CB= | INDICATES CHORD BEARING |
| 9) SYMBOL | CH= | INDICATES CHORD LENGTH |
| 10) SYMBOL | U&D EASE. | UTILITY & DRAINAGE EASEMENT |
| 11) SYMBOL | P.O.C. | POINT OF COMMENCE |
| 12) SYMBOL | P.O.B. | POINT OF BEGINNING |
| 13) SYMBOL | P.B. | PLAT BOOK |
| 14) SYMBOL | PG. | PAGE |

15) BEARINGS BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98 AS BEING N62°08'00"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) EACH LOT TO BE SERVICED BY WELL, SEPTIC TANK AND DRAINFIELD PER SPRING LAKE IMPROVEMENT DISTRICT.

22) ALL MATTERS CONTAINED ON THE PLAT OF SPRING LAKES VILLAGE VI, AS RECORDED IN PLAT BOOK 10, PAGE 21, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

23) GUYING EASEMENT CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 637, PAGE 882 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. (WIDTH UNKNOWN)

24) RESOLUTION NO. 87-1, SPRING LAKE IMPROVEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 938, PAGE 746, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

25) ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2851, PAGE 1634, PUBLIC RECORDS OF HIGHLAND COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Leah Sauls, Development Services Director**<br>**Casey Hartt, Lead Marketing Consultant** |
| **SUBJECT/TITLE:** | **Request approval of a New Event Tourist Development Grant for the USA Lacrosse Florida Hall of Fame and All-American Festival per the recommendation of the Tourism Development Council.** |

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## STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting on April 27, 2023, recommended reimbursing Airstream Ventures, LLC. for up to $30,000.00 for Year #1 (2023), $20,000.00 for Year #2 (2024), and $20,000.00 for Year #3 (2025) for the USA Lacrosse Florida Hall of Fame and All-American Festival. This grant will be to cover eligible costs associated with uniforms (featuring Visit Sebring logo), marketing, equipment rental, insurance, fields, and approved reimbursable items under the New Event Grant guidelines for the USA Lacrosse Florida Hall of Fame and All-American Festival.

## RECOMMENDED ACTION

**Move to approve a New Event Tourist Development Grant for the USA Lacrosse Florida Hall of Fame and All-American Festival per the recommendation of the Tourism Development Council.**

## FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for Year #1 in FY22-23. The USA Lacrosse Florida Hall of Fame and All-American Festival is eligible for $30,000.00 for Year #1 (2023), $20,000.00 for Year #2 (2024), and $20,000.00 for Year #3 (2025) from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).

Attachments: ASV Signed - USA Lacrosse Florida Hall of Fame - All American Festival Grant Contract.pdf

# HIGHLANDS COUNTY
# SPECIAL EVENT/PROJECT GRANT CONTRACT

## CONTRACTOR

**NAME:** AIRSTREAM VENTURES, LLC
**ADDRESS:** 3832 BAYMEADOWS ROAD #101
JACKSONVILLE, FL 32217
**FEI NO:** 83-1228981

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to Airstream Ventures, LLC as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

## CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

## INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

## TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until July 17, 2025.

## NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

## COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Thirty Thousand Dollars ($30,000.00) for the USA Lacrosse Florida Hall of Fame/All American Festival in 2023, that being a base pay of Twenty Thousand Dollars ($20,000.00) with Ten Thousand Dollars ($10,000.00) based upon room night verification; and in the amount of up to Twenty Thousand Dollars ($20,000.00) for the USA Lacrosse Florida Hall of Fame/All American Festival in 2024, that being a base pay of Ten Thousand Dollars ($10,000.00) with Ten Thousand Dollars ($10,000.00) based upon room night verification; and in the amount of up to Twenty Thousand ($20,000.00) for the USA Lacrosse Florida Hall of Fame/All American Festival in 2025, that being a base pay of Ten Thousand Dollars ($10,000.00) with Ten Thousand Dollars ($10,000.00) based upon room night verification from Cost Center 5305 the Marketing and Promotion Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2025.

**PROHIBITION AGAINST LOBBYING**

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

**MANAGEMENT**

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

**GENERAL TERMS AND CONDITIONS**

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall

assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

**CHOICE OF LAW/FORUM**

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

**SEVERABILITY**

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

**PUBLIC ENTITY CRIMES**

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

**DISCRIMINATORY VENDOR LIST**

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

**EMPLOYMENT ELIGIBILITY VERIFICATION**

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

**PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE**

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

**PUBLIC RECORDS COMPLIANCE**

A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI**
**COUNTY PUBLIC INFORMATION OFFICER**
**600 SOUTH COMMERCE AVENUE**
**SEBRING, FLORIDA 33870**
**TELEPHONE NUMBER: (863) 402-6836**
HCBCCrecords@highlandsfl.gov

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

***Remainder of this page intentionally left blank***

**ENTIRE AGREEMENT**

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 3rd day of May 2023.

Airstream Ventures, LLC., a for profit organization.

By: _____
Alan Verlander, CEO

**STATE OF FLORIDA**
**COUNTY OF** Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Alan Verlander, as CEO, of Airstream Ventures, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced known to me as identification, and who did/did not take an oath this 3rd day of May, 2023.

(stamp)

_____
NOTARY PUBLIC, State of Florida

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

By: _____
Chris Campbell, Chair

**ATTEST:**

By: _____
Jerome Kaszubowski, Clerk

**APPLICATION GENERAL INSTRUCTIONS**
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

**Copies of the following items must be attached to your application:**

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

**Please note:** All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

## HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: 2023: $30,000 ($20,000 grant + $10,000 room night)
2024: $20,000 ($10,000 grant + $10,000 room night)
2025: $20,000 ($10,000 grant + $10,000 room night)

**I. General Information**

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: USA Lacrosse Florida Hall of Fame/ All American Festival
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 1859 East Adams Street, Jackosnville, FL 32202
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Bill Shatz
   Title: President
   Address if different from above:
   Cell phone: 727-252-8476
   Email: wshatz@mac.com
7. Has Event ever received funding from the TDC? Yes ☐ No ☑
   >If yes – list years and amounts: na
8. Amount Applicant is requesting for the Event/Project: 2023: $30,000 ($20,000 grant + $10,000 room night)
   2024: $20,000 ($10,000 grant + $10,000 room night)
   2025: $20,000 ($10,000 grant + $10,000 room night)
9. Intended use of funds: Uniforms (with Visit Sebring logo), insurance, goal rental, fields, marketing

**II. Details about Applicant:** (describe your business or organization)

The USA Lacrosse Florida Hall of Fame/All American Festival is a three-day weekend event that consists of a (Friday) evening Hall of Fame recognition and awards dinner, followed the next day (Saturday) by a boys and girls North/South All-American game, with a "Sixes" tournament offered on Sunday at a local sports complex. Other activities may also be included throughout the weekend but have not yet been determined or decided.



**II. Schedule of Event:**

May 19-21, 2023

**IV. Event Specific Information**

1. Event name: USA Lacrosse Florida Hall of Fame/ All American Festival
2. Type of event: Banquet/Sporting Event
3. Dates of Event: May 19-21, 2023
4. Location of Event: Highlands County Sports Complex
5. Number of days: Hours: 3 days- 30+ hours
6. Projected number of out of town participants: 2,500
   Out of state: 300
   In-state: 2,200

7. Projected number of attendees per day: 1,000

8. Projected number of media, staff, officials: 200
   Out of state: 50
   In-state: 150

9. Event/Project promoter (if other than Applicant):
   Name of promoter: USA Lacrosse- North Florida Chapter
   Company name: USA Lacrosse
   Contact name: Bill Shatz
   Address:
   Phone: 727-252-8476
   Email: wshatz@mac.com
   Website: https://www.athletiqyouth.org/page/show/7199021-florida-youth-development-program-flyflex-

11. Event Admission Price (if applicable) $80 per player

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 500

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*). 2500

14. Provide the previous year's event information, (if applicable): na

    Previous Event or Project:
    Date:
    Location:
    Total Room Nights:
    Contact Name/Phone:
    Funding amount awarded:
    Economic Impact (If available):

**EVENT BUDGET SUMMARY**

**EVENT INCOME**

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

| **Income Source & Type** (i.e. Publix Sponsorship or Attendee Registration Fees) | **Income Amount** (or In-Kind Amount) |
|---|---|
| Boys Registration Fees | $5,100 |
| Girls Registration Fees | $5,100 |
| TDC Grant | $20,000 |
| Hotel Reimbursement | $10,000 |
| Merchandise | $2,000 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Visit Sebring/TDC Funding Request** | $ 30,000 |
| **TOTAL INCOME ALL SOURCES** | $ 42,200 |

**EVENT EXPENSES**

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

| **Expense Type** (Event Speakers, Signage, Insurance, etc.) | **Expense Amount** |
|---|---|
| See Attached | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **TOTAL EVENT EXPENSES** | $ 41,750 |
| **Intended Use of Tourist Development Tax Funds** (provide details) | |
| | |
| Friday Night Hall Of Fame Dinner | $5,000 |
| Uniforms/TShirts (with Visit Sebring Logo) | $14,000 |
| Website/Marketing/Insurance | $3,000 |
| Fields/Field Lining | $3,000 |
| USA Lacrosse License Fee | $2,000 |
| Referees/Officials/Trainers | $3,000 |
| **TOTAL TDC EXPENSES** | $ 30,000 |

# Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

**Initials**

AV This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: May 19-21, 2023
Date of Application: March 9, 2023

AV I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on July 20, 2023 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by March 20, 2023. (date one week after the application is submitted to and accepted by the Tourism Office)

AV I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

AV I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.

AV I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

AV I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

AV I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

AV Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

AV Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

AV The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

AV _____ Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

AV _____ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

AV _____ Applicant's W-9 tax form is included with the application.

AV _____ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

AV _____ Applicant has included a detailed **Marketing Plan** for the Event.

AV _____ Applicant has included a sample **Attendee Survey** for the Event.

AV _____ As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Report for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

AV _____ Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

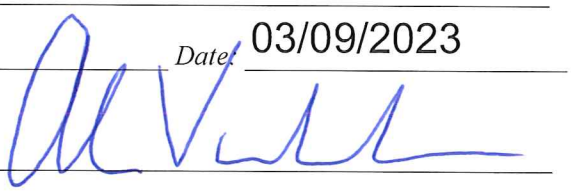
AV _____ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

AV _____ Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

AV _____ Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

*Authorized Agent:* Alan Verlander

*Title:* CEO *Date:* 03/09/2023

*Authorized Agent Signature:* 

# CRITERIA FOR EVALUATION OF APPLICATIONS
# New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

**I. Commitment to the Expansion of Tourism in Highlands County** – Maximum 25 points
Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

**II. Soundness of Proposed Event** – Maximum 25 points
Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

<u>Additional Funding Sources/Budget</u>

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

<u>Out of County Advertising/Marketing Plan</u>
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measureables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

**III. Stability and Management Capacity** – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

**IV. Quality of Proposed Event** – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

**Bonus Points**

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Chantel Brutus at the Highlands County Tourist Development Council (TDC) at CBrutus@HighlandsFL.gov. or call (863) 402-6909.

# SMART Objective Worksheet

Draft Goal:

_____

| Definition | Your Objective |
|---|---|
| Specific<br><br>• What do I want to accomplish with this event? Why?<br><br>• What is the desired result? | Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise. |
| Measurable<br><br>• How will you quantify (numerically or descriptively) success?<br>• How will you measure progress? | Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify. |
| Achievable<br><br>• What skills are needed?<br>• What resources are necessary?<br>• What factors impact goal achievement?<br>• Does the goal require the right amount of effort? | USA Lacrosse is the top organization in the Lacrosse community and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community. |
| Relevant<br><br>• Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County? | This event will help support Sebrings vision as a destination and encourage more events to come to the area. |
| Time-bound<br><br>• How much time will be available to complete this SMART Objective?<br>• Is the deadline realistic? | We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals. |

Final Goal:

We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

# CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Airstream Ventures, LLC

Date: 03/09/2023

By: _____
(Signature)

Its:

(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream Ventures (applicant) to me well known or produced identification (well known) (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 03/09/23

My Commission expires (date) 06/20/25

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

Signature of Notary

K. Grayson

**Introduction:**

The USA Lacrosse Florida Hall of Fame/All American Festival is a three-day weekend event that consists of a (Friday) evening Hall of Fame recognition and awards dinner, followed the next day (Saturday) by a boys and girls North/South All-American game, with a "Sixes" tournament offered on Sunday at a local sports complex. Other activities may also be included throughout the weekend but have not yet been determined or decided.

This event is conceived and initiated by USA Lacrosse North Florida Chapter and delivered in collaboration with the South Florida Chapter and a facility host organization. All participants are engaged in the Florida lacrosse community.

| Activity/Function | Description | Committee Responsibility | Timeline |
|---|---|---|---|
| Date(s) | The weekend event is scheduled from May 19th – May 21st, 2023 | Full committee confirmation | January 15th, 2023 |
| Location | The Inaugural Annual USA Lacrosse Hall of Fame/All-American Festival will be held primarily at a sports complex | Bill Shatz, Alan V | February 15th, 2023 |
| Hall of Fame Event/Ceremony | The dinner will be held near the sports complex The dinner will recognize inductees from both Chapters and awards to the latest (2020/2021) recipients. All-Americans will also be recognized. | | March 30th, 2023 |
| All-American Selection Process | Each area will select their authorized complement of All-Americans by April 28th, 2023. Per USA Lacrosse procedure, selectees will be identified and then invited to participate in the event. Regular pre-season and in-season notices will be distributed to high school coaches regarding the process and Festival. | Bill Shatz, Mike Ryder | April 30th, 2023 (selections) |
| All American Games (Event) - AAG | The Games will be organized as a North/South contest for both Boys and Girls All American selectees. Coaches will be selected in advance of the event and teams divided based on geography and balance. Assuming availability, the games will be played at the Soccer Stadium venue. | Bill Shatz, Mike Ryder | March 15th, 2023 |
| AAG Streaming Service | Varsity Sports has preliminarily committed to broadcasting the | Bobby Latimore | March 15th, 2023 |

| | | | |
|---|---|---|---|
| | Games/event. Will investigate possibility of recording the HoF dinner as well. | | |
| Media/Social | Coordinate the reporting of event activities leading up to and during the event to include Florida Lacrosse News, Inside Lacrosse, Lacrosse Magazine as well as all social media platforms like Twitter, Instagram and Facebook | Lee Roggenburg; Alan V | Throughout Spring 2023 and through event weekend |
| Uniforms/Equipment | Uniform design and equipment requirements will be determined with the Team USA look and feel as the primary fashion. A preliminary design has been completed but will be refined and finalized and ordered. | Chip Mayer, Lax.com/Zima Gear | February 10th, 2023 (place order) |
| Six6es Games | A youth and high school one-day tournament delivered on Sunday at a local sports complex. Format follows Olympic style games for both boys and girls. Event will be partnered with a tournament operator. | Bill Shatz, Joel Franklin | February 1st, 2023 (begin marketing and registration ) |
| Sponsors | Identify prospective sponsors and secure additional funding to provide ancillary support of event. | Bill Shatz, Alan V | February 15th, 2023 |
| Hotel Accommodations | Organize arrangements and discounts with local hotels in support of attending athletes, families, friends, fans, and other participants. | Bill Shatz, Alan V | February 15th, 2023 |
| | | | |

**Economic Impact:**

Hall of Fame Dinner

- Hotel/Dining service – 200

All-American Games (2)

- All-American Athletes – 60 boys; 60 girls
- Coaches/Officials – 10 boys; 10 girls
- Parents/Families – 480
- Spectators – 750
- Hotel nights - 300

6ixes Tournament

- Athletes – 100 boys; 100 girls
- Coaches/Officials – 25 boys; 25 girls
- Parents/Families – 600
- Spectators – 400
- Hotel nights - 100

**ASSUMPTIONS**

| | |
|---|---|
| # Boys (Total) | 60 |
| # Girls (Total) | 60 |
| Participation Fee | $85.00 |

**REVENUE**

| | |
|---|---|
| Boys | $5,100.00 |
| Girls | $5,100.00 |
| TDC Grant | $20,000.00 |
| Hotel Reimbursement | $10,000.00 |
| T-Shirts | $2,000.00 |
| **Total Revenue** | **$42,200.00** |

**EXPENSES**

| | |
|---|---|
| Fields | $1,500.00 |
| Equipment Rentals | $1,500.00 |
| Field Lining | $1,500.00 |
| Uniforms | $12,000.00 |
| Trophies | $1,000.00 |
| Insurance | $1,500.00 |
| Referees/Officials | $2,150.00 |
| Trainers | $1,250.00 |
| Website/Marketing | $1,500.00 |
| Staff | |
| Scorekeepers | $400.00 |
| Managers | $1,750.00 |
| ASV Staff | $2,500.00 |
| Miscellaneous | $1,000.00 |
| T-Shirts | $2,500.00 |
| Field Maintenance/Equipment | $0.00 |
| Hotels | $1,200.00 |
| Meals | $1,500.00 |
| USA Lacrosse License Fee | $2,000.00 |
| Friday Night Hall of Fame Dinner | $5,000.00 |
| **Total Expenses** | **$41,750.00** |

| | |
|---|---|
| **PROFIT / LOSS** | **$450.00** |

## Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

### Post-Event Attendee Survey

1. Where did you stay while in Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. Is there anything you did not like about Highlands County?

   _____

6. Would you visit Highlands County again?

   _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Airstream Ventures, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
3832-010 Baymeadows Road, #101

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32217

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 3 | – | 1 | 2 | 2 | 8 | 9 | 8 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Alan Verlander* Date ▶ 09/29/2021

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

1859 East Adams Street
Jacksonville, FL 32202

# Airstream Ventures, LLC

## Officers

Chief Executive Officer

*Alan Verlander*

*alan@airstreamventures.com*

*(904)412-6070*

Chief of Staff and Operations

*Kenedy Talley Grayson*

*kenedy@airstreamventures.com*

*(904)568-0495*

Director of Sports Tourism

*Lane Teitelbaum*

*lane@airstreamventures.com*

*(904)635-0014*

Marketing Coordinator

*Kaley Whitehead*

*kaley@airstreamventures.com*

*(904)400-2920*

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Jonathan Harrison, Road & Bridge Director**

**SUBJECT/TITLE:** **Request adoption of Resolution 22-23-109 for Budget Amendment 22-23-094 to realign funds to W Stryker Road (Project #21100) roadway construction from Lake Groves Road (Project #21019).**

---

## STATEMENT OF ISSUE

This budget amendment is requesting to realign unused funds from Lake Groves Road (Project #21019) road reconstruction in the amount of $21,806.41 and move to W Stryker Road (Project #21100) for completion. This section of W Stryker Rd is separate from the FDOT Grant Project being constructed by a Contractor. The County has completed all roadwork on the section between N Olivia Dr and Hartman Rd. These funds will be utilized to cover additional costs then the Project will be closed out.

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-109 for Budget Amendment 22-23-094 to realign funds to W Stryker Road (Project #21100) roadway construction from Lake Groves Road (Project #21019).**

## 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) from Project #21019 to Project #21100 in the amount of $21,806.41.

Attachments: 22-23-094R Proj 21019 Lk Groves Rd_Proj 21100 W Stryker Rd Transfer.pdf
22-23-094 Proj 21019 Lk Groves Rd_Proj 21100 W Stryker Rd Transfer.pdf

**RESOLUTION NO. 22-23-109**

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-094 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 22-23-094 is hereby approved and authorized to transfer unspent Project 21019 balance that came in under budget, to Project 21100 to complete an additional need in the amount of $21,806.41.

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

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

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

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

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

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

PASSED AND ADOPTED this 16th day of May, 2023.

**HIGHLANDS COUNTY, FLORIDA**

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
May 4, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/25/2023** SUBMITTED BY: **Jonathan Harrison**

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

PROJECT(S) #: **21019, 21100** PROJECT TITLE(S): **Lake Groves Rd, W Stryker 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 | | 3999100Z | Project FD Balance Forward | 21019 | 158,101.73 | | 21,806.41 | 136,295.32 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 21019 | 158,101.73 | | 21,806.41 | 136,295.32 |
| R | 151 | | 3999100Z | Project FD Balance Forward | 21100 | 89,000.00 | 21,806.41 | | 110,806.41 |
| E | 151 | 4102A | 56301Z | Project Capital Infrastructure | 21100 | 89,000.00 | 21,806.41 | | 110,806.41 |

REASON: **Realingning unused funds for W Stryker Rd project completion**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** 22-23-094

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

**TRANSFER TYPE:**

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

Posted by Clerk: _____

**Form Revised 08/05/2020**

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Cynthia Acevedo, Healthy Families Program Manager** |
| **SUBJECT/TITLE:** | **Request approval of Budget Amendment 22-23-093, realigning project 21004 funding as approved and outlined in the Healthy Families Lapse Plan.** |

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## STATEMENT OF ISSUE

On April 18, 2023, the Healthy Families Highlands Lapse Plan was approved by the Board of County Commissioners, moving unexpended salary grant funds due to staff attrition to other approved grant funded categories. This approved lapse plan requires a realignment of the FY 22-23 Healthy Families budget.

## RECOMMENDED ACTION

**Move to approve Budget Amendment 22-23-093, realigning project 21004 funding as approved and outlined in the Healthy Families Lapse Plan.**

## FISCAL IMPACT

There is no fiscal impact., as there are no changes to grant amount.

Attachments: 22-23-093 Proj 21004 Healthy Families Realignment.pdf

REVIEWED
O.M.B DEPARTMENT
May 4, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

# BOARD OF COUNTY COMMISSIONERS

## BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/1/2023** SUBMITTED BY: **Cynthia Acevedo**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5229**

PROJECT(S) #: **21004** PROJECT TITLE(S): **Healthy Families** COST CENTER TITLE(S): **Healthy Families Highlands**

*list additional cost centers on reverse side of form

| TYPE | FUND | COST CENTER | ACCOUNT | ACCOUNT NAME | ACTIVITY | BUDGET | INCREASE | DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|---|---|---|
| E | 005 | 5229 | 51200Z | Project Regular Salaries & Wages | 21004 | 207,176.00 | | 20,631.37 | 186,544.63 |
| E | 005 | 5229 | 54000Z | Project Project Travel & Per Diem | 21004 | 0.00 | 1,328.00 | | 1,328.00 |
| E | 005 | 5229 | 54700Z | Project Printing & Binding | 21004 | 0.00 | 110.00 | | 110.00 |
| E | 005 | 5229 | 55100Z | Project Office Supplies | 21004 | 0.00 | 2,219.39 | | 2,219.39 |
| E | 005 | 5229 | 55200Z | Project Operating Supplies | 21004 | 0.00 | 14,631.00 | | 14,631.00 |
| E | 005 | 5229 | 55230Z | Project Attractive Property-Inventory | 21004 | 0.00 | 2,102.98 | | 2,102.98 |
| E | 005 | 5229 | 55403Z | Project Education & Training | 21004 | 0.00 | 240.00 | | 240.00 |

REASON: **Approved grant lapse funding requires a realignment of the FY 22-23 Healthy Families budget.**

## OFFICE USE ONLY

**OMB RECOMMENDATION:**

_____ Approval

_____ Denial

**REQUEST #** **22-23-093**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

**TRANSFER TYPE:**

**XX** ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

**Form Revised 08/05/2020**

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:**

**SUBJECT/TITLE:** **Request approval of the minutes from the April 4, 2023 and April 18, 2023 Regular Meeting(s) of the Board.**

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**RECOMMENDED ACTION**

**Move approval of the minutes from the April 4, 2023 and April 18, 2023 Regular Meeting(s) of the Board.**

Attachments: 040423REG.pdf
041823REG.pdf

**REGULAR MEETING OF THE BOARD, APRIL 04, 2023**

**1.** The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

| | |
|---|---|
| **Commissioner Chris Campbell** | **Commissioner Arlene Tuck** |
| **Commissioner Kevin J. Roberts** | **Commissioner Don Elwell** |
| **Commissioner Scott A. Kirouac** | |

Also, present: Laurie Hurner, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

**2. INVOCATION**
The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessing Church of God.

**3. PLEDGE OF ALLEGIANCE**
The Pledge of Allegiance was led by Michael Borders, US Army, President of the Medal of Honor Memorial.

**4. ANNOUNCEMENTS**
The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, April 4, 2023, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Code Enforcement Special Magistrate Hearing will be held on Wednesday, April 5, 2023, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board meeting will be held on Thursday, April 6, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, April 11, 2023, at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

**5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**
No announcements.

**6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

**A. Request approval of a Proclamation recognizing April 2023 as The Fair Housing Month.**
Rona Port, executive board member with the Heartland Association of Realtors, presented the request and read the Proclamation into the record.

Commissioner Elwell moved approval of the Proclamation recognizing April as Highlands County Fair Housing Month. Commissioner Tuck seconded the motion and questioned if the Proclamation should include the standard phrase at the end, *Done and adopted* with the date following.

The County Attorney stated she will amend the Proclamation to include this sentence.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 78 & SMB 151 Page***

***109.***

**B. Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".**

Tracey Thomas, Champion for Children Family Support Specialist, presented the request and read the Proclamation into the record.

Commissioner Roberts moved approval of a Proclamation recognizing April as "Child Abuse Prevention Month". Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 79 & SMB 151 Page 110.***

Shawna Butler, Director of Community Relations with Heartland for Children, thanked the Commission for proclaiming April as Child Abuse Prevention Month and the county's participation with the pinwheels campaign each year. Ms. Butler shared Heartland for Children is the lead agency under the Department of Children and Families and stated they are passionate for child safety and strengthening families through services and resources.

**C. Request approval of a Proclamation recognizing April 9-15, 2023, as "Public Safety Telecommunicators Week".**

Sheriff Paul Blackman presented the request and read the Proclamation into the record.

Commissioner Kirouac moved approval of a Proclamation recognizing April 9-15, 2023, as "Public Safety Telecommunicators Week". Commissioner Tuck seconded the motion.

Chairman Campbell and County Administrator Laurie Hurner expressed their gratitude to the telecommunicators and the services they provide.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 80 & SMB 151 Page 111.***

**D. Highlands County Economic Development Update to the Board of County Commissioners.**

Jeff King, Executive Manager of Business and Economic Development, provided a brief presentation on projects and happenings within the county. ***See SMB 151 Page 112.***

Commissioner Tuck and Commissioner Roberts commented on the presentation and thanked Mr. King for the update.

Mr. King and Chairman Campbell addressed questions and concerns raised by Commissioner Elwell.

Chairman Campbell thanked Mr. King on the presentation and the work he has been doing.

**7. PUBLIC COMMENT**

Mr. Larry J. Overfield came before the Commission to address history lessons from the bible and the constitution.

**8. CONSENT AGENDA**

County Administrator Laurie Hurner stated there is an addendum to the agenda, adding agenda item 10C to the public hearing portion of this agenda.

Commissioner Kirouac moved approval to accept the consent agenda as presented. Commissioner Tuck seconded

the motion.

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

A. **Request approval of Budget Amendment 22-23-067 to reallocate funds within Cost Center 6105 Capital Expenditures for bleachers, to repair and maintenance for well drilling and a replacement pump.** *See SMB 151 Page 113.*

B. **Request adoption of Resolution 22-23-78 and approval of revisions to the Personnel Manual.** *See Res. Book 34 Page 81 & SMB 151 Page 114.*

C. **Request approval to Pay without PO for Motorola, Invoice #8330235552, in the amount of $27,006.00.** *See SMB 151 Page 115.*

D. **Request approval of the pay grade change of the Code Enforcement Clerk position from pay grade 105 to pay grade 106.** *See SMB 151 Page 116.*

E. **Request approval of the minutes from the February 21, 2023 Regular Meeting of the Board.** *See Clerk of Court's website.*

F. **Request adoption of Resolution No. 22-23-80 repealing prior Resolution No. 13-14-05.** *See Res. Book 34 Page 82 & SMB 151 Page 117.*

**9. COMMITTEE ASSIGNMENTS:**

No committee assignments.

**10. PUBLIC HEARING**

A. **Public hearing to consider adoption of P&Z Hearing No. 2121, changing the Official Zoning Atlas for seven lots totaling an approximate 7.01 acres, from Mobile Home and Residential Subdivisions District (M-1-S) to Agricultural District (AU).**

B. **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-614SS, for seven lots totaling an approximate 7.01 acres, from Low Density Residential (RL) to Agriculture (AG).**

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented items 10A and 10B together, as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Chairman Campbell opened the floor for public comment. Input was not provided.

Ms. Culpepper read into the record the recommended motion for **CPA-23-614SS.**

Commissioner Elwell moved approval of the motion as read into the record. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 20 (Ord. No. 22-23-19) & Comprehensive Plan Amendment file.***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2121.**

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 34 Page 83 (Res. No. 22-23-73) & Zoning Changes file.***

**C. Request emergency adoption of Ordinance 22-23-22 pursuant to Florida Statutes, Section 125.66.**
Chief E. Laney Stearns, Public Safety Director, presented the request.

Due to the short period of time with which this emergency request was brought forward, County Attorney Sherry Sutphen stated the statute permits adoption of emergency ordinances without the 10-day advertising period if the Commission declares it to be an emergency based on the findings stated in the proposed ordinance. Ms. Sutphen also stated adoption of the ordinance would require the support by super majority.

Ms. Sutphen addressed questions raised by Commissioner Kirouac and Commissioner Tuck.

Chairman Campbell opened the floor for public comment. Input was received by Mr. Larry J. Overfield.

Ms. Sutphen, Commissioner Kirouac, Commissioner Roberts, County Administrator Laurie Hurner, Commissioner Elwell, and Chairman Campbell addressed questions and concerns raised by Mr. Overfield.

Commissioner Kirouac moved approval to adopt emergency Ordinance 22-23-22 pursuant to Florida Statutes, Section 125.66. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 & SMB 151 Page 118.***

**11. ACTION AGENDA**
Commissioner Kirouac moved to set the action agenda as presented. Commissioner Elwell seconded the motion.

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

**A. Request approval to transfer vehicle titles from the Highlands County Board of County Commissioners to the Tax Collector, Property Appraiser, Supervisor of Elections and Clerk of Court, as applicable, for those vehicles owned and operated by the respective Constitutional Officers, and authorization for the Chairman to execute any and all necessary documents on behalf of the Highlands County Board of County Commissioners to effectuate the title transfers.**
Sherry G. Sutphen, County Attorney, presented the request and addressed questions raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval of the transfer vehicle titles from the Highlands County Board of County Commissioners to the Tax Collector, Property Appraiser, Supervisor of Elections and Clerk of Court, as applicable, for those vehicles owned and operated by the respective Constitutional Officers, and authorization for the Chairman to execute any and all necessary documents on behalf of the Highlands County Board of County Commissioners to effectuate the title transfers. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 151 Page 119.***

## 12. COUNTY ADMINISTRATOR & LEGAL

### A. County Attorney Status Report.

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of March 25, 2023. ***See SMB 151 Page 120.***

Ms. Sutphen stated she will bring forward a statement of legislative intent in regard to emergency burn bans. In the event the state would declare a state of emergency in between board meetings, or time does not allow for the 10-day advertisement period, Ms. Sutphen stated there is a possibility where the fire chief, in conjunction with the county administrator, could issue a temporary burn ban and at the next regularly scheduled meeting, the Board would ratify it through a resolution. Ms. Sutphen also stated should the Board choose not to ratify it; the temporary burn ban would go away.

### B. Commissioner's Priorities and the Project Status Report.

County Administrator Laurie Hurner presented the Commissioner's Priorities and Project Status Report as of March 22, 2023. ***See SMB 151 Page 106.***

In regards to the vacant deputy county administrator position, Ms. Hurner stated an offer was tendered yesterday and looks forward to providing a confirmation to the Board soon.

### C. Fiscal Year (FY) 23/24 Preliminary Budget Outlook – General Fund.

David Nitz, OMB Manager, and Valerie Fleeger, Senior Budget Analyst, presented the Fiscal Year (FY) 23/24 Preliminary Budget Outlook – General Fund. ***See SMB 151 Page 122.***

Regarding health insurance, Chairman Campbell stated in the 2.5 years he has been on the committee, health insurance has some of the best projections he has seen and that they are definitely moving in the right direction.

Commissioner Kirouac thanked the budget staff and stated he appreciates the update. He stated the Commission and staff will continue to work hard to put together the best budget to keep the county moving forward.

Chairman Campbell also thanked the budget staff for the presentation and reminded everyone at this time of year they have unlimited requests for a limited budget and face the same issues that a resident or business owner will face when it comes to minimum wage, fuel costs, insurance costs, inflationary pressures and health insurance.

## 13. COMMISSIONERS

Commissioner Elwell stated the FDOT meeting regarding intersection improvements along US Hwy 27 has been rescheduled for May 16, 2023.

Commissioner Elwell wished everyone a Happy Easter, congratulated the folks for the barbecue festival held last weekend and stated the soda festival will take place this weekend downtown on the Sebring Circle.

Commissioner Tuck wished everyone a blessed and safe Easter.

Commissioner Tuck commented on the tour of the courthouse and expressed her concerns regarding needed repairs. County Administrator Laurie Hurner addressed concerns raised by Commissioner Tuck.

Commissioner Tuck addressed several complaints she has received regarding semi-trucks going through residential areas in Placid Lakes as well as other residential areas. The county engineer and county attorney addressed her concerns.

Commissioner Kirouac wished everyone a safe and Happy Easter and commented on Commissioner Tuck's concerns regarding the courthouse, stating he too toured the courthouse. Commissioner Kirouac questioned if any of the ARPA funding could be used for repairs as there are issues going on that need to be addressed sooner than later.

Commissioner Roberts wished everyone a Happy Easter Sunday which is a very sacred holiday for the Christian community and others as well.

Commissioner Roberts stated Champion for Children's Foundation will be looking for a new CEO as they have received resignation from their esteemed CEO for the last six years, Carissa Marine, who is going on to Samaritan's Purse. Commissioner Roberts wished her many blessings as she pursues a full-time ministry there, and encouraged everyone to reach out to Carissa and thank her for the wonderful service she has done.

Commissioner Roberts questioned the County Administrator regarding holding dates for a Budget Workshop on June 5th, 7th, and 8th, and if those should be penciled in on their calendars. Ms. Laurie Hurner stated as soon as she has confirmation, she will get those dates and times out to the Commission.

Commissioner Campbell commented on the several events that took place in Highlands County this weekend, starting with the 12 hours of Barbecue for Firemen's Incorporated, the Child Abuse Prevention Month event held by the Highlands County Sheriff's Department and Champion for Children and the fundraiser cookout held by Sherd Moore with Spray and Pray for the Lorida Volunteer Fire Department.

Commissioner Campbell mentioned Champion for Children with Am Vets is having a corn hole tournament on April 15, 2023, and put all the commissioners on notice that he and Commissioner Kirouac have decided to put in for a team and will be there on April 15th.

Commissioner Campbell reminded everyone that county offices are closed this Friday due to the Good Friday holiday.

**14. INFORMATIONAL**

**A. Board payables from March 21, 2023 to April 3, 2023.** *See Check Reports file.*

**15. ADJOURN**

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion is carried.

The meeting was adjourned at 10:47 a.m.

**REGULAR MEETING OF THE BOARD, APRIL 18, 2023**

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

| | |
|---|---|
| **Commissioner Chris Campbell** | **Commissioner Arlene Tuck** |
| **Commissioner Kevin J. Roberts** | **Commissioner Don Elwell** |
| **Commissioner Scott A. Kirouac** | |

Also, present: Tanya Cannady, Business Services Director; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

**2. INVOCATION**
The meeting opened with a prayer led by Pastor Brandon Roberts, with the Living Waters Church of God.

**3. PLEDGE OF ALLEGIANCE**
The Pledge of Allegiance was led by Mr. John Vawter, Sr., US Navy, Grand Commander, VFW MOC.

**4. ANNOUNCEMENTS**
The Highlands Soil & Water Conservation District will meet on Tuesday, April 18, 2023, at 3:00 p.m., in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Children's Services Council will hold a meeting on Wednesday, April 19, 2023, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, April 19, 2023, at 8:00 a.m., in Conference Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular body meeting on Wednesday, April 19, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Istokpoga Marsh Watershed Improvement District will hold a special meeting on Thursday, April 27, 2023, at 5:30 p.m., in Conference Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

**5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**
Jerome Kaszubowski, Clerk of Courts, announced the National Day of Prayer Ceremony will be held on Thursday, May 4, 2023, at 11:00 a.m. on the courthouse lawn. ***See Clerk of Courts website & SMB 152 Page 1.***

**6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

**A. Request approval of a Proclamation recognizing the week of April 23-29, 2023 as National Library Week.**

Vikki Brown, Highlands Library System Manager, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing the week of April 23, 2023 as National Library Week. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 84 & SMB 152 Page 2.***

**B. Request approval of a Proclamation recognizing April 27, 2023, as "Law Day".**

Shannon Nash, Chair of the Highlands County Bar Association, presented the request and read the Proclamation into the record.

Commissioner Elwell moved approval of the Proclamation recognizing April 27, 2023, as "Law Day". Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 85 & SMB 152 Page 3.***

**C. Request approval of a Proclamation declaring the month of April 2023 as "Water Conservation Month" in Highlands County.**

Clinton Howerton Jr., Director of Critical Infrastructure, presented the request and read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation declaring the month of April 2023 as "Water Conservation Month" in Highlands County. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 86 & SMB 152 Page 4.***

**D. Request approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.**

Commissioner Kevin J. Roberts presented the request and read the Proclamation into the record.

Commissioner Roberts moved approval of the Proclamation recognizing April as "Donate Life Month" in Highlands County. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 87 & SMB 152 Page 5.***

## 7. PUBLIC COMMENT

Mr. Jim Polatty came before the Commission to speak on the National Day of Prayer luncheon which will be held at the First Sebring Church (formerly 1st United Methodist Church), at 12:00 p.m., following the National Day of Prayer ceremony.

Mr. Larry J. Overfield came before the Commission to comment on prosperity.

## 8. CONSENT AGENDA

Chairman Campbell stated item 8M has been added to the consent agenda.

Commissioner Tuck requested to pull item 8C from the consent agenda for further discussion.

Chairman Campbell stated item 8C will be moved to the action agenda as item 11C and item 8M will be added to the consent agenda.

Commissioner Elwell moved approval to accept the consent agenda as amended by adding 8M and removing 8C. Commissioner Tuck seconded the motion.

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

**A. Request approval of the contract between Highlands County and Edgewood Landscape and Nursery, Inc.** *See Edgewood Landscape and Nursery, Inc. file.*

**B. Request approval of the contract between Highlands County and Jack's Lawn and Landscaping, Inc.** *See Jack's Lawn and Landscaping, Inc. file.*

**C. ~~Request adoption of Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District~~.** *This item was moved to the action agenda (11C).*

**D. Request to approve Budget Amendment 22-23-070 to reallocate funds from Cost Center 4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to Project #22051 (Annex 2nd floor renovation).** *See SMB 152 Page 6.*

**E. Request approval of Amendment #0005 to Subcontract Agreement 20-25-42 between the Highlands County Board of County Commissioners and the Ounce of Prevention Fund of Florida, Inc., outlining funding movement among grant-funded categories and revised grant budget with associated funding changes.** *See Healthy Families Florida file.*

**F. Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to Section 274.05, Florida Statutes.** *See SMB 152 Page 7.*

**G. Request approval of the minutes from the February 23, 2023 Special Meeting of the Board of County Commissioners/Hospital District, and the March 7, 2023 and March 21, 2023 Regular Meeting(s) of the Board.** *See Clerk of Court's website.*

**H. Request adoption of Resolution 22-23-79 for Budget Amendment 22-23-068 to allocate the Children's Advocacy Center's Hospital District Board grant for FY 22/23.** *See Res. Book 34 Page 88 & SMB 152 Page 8.*

**I. Request approval of Consultant Services Agreement (CSA) #1 with Parlier+Crews Architects and Design Studio P.A. for the Engineering Design and Construction Support Services for Road & Bridge Main Facility Expansion-Project #22030.** *See Library of Consultants file.*

**J. Request approval to waive the Landfill Tipping Fees for the Leisure Lakes Civic Association community clean up.** *See SMB 152 Page 9.*

**K. Request adoption of Resolution 22-23-90 for Budget Amendment 22-23-074 to realign funding in the amount of $15,042.00 for purchases to upgrade equipment in the Emergency Operations Center.** *See Res. Book 34 Page 89 & SMB 152 Page 10.*

**L. Request adoption of Resolution 22-23-92 for Budget Amendment 22-23-076 to set up Project 22055 funds for the Bullet Proof Vest (BPV) grant program for the Sheriff within the General Fund.** *See Res. Book 34 Page 90 & SMB 152 Page 11.*

**M. Request to accept a Florida Sport Foundation (FSF) Small Market Grant Award in the amount of $2,500.00 and adopt Resolution 22-23-87 for Budget Amendment 22-23-071.** *See Res. Book 34 Page 91, Tourist Development Council file & SMB 152 Page 12.*

**9. COMMITTEE ASSIGNMENTS:**

No committee assignments.

**10. PUBLIC HEARING**

**A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-615SS, for three parcels totaling an approximate 32.98 acres, from Agriculture (AG) to Medium Density Residential (RM).**

**B. Public hearing to consider adoption of P&Z Hearing No. 2122, changing the Official Zoning Atlas for three parcels totaling an approximate 32.98 acres from Agricultural District (AU) to Mobile Home Parks District (M-2).**

Sergio Garcia, Planner I, and Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented items 10A and 10B together, as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Mr. Garcia read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Chairman Campbell opened the floor for public comment. Input was not provided.

Mr. Garcia read into the record the recommended motion for **CPA-23-615SS.**

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 20 (Ord. No. 22-23-20) & Comprehensive Plan Amendment file.***

Mr. Garcia read into the record the recommended motion for **P&Z Hearing No. 2122.**

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Roberts seconded the motion.

Chairman Campbell opened the floor for public comment. Input was not provided.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 34 Page 92 (Res. No. 22-23-81) & Zoning Changes file.***

**C. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-616SS, for three parcels totaling an approximate 39.72 acres, from Agriculture (AG) to Medium Density Residential (RM).**

**D. Public hearing to consider adoption of P&Z Hearing No. 2123, changing the Official Zoning Atlas for three parcels totaling an approximate 39.72 acres, from Agricultural District (AU) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD).**

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented items 10C and 10D together, as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Chairman Campbell opened the floor for public comment. Input was not provided.

Ms. Culpepper read into the record the recommended motion for **CPA-23-616SS.**

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Ordinance Book 20 (Ord. No. 22-23-21) & Comprehensive Plan Amendment file.***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2123.**

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. ***See Res. Book 34 Page 93 (Res. No. 22-23-82) & Zoning Changes file.***

**11. ACTION AGENDA**

Chairman Campbell entertained a motion to set the action agenda adding item 11C (former 8C from the consent agenda).

Commissioner Kirouac moved to set the action agenda as amended. Commissioner Roberts seconded the motion.

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

**A. Request adoption of Resolution 22-23-83 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplemental Agreement No. 2") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 22-23-91 for Budget Amendment 22-23-075.**

Kenya A. Anderson, Project Manager, and JD Langford, County Engineer, presented the request and addressed questions raised by Commissioner Roberts and Commissioner Kirouac.

Commissioner Roberts commended staff for their work on these projects.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 22-23-83 and approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplemental Agreement No. 2") between the State of Florida Department of Transportation (FDOT) and Highlands County, and request adoption of Resolution 22-23-91 for Budget Amendment 22-23-075. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 94, FDOT file, Res. Book 34 Page 95 & SMB 152 Page 13.***

**B. Request adoption of Resolution 22-23-94 for Budget Amendment 22-23-078 to provide funds for the purchase of three (3) brush trucks and two (2) tankers.**

Chief E. Laney Stearns, Public Safety Director, presented the request, and along with Business Services Director Tanya Cannady, and County Attorney Sherry G. Sutphen addressed questions and concerns raised by the

Commission.

Chairman Campbell opened the floor for public comment. Input was received by Mr. Dan Page. Chief Stearns addressed questions raised by Mr. Page.

Commissioner Tuck moved approval to adopt Resolution 22-23-94 for Budget Amendment 22-23-078 to provide funds for the purchase of three (3) brush trucks and two (2) tankers. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 96 & SMB 152 Page 14.***

**C. Request adoption of Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District (former 8C).**

Tanya Cannady, Business Services Director, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

County Attorney Sherry G. Sutphen addressed questions raised by Chairman Campbell.

Commissioner Kirouac moved approval to adopt Resolution 22-23-88 for Budget Amendment 22-23-072 to reallocate funds within Cost Center 2111 for nine ARPA water projects in Sun 'N Lake of Sebring Improvement District. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Res. Book 34 Page 97 & SMB 152 Page 15.***

## 12. COUNTY ADMINISTRATOR & LEGAL

**A. County Attorney Status Report.**

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of April 6, 2023. ***See SMB 152 Page 16.***

Ms. Sutphen requested permission from the Board to submit a letter of support requested by the Central Florida Regional Planning Council (CFRPC) for grant funding for a Landscape Project Developer and Funding Coordinator position. There was a consensus from the Board to draft the letter that would be signed by the Chair and brought back before the Board as an informational item.

Commissioner Kirouac stated he was approached by a constituent to question the possibility of renting the concession stand at the Sports Complex. Commissioner Kirouac requested direction from the Commission to give Ms. Sutphen permission to work with staff and come back before the Commission at a future meeting with a proposed policy.

Ms. Sutphen recommended the renting of the concession stand be done strictly through a master fee schedule and stated she would bring forward a policy for this item and also bring back amendments for the vacating of rights-of-way and easements.

Commissioner Tuck expressed her concerns regarding the renting of the concession stand and stated she would prefer renting to organizations rather than to individuals. Commissioner Kirouac questioned if the policy could be isolated to only non-profit organizations. Ms. Sutphen stated this item will come back before the Commission for

further discussion and setting of parameters. The policy would come back a second time for review of the fee schedule and final adoption. In regards to fees, Ms. Sutphen suggested two fee types be set, one for non-profits and one for for-profit organizations. Commissioner Roberts stated this is a good suggestion and a win-win situation for both types of organizations.

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

Business Services Director Tanya Cannady presented the Commissioner's Priorities and Project Status Report as of April 6, 2023. ***See SMB 152 Page 17.***

Regarding the upcoming Budget Workshop dates, Ms. Cannady provided the Commission with these available dates: Monday, June 5, 2023; Tuesday, June 6, 2023 (after the regularly scheduled Board meeting); Wednesday, June 7, 2023; and Thursday, June 8, 2023.

There was a consensus from the Commission to schedule the workshop on Tuesday, June 6, 2023, following the regularly scheduled Board meeting, and Wednesday, June 7, 2023, at 9:00 a.m., which will be advertised.

**C. Request approval to confirm Nicholas Sawyer as Deputy County Administrator/Chief of Staff.**

Tanya Cannady, Business Services Director, presented the request and introduced Nicholas Sawyer to the Commission, who has accepted the position as Deputy County Administrator/Chief of Staff.

County Attorney Sherry G. Sutphen addressed questions raised by the Commission.

Mr. Sawyer came before the Commission and addressed questions raised by Commissioner Tuck.

Commissioner Roberts welcomed Mr. Sawyer and stated he would be voting against the motion because he does not agree the Commission should be confirming an appointment, as the County Administrator has the full capacity of hiring individuals and the Commission has not had a hand in interviews or vetting of applicants. Commissioner Roberts stated he would rather see these appointments turned into a ceremonial event rather than a request to confirm. Commissioner Ewell stated he sees this confirmation more as a show of support for the selection made by the interview committee.

Commissioner Elwell moved approval to confirm Nicholas Sawyer as Deputy County Administrator/Chief of Staff. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Roberts, who voted nay. The motion carried. ***See SMB 152 Page 18.***

Commissioner Elwell made a motion to wholeheartedly and unabashedly welcome Nicholas Sawyer as Deputy County Administrator/Chief of Staff. Commissioner Kirouac seconded the motion.

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

**13. COMMISSIONERS**

Commissioner Elwell commented on the events that took place this past weekend and is looking forward to the Blueberry Festival in Avon Park this upcoming weekend.

Commissioner Tuck commented on the events and encouraged everyone to be safe while driving.

Commissioner Kirouac commented on the Champion for Children's Foundation Corn Hole Tournament last

Saturday at the AmVets Post in Sebring.

Commissioner Roberts also commented on the Champion for Children's Foundation Corn Hole Tournament, stating over $24,000 were raised, and commented on the concert held last Saturday evening at the Circle Theatre for the Champion for Children's Foundation that raised $2,700.

Commissioner Roberts congratulated Nicholas Sawyer, wishing him well and stated he is looking forward to getting to know him better.

Commissioner Campbell commented on the Champion for Children's Foundation Corn Hole Tournament and the Ridge Kokomo fundraising event for the Ridge ARC in Highlands County.

**14. INFORMATIONAL**

**A. Board payables from April 4, 2023 to April 17, 2023.** *See Check Reports file.*

**15. ADJOURN**

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

Chairman Campbell called for those in favor. The ayes have it and the motion is carried.

The meeting was adjourned at 10:34 a.m.

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: 5/16/2023**

| | |
|---|---|
| **PRESENTER:** | **Michael McMillian, Natural Resources Specialist II** |
| **SUBJECT/TITLE:** | **Request approval of Mr. William "Billy" Barben as the newest member of the Natural Resources Advisory Commission (NRAC) in the agricultural slot.** |

---

## STATEMENT OF ISSUE

NRAC received one new application for the open agricultural slot. Mr. Barben was present at the April 25 NRAC meeting. After meeting Mr. Barben, the members of NRAC moved to recommend to the BOCC that Mr. Barben fill the open agricultural slot. NRAC has three slot types: professional, environmental and agricultural. Mr. Barben would serve a four-year term as a regular member on NRAC.

## RECOMMENDED ACTION

**Move to approve Mr. William "Billy" Barben as the newest member of the Natural Resources Advisory Commission (NRAC) in the agricultural slot.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Application from Billy Barben.pdf

## Application to the Natural Resources Advisory Commission

Name = William M Barben
Address = 2093 E Hartts Desire Ln
City = Avon Park
State = Florida
Zip_Postal_Code = 33825
Phone = 8634430104
Email = billybarben@gmail.com
Request = Natural Resources Advisory Commission
Membership Type = Regular Member
Current Employment Experience: = Fourth Generation citrus grower in Highlands county. Asst President of Robert J Barben inc. Been involved with the family business since 1988
Previous Employment Experience: = Walt Disney plant division 1984-1986Fosters plant nursery in Miami 1986-1987
High School = graduate of Avon Park High 1980
College = BS degree in Ornamental Horticulture from University Of Florida 1984
Special Training: = Special Training
Activities & Interest: = Hiking, fishing, camping, race cars committee chair for Boy Scout Troop 156 in Avon Park
Current positions on boards, committees, elected offices, law enforcement positions: = Boy scouts ,Highlands County Citrus Growers ,
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 60
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.3.206.8

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Leah Sauls, Director of Development Services**<br>**Casey Hartt, Lead Marketing Consultant** |
| **SUBJECT/TITLE:** | **Request to appoint/reappoint Christine Hatfield, Cynthia Garren, Andy Kesling, Victoria Currence and Josh Stewart to the Highlands County Tourist Development Council.** |

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## STATEMENT OF ISSUE

The Tourist Development Council (TDC) has 5 vacancies, four as regular members (seats previously held by Christine Hatfield, Cynthia Garren, Kacey Mee and Vicki Pontius) and one as representative of City of Sebring (previously held by Mark Stewart).

Florida Statute 125.0104 requires the TDC be made up of nine (9) members total meeting the following requirements: one (1) representative of the Board of County Commissioners; two (2) elected municipal officials, one being from the most populous city in the county; six (6) persons involved in and having demonstrated interest in tourist development, three of which be owners or operators of tourist accommodations and subject to the Tourist Development Tax.

Notice of the 5 vacancies was put before the Board of County Commissioners on February 7th, 2023. Four individuals have applied for appointment or reappointment for the vacant regular member positions on the TDC. The applicants are: Christine Hatfield, owner of Inn on the Lakes, for reappointment to a second consecutive term; Cynthia Garren, Director of Cultural Programs at South Florida State College, for reappointment to a third consecutive term; Andy Kesling, Head Golf Professional at Pinecrest Golf Club, for appointment to a first term; and, Victoria Currence, Director of Operations for Tru by Hilton Hotel, for appointment to a first term. An accompanying letter of rationale for Cynthia Garren's reappointment for a third term on the TDC is attached.

Sebring's City Council recommends Josh Stewart to the Board of County Commissioners as City of Sebring's representative to the Tourist Development Council, fulfilling the requirement of an elected official from the most populous municipality in the county to sit on the Council.

All five seats will each serve a four-year term, starting on May 16th, 2023 and ending on May 16th, 2027.

## RECOMMENDED ACTION

**Move to appoint/reappoint Christine Hatfield, Cynthia Garren, Andy Kesling, Victoria Currence and Josh Stewart to the Highlands County Tourist Development Council.**

## FISCAL IMPACT

No fiscal impact.

Attachments: J. Stewart - Appointment to TDC 5-1-23.pdf
C. Garren Letter of Rationale Third Term.pdf
C. Garren Committee Application.pdf
C. Hatfield Committee Application.pdf
A. Kesling Committee Application.pdf
V. Currence Committee Application.pdf

JOHN SHOOP, MAYOR

COUNCIL:
LENARD CARLISLE, PRESIDENT
ROLAND BISHOP, PRO-TEMPORE
HARRISON HAVERY
TERRY MENDEL
JOSH STEWART

SEBRING
CITY ON THE CIRCLE

368 SO. COMMERCE. AVE.
SEBRING, FL 33870
(863) 471-5100
(863) 471-5142(FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

PENNY ROBINSON
ASSISTANT CITY ADMINISTRATOR

Via Email: rfultz@highlandsfl.gov

May 1, 2023

Ms. Reagan Fultz, Tourism Development Coordinator
Highlands County Tourist Development Council
501 South Commerce Avenue
Sebring, FL 33870

RE: Appointment to Tourist Development Council

Dear Ms. Fultz:

Please be informed that at their April 18, 2023 meeting the Sebring City Council selected Councilmember Josh Stewart to serve on the Highlands County Tourist Development Council.

Thank you,

Sincerely,

Scott Noethlich
City Administrator

BSN:rp

cc: Councilmember Stewart
City Clerk Haley

VISIT Sebring
AVON PARK & LAKE PLACID, FL
www.VisitSebring.com

Highlands County Board of County Commissioners:

According to the Highlands County Board of County Commissioner's policy on board appointments, guideline four : "... each committee member shall be limited to two (2) consecutive terms of service and must not have served for one (1) year to be eligible for (re)appointment, unless a committee desires to retain a committee member whose term is expiring and provides a written recommendation to the Board requesting retention of that committee member that states the reasons for the committee's preference for retention of that particular committee member rather than the appointment of a new committee member to that committee; and the Board approves retention of that committee member for one additional term."

Cindy Garren's term is set to expire in May 2023. As such, on Thursday, April 27, 2023, the Highlands County Tourist Development Council (TDC) moved to recommend Cindy Garren for reappointment and is requesting to waive the one-year break between the consecutive years of service. There are currently four vacancies on the TDC Board, and at this time, there are only two candidates applying. As such, since there are more vacancies than applications, the board respectfully requests to retain Cindy Garren due to her institutional knowledge of the board and the tourism industry within Highlands County. With Cindy's reappointment, and with the second applicant's appointment, two vacancies will remain allowing for a new candidates to join in the near future.

Sincerely,

Christine Hatfield, Chair

501 S. Commerce Avenue
Sebring, FL 33870
(800) 545-6021 (863) 402-6909

**From:** Sauls, Leah M.
**To:** Fultz, Reagan H; Wohl, Casey
**Subject:** FW: Committee Application
**Date:** Monday, February 6, 2023 9:55:11 AM

---

**From:** Drake, Michelle <mdrake@highlandsfl.gov>
**Sent:** Monday, February 6, 2023 9:52 AM
**To:** Sauls, Leah M. <lsauls@highlandsfl.gov>
**Cc:** King, Jeffrey <jking@highlandsfl.gov>
**Subject:** FW: Committee Application

Good Morning Leah,
I am forwarding to you an application received for the Tourist Development Council.
Thank you,

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.

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**From:** noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> **On Behalf Of** noreply@revize.com
**Sent:** Thursday, February 2, 2023 10:52 AM
**To:** Drake, Michelle <mdrake@highlandsfl.gov>
**Cc:** tmorgan@highlandsfl.gov
**Subject:** Committee Application

[**CAUTION:** External Message*]

Name = Cynthia Garren
Address = 2852 Palo Verde Drive
City = Avon Park
State = Florida
Zip_Postal_Code = 33825

Phone = 8638400606
Email = garrenc@southflorida.edu
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Director, Cultural Programs at South Florida State College
Previous Employment Experience: = American Red Cross - major gifts officerExecutive Director - Troy Savings Bank Music HallFounding Executive Director - Wiltsie Performing Arts CenterCEO - Girl Scouts, Scranton Pocono Council
High School = High School
College = College - Penn State University - BA Theater UNC - M.F.A. Theater
Special Training: = Graduate of the School for Public Assembly Facilities - IAAM
Activities & Interest: = theatrehikingreadingtravel
Current positions on boards, committees, elected offices, law enforcement positions: = former United Way advisory boardPenn State Theatre Advisory Board
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 62
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 67.238.66.22

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

## Fultz, Reagan H

**From:** Drake, Michelle
**Sent:** Monday, April 17, 2023 10:23 AM
**To:** Fultz, Reagan H
**Cc:** Rybinski, Gloria; Sauls, Leah M.
**Subject:** FW: Committee Application

Hi Reagan,
Here is a committee application for Tourist Development 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: Thursday, April 6, 2023 12:24 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Brutus, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Christine Hatfield
Address = 3101 Golfview Road
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-414-1415
Email = Christineiotl@me.com
Request = Tourist Development Council
Current Employment Experience: = Inn on the Lakes and Chicanes Rwstaurant Previous Employment Experience: = Been in the Business since 1992 High School = High School Deerborne High School Coral Gables Florida College = College University of South Florida Tampa Florida Special Training: = Special Training Activities & Interest: = Thoroughbred Racing and HorsesCulinaryOKDesigb Current positions on boards, committees, elected offices, law enforcement positions: = TDC Hughlands County Relation = No Relative Name: =
Relationship: =
Conviction = No

Gender = Female
Age = 68
Race: = White
Signature Certification: = Checked indicating Electronically Signed Client IP = 166.198.157.93

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**From:** webmstr=highlandsfl.gov@revize.com on behalf of webmstr
**To:** Drake, Michelle
**Cc:** Brutus, Chantel E.
**Subject:** Committee Application
**Date:** Wednesday, April 26, 2023 4:05:10 PM

[**CAUTION:** External Message*]

Name = Andy Kesling
Address = 773 Golfside Ln
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 8638352436
Email = andy@pinecrest.golf
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = I am the Head Golf Professional for Pinecrest Golf Club. I have been on the job since September of 2022.
Previous Employment Experience: = Before Pinecrest I spent 15 years at Sun 'N Lake Golf Club with 11 of those years managing the golf operation.
High School = High School
College = None
Special Training: = U.S. Army for 4 years
Activities & Interest: = I enjoy most everything sports related. Spending time with my family is very important to me and we really enjoy going to the beach.
Current positions on boards, committees, elected offices, law enforcement positions: = I am currently on the Citrus Golf Trail board helping to bring more golfers to our county.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 42
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 70.90.69.129

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**From:** webmstr=highlandsfl.gov@revize.com on behalf of webmstr
**To:** Drake, Michelle
**Cc:** Brutus, Chantel E.
**Subject:** Committee Application
**Date:** Tuesday, May 2, 2023 8:05:29 AM

[**CAUTION:** External Message*]

Name = Victoria Currence
Address = 1517 Lagrance Ave
City = Sebring
State = Fl
Zip_Postal_Code = 33870
Phone = 8632145330
Email = vcurrence@zmchotels.com
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = I am currently the Director of operations at the Tru by Hilton in Sebring. I help oversee day to day operations and special projects to assure guest are satisfied with their stay and work to make right situations when guest are not happy.
Previous Employment Experience: = I started my employment at the Residence Inn in Sebring as a Front desk sales and service agent then moved over to the Tru when it was opened. I have been moving my way up since my move starting as Front desk supervisor then guest service manager and finally Director of operations.
High School = High school diploma and Management courses at SFSC
College = SFSC
Special Training: = Special Training
Activities & Interest: = I enjoy people getting to know people their background and what brings them to Sebring. Besides working at the Tru I also serve at Outback 2-3 nights a week because I enjoy being around people. I have always wanted to get involved in the community and when asked if I wanted to apply to this position, I was more than happy to be given a chance.
Current positions on boards, committees, elected offices, law enforcement positions: = None.
Relation = No
Relative Name: =
Relationship: =
Gender = Female
Disabled = No
Age = 30
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 167.187.100.206

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Denise Williams, County Veteran Services Officer**

**SUBJECT/TITLE:** **Request appointment of Adam Martin and James Van Dyke to the Veterans Advisory Board.**

---

## STATEMENT OF ISSUE

Presently, there are two (2) board vacancies for the Highlands County Board of County Commissioners Veterans Advisory Board. We respectfully recommend Adam Martin representing the Lake Placid District and James Van Dyke representing the Sebring District for three (3) year-terms. If appointed, the terms for both Mr. Martin and Mr. Van Dyke will begin on May 16, 2023.

## RECOMMENDED ACTION

**Move to appoint Adam Martin representing the Avon Park District and James Van Dyke representing the Sebring District to three (3) year-terms beginning May 16, 2023.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: James Van Dyke VAB application.pdf
Adam Martin VAB application.pdf
04-06-23 VAB Minutes.pdf

Verified 6 April 2023

**APPLICATION**

***(To request appointment to the Veterans Services Advisory Board)***

**Name:** James E. Van Dyke
**Address:** 225 Duane Palmer Blvd.
Sebring, FL. 33876
**Phone:** 616 229-5539 **Cell Phone:** 229-5338

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ☒ regular member ☐ alternate ☐ advisory only.

**Employment Experience:**

Current: Retired
Brief Description: Resort owner, Police officer
Previous:
Brief Description:

**Education / Special Training**

High School: Hussonville High School, Hussonville Mi 49426
College: None
Special training: Naval Operations

**Activities and Interests:**

Attend classes related to Naval operations
Belong to American legion
DAV
Volunteer DAV - Fishing Tournament

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

None at present

**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. Part II, Number 10, of the Code of Conduct prohibits *"Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude."* Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? ☐ Yes ☒ No

Date Submitted: 04/06/2023 Signature:

Verified 6 April 2023

**APPLICATION**

*(To request appointment to the Veterans Services Advisory Board)*

**Name:** Adam C. Martin
**Address:** 4159 E. Old Bombing Range Rd
Avon Park, FL 33825
**Phone:** 863-452-6786 **Cell Phone:** 863-449-1057

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ■ regular member □ alternate □ advisory only.

**Employment Experience:**

Current: Retired
Brief Description:
Previous: College Business Professor.
Brief Description: Coordinator Criminal Justice Training
Military Police Sgt.
Law Enforcement officer

**Education / Special Training**

High School: Avon Park H.S.
College: Master's of Business Administration
Special training: Civilian and Military Law Enforcement

**Activities and Interests:**

Lead singer and songwriter for the band, Blackbird Anthem. Play shows across the nation to support and help fundraise for large and small veteran non-profits.

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

No current committees or elected offices.
I have been a Sebring Police Officer, full time from 1998-2003.

**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. Part II, Number 10, of the Code of Conduct prohibits *"Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude."* Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? □ Yes ☒ No

Date Submitted: 4-6-2023 Signature: [signature]

Highlands County
Veterans Advisory Board
7209 S George Blvd
Sebring, FL 33870

**April 6, 2023**

**Call to Order**
Chairman Kenneth Kirk called the meeting to order at 3:33 pm.
Invocation: County Veteran Services Officer Denise Williams
The Pledge of Allegiance led by CVSO Williams.
Sunshine Law: Veteran Service Specialist (VSS) Michelle Rigterink
Roll Call: VSS Rigterink

**Members present:**
Mr. Bousquet, Mr. Brooks, Chairman Kirk, Mr. Andrews, V. Chair Mr. Martin Jr.

**Non-voting members**:
County Veteran Service Officer-Denise Williams
Highlands County Commissioner-Arlene Tuck Excused
Community Program Director-Ingra Gardner
VSS Veteran Services Specialist-Michelle Rigterink

**Approval of Minutes:**
Mr. Bousquet made a motion to approve the March 2, 2023, minutes, Mr. Brooks with a second, all in favor.

**Old Business:**
1. Chairman Kirk continued the conversation around usage of the land around the Veteran Services Office (VSO), once Medal of Honor (MOH) is moved downtown. The general consensus remains a place for reflection, serenity, possibly a gazebo and benches. The board members all agreed that Chairman Kirk should approach each HCBOCC board member separately ahead of a formal request in order to brief the board members about the overall vision. Mr. Kirk will share some photos with the board from a project in Avon Park that may have received donation dollars from Home-Depot.
2. It was discussed that prior to Mr. Kirk meeting individually with the board members, the board would need create a packet with possibly some photos, a letter from the Veteran's Council in support of the project, and some discussion around the cost to forward to Michelle Drake, PIO.
3. Two new candidates, Jim Van Dyke, and Adam C. Martin submitted applications for membership on the VAB. Chairman Kirk introduced each candidate, and each candidate talked a little bit about their military and professional career.
4. A motion was made by Robert Brooks to recommend both candidates, Jim Van Dyke and Adam C. Martin for approval by the HCBOCC to the Veterans Advisory Board. A second was made by Mr. Bousquet, all in favor.
5. The VAB will need to submit a packet to the PIO for approval, outlining what the VAB would like to post to the county website regarding PACT Act scams and fraud.

**New Business**:

1. In an effort to better understand "demand" and "supply" for services at the VSO, Chairman Kirk was provided with two bar charts showing Veteran interactions for the VSO dating back to 2022 (attached). Chairman Kirk asked Program Director Gardner for historical data on interactions dating back to 2018. Program Director Gardner started collecting data in the form of an interaction report in 2021 when she was hired. Mr. Bousquet asked Program Director Gardner if any other data could be collected that might help to better serve veterans of Highlands County. Program Director Gardner decided to reach out to the surrounding counties and find out what type of data is being collected for comparison. Program Director Gardner will report back to the VAB about her findings.
2. Mr. Bousquet made a motion to request quarterly interaction data from the HCBOCC PIO, V. Chair Martin, Jr., with the second, all in favor.

**Open Discussion:**

1. Mr. Van Dyke recently relocated to Sebring, FL from a large city in Michigan and said he is concerned because it seems difficult to get clear information regarding veteran services. CVSO Williams pointed out that when a veteran moves from a very large city to a much smaller city like Sebring, FL a veteran may not have access to the breadth of services because of the size of the county. Mr. Van Dyke is also concerned that as a veteran he always needs to fill out duplicate documentation for example, at the Sebring Clinic. He is also concerned about how difficult it is to navigate the "travel-pay" portal on VA.gov for travel reimbursement. As a new veteran in Highlands County, he also asked the VAB about the services offered at the VSO.
2. Program Director Gardner shared materials with Mr. Van Dyke published by the FDVA as well as the VSO brochure about the services offered at the Highlands County Veteran Service office.
3. All members reviewed the FDVA benefits booklet and the VSO brochure and suggested that those materials should be promoted so more veterans are aware of the services offered at the VSO. A suggestion to publish the VSO brochure to Highlands County social media at least two time per year, perhaps around Memorial Day and Veteran's Day might be a good start.

**Adjourn:**

The meeting was adjourned at approximately 4:40 p.m.

The next meeting will be Thursday, May 4th, 2023, at 3:30 p.m. at the Veteran Services Office Conference Room

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2124(a), modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels, spread throughout the Covered Bridge Community.** |

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## STATEMENT OF ISSUE

The Applicant is requesting to modify the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) on 6 parcels spread throughout the Covered Bridge Community. Currently, the front yard requirement for single family homes and duplexes is 25 feet. The Applicant is requesting a reduced front yard requirement of 10 feet for the purpose of constructing open carports. The FUD conditions will allow the reduction of the front yard requirement for open carports only.

The same request was approved for a total of 138 lots spread throughout the Covered Bridge Community in 2018, 2021 and 2022.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2124(a) as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-107, P&Z Hearing No. 2124(a), modifying the existing M-1 FUD for 6 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2124(a) for BCC Covered Bridge.pdf
Application P&Z 2124.pdf
Resolution P&Z 2124(a) - Covered Bridge M-1 FUD.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 5/16/2023 |
| **Case Number:** P&Z 2124(a) | **Case Name:** Covered Bridge Modification to Front Yard Requirements Part IV |
| **Agent:** Covered Bridge Community c/o Concetta and Louis Charles | **Property Owners:** Multiple Owners of 6 parcels |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels, spread throughout the Covered Bridge Community. The Applicant is requesting a reduction to the front yard requirement from 25 feet to 10 feet to allow an open carport on each of the 20 parcels.

General Location: Located west of US 27, on the north side of Lake Francis Road, Lake Placid, FL; and abbreviated legal as follows: 6 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located in Section 15, Township 36 South, Range 29 East, Highlands County, Florida.

PARCEL IDs: See Exhibit 1

**Staff Recommendation:**

1. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution 22-23-107, P&Z Hearing No. 2124(a), modifying the existing M-1 FUD for 6 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing M-1 FUD for 6 parcels, and the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the April 11, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "A. HEARING NUMBER P&Z 2124 – COVERED BRIDGE**

**COMMUNITY C/O CONCETTA ("CONNIE") AND LOUIS CHARLES** 20 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located west of US 27, on the north side of Lake Francis Road, Lake Placid, Florida; and abbreviated legal as follows: 20 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located in Section 15, Township 36 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting to modify the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels. The applicant is requesting a reduction to the front setback from 25 feet to 10 feet to allow an open carport. Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Boring and seconded by Mrs. Ezell to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing M-1 FUD for 6 parcels, and the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a modification to the existing M-1 FUD for 6 parcels in the Covered Bridge Community. The Applicant is requesting a reduced front yard setback of 10 feet for the purpose of constructing carports only.

The same request was approved for a total of 138 lots spread throughout the Covered Bridge Community in 2018, 2021, and January 2022.

**2. Notices to Surrounding Property Owners.**

On March 15, 2023, notices were mailed to 270 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

**3. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Single-Family Residences (SFR) /Duplexes | High Density Residential (RH) | M-1 FUD |

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Adjacent Property to the North | Vacant/SFR/Misc./ Mobile Home | Agriculture (AG)/ Medium Density Residential (RM) | Agricultural District (AU) |
| Adjacent Property to the South | SFR | AG | Residential District (R-1) |
| Adjacent Property to the East | Misc./ Orange Grove | AG/Low Density Residential (RL) | AU/ Estate District (EU) |
| Adjacent Property to the West | Vacant | AG | R-1 |

**4. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH).

**Zoning…** Highlands County Land Development Regulations (LDRs): Section 12.05.220: Mobile Home Subdivisions District (M-1) and Section 12.05.291: Flexible Unit Development District (FUD).

**Department Analysis and Comments of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved.

**Florida Department of Health:** No objection.

**2. The following Departments, Divisions, and Agencies offered no comment:** Highlands County Natural Resources, Florida Department of Environmental Protection, and Sebring Airport Authority.

**3. The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

**4. Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 70 and 85 feet.
2. **Soils:** The soils underlying the site are *Archbold, Astatula, Duette, Myaka, and Samsula Muck.*

   *Archbold* – this soil is nearly level to gently sloping and moderately well drained. The available water capacity is very low. The water table is within 40-60 inches during the summer rainy season and recedes to a lower depth the rest of year.

   *Astatula* – this soil is nearly level to moderately sloping and excessively drained. The available water capacity is very low. Depth to water table is more than 80 inches.

   *Duette* – this soil is nearly level and moderately well drained. The available water capacity is very low. The water table is at a depth of 48 to 72 inches for 1 to 4 months during the summer rainy season and recedes to a lower depth during the rest of the year.

   *Myaka* – this soil nearly level and poorly drained. The water table is at a depth of less than 12 inches during the summer rainy season. Generally, it is at a depth of 12 to 40 inches during the rest of the year, however, during extended dry periods, the water table recedes to a depth of more than 40 inches.

   *Samsula Muck* – this soil is nearly level and very poorly drained. The available water capacity is high. Under natural conditions this soil is ponded 6 to 9 months in most years. The water table is at a depth of 10 inches or less for the rest of the year.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

**B. Zoning Analysis:**

1. **Current Use of Land:** There are currently single-family dwellings and duplexes existing on the site.
2. **Current Zoning Designation:** The site has a zoning designation of M-1 FUD.
3. **Proposed Zoning Designation:** The proposed zoning designation is M-1 FUD.
4. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per property. The parcel would currently carry a potential population yield of 13 persons; 6 properties x 1 dwelling unit = 6 dwelling units; 6 dwelling units x 2.3 persons = 13.8 persons.
5. **Proposed Population Yield:** There is no proposed change to the number of dwelling units, which would result in no change to the population yield.
6. **The Applicant's proposed development program:** The property is currently comprised of single-family dwellings and duplexes for persons aged 55 years and older. The proposed modification will reduce the front yard requirements to permit construction of carports for the residents.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Plan indicates that the site contains Xeric Upland, Cutthroat Seep, and Wetland habitats. The purpose of this modification to the existing M-1 FUD is to reduce the front yard requirements to allow the construction of carports onto existing single-family dwellings and duplexes. Each parcel has been developed, and any potential habitats have already been impacted. Pursuant to Natural Resource Element Policy 3.3. of the Highlands County 2030 Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, but with a 0.2% annual chance flood hazard, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C00356C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within the Zone of Exclusion but is located within the Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The proposed development shall be required to comply with Section 12.12.301.B. of the Highlands County LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property is served by an off-site central potable water system provided by HC Waterworks.
2. **Central Wastewater:** The property is served by an off-site central wastewater system provided by HC Waterworks.
3. **Solid Waste:** The property is serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site is currently developed on non-County maintained roads within the Covered Bridge Community. The community utilizes Lake Francis Road and Peachtree Drive, which are County maintained, for vehicular access.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** The proposed modification will not require the need for additional recreation.

7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

**F.** **Schools:** The proposed modification will not generate student impacts to the school district.

**G.** **Airports:** The subject property is located approximately 17.35 miles southeast of the Avon Park Executive Airport and 7.5 miles southwest of the Sebring Regional Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing M-1 FUD for 6 parcels, spread throughout the Covered Bridge Community, totaling an approximate 2.51-acres, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.**

Attachments:

Exhibit 1: Parcel List
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Zoning Map

Exhibit 1:

| Parcel | Name | Address | Zoning |
|---|---|---|---|
| C-15-36-29-060-0010-0050 | Jeffery E & Jeanie M Stinson | 108 Jasmine St | M-1 FUD |
| C-15-36-29-060-0060-0020 | Jeffrey G & Cynthia L McCluskey | 102 Hillcrest St | M-1 FUD |
| C-15-36-29-060-0060-0050 | Alan F & Gail L Drake | 108 Hillcrest St | M-1 FUD |
| C-15-36-29-060-0060-0060 | Vija M & Fagoon Patel | 110 Hillcrest St | M-1 FUD |
| C-15-36-29-060-0090-0380 | James E & Vicky Moore | 122 Park View Cir | M-1 FUD |
| C-15-36-29-060-0110-0040 | Timothy & Pamela Barrett | 133 Park View Cir | M-1 FUD |

Exhibit 2:

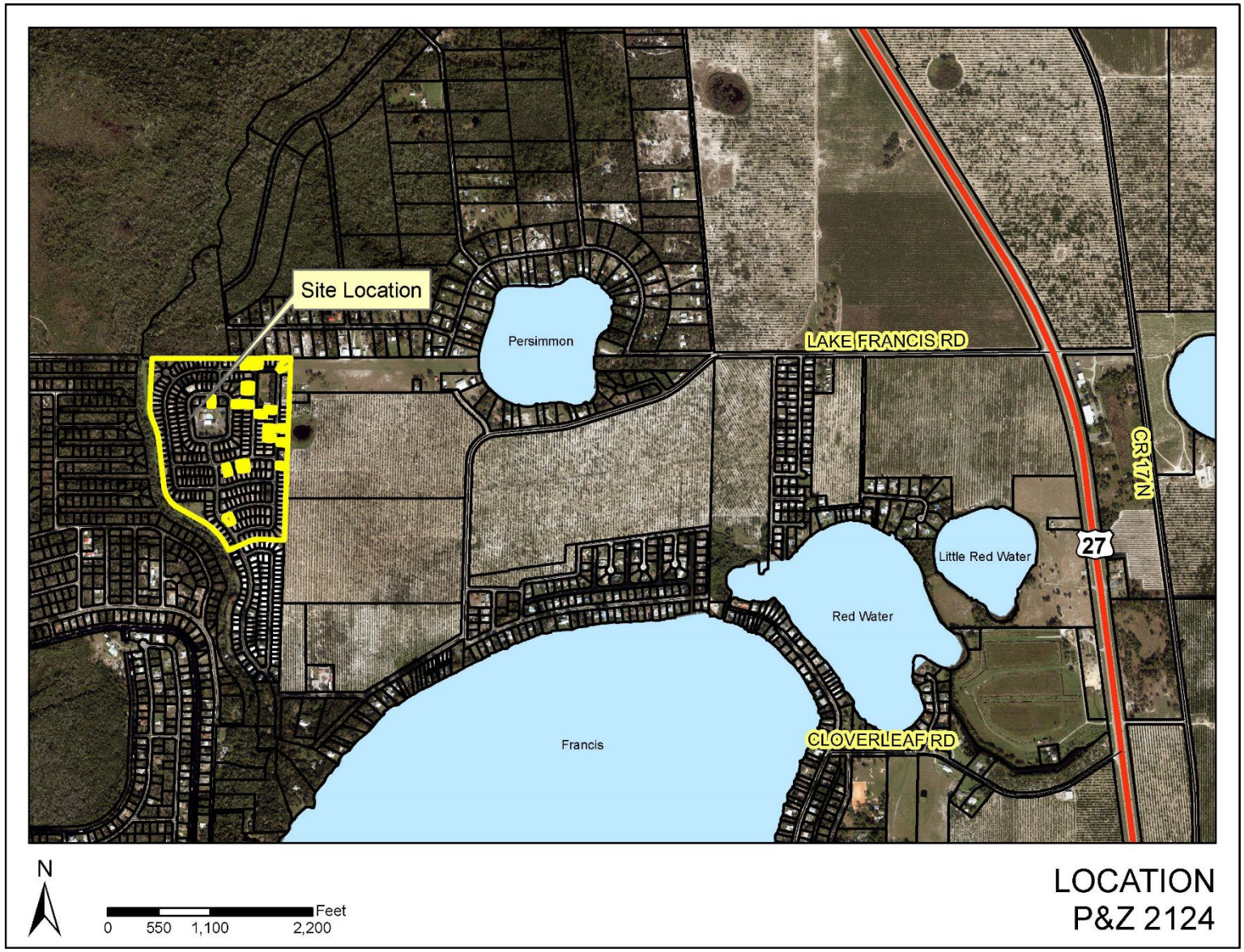

Site Location
Persimmon
LAKE FRANCIS RD
CR17N
27
Little Red Water
Red Water
Francis
CLOVERLEAF RD
N
0
550
1,100
2,200
Feet
LOCATION
P&Z 2124

Exhibit 3:

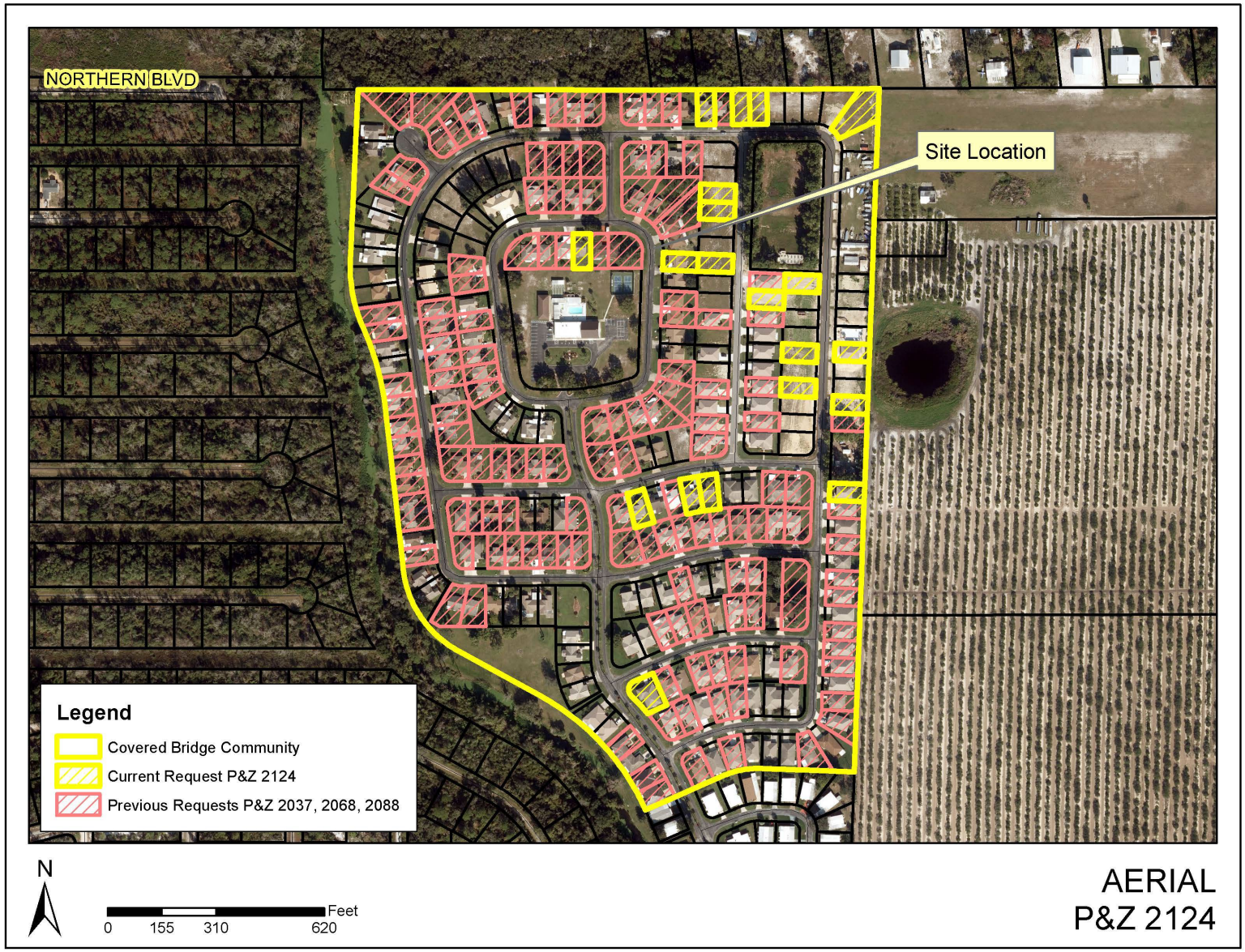
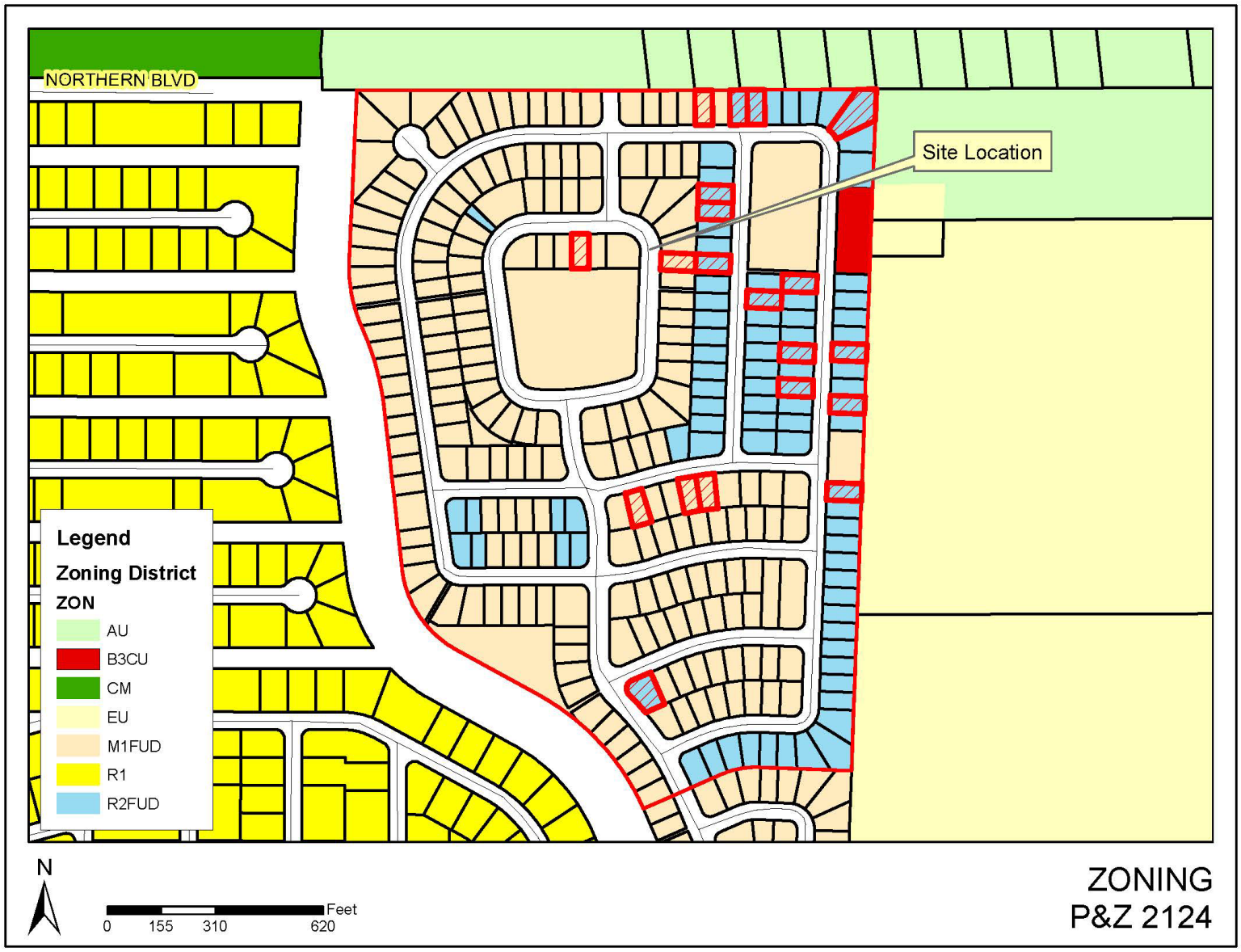

NORTHERN BLVD
Site Location
Legend
Covered Bridge Community
Current Request P&Z 2124
Previous Requests P&Z 2037, 2068, 2088
N
0
155
310
620
Feet
AERIAL
P&Z 2124

Exhibit 4:


NORTHERN BLVD
Site Location
Legend
Zoning District
ZON
AU
B3CU
CM
EU
M1FUD
R1
R2FUD
N
0
155
310
620
Feet
ZONING
P&Z 2124

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** M-1 PUD & R-2 PUD
**Zoning change to:** M-1 PUD & R-2 PUD

***Note:*** *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

**********

## SECTION I: STAFF USE ONLY:

project # 23020010

**P&Z Hearing Number:** 2/24 **Date of Application:** 2/10/2023
**Amount of Fee: $** 1,950.00 **Receipt No.:** 46000001303 **Tax Map No.:** 95-A
**Hearing Dates: LP:** _____ **P&Z:** 4/11/2023 **BCC:** 5/16/2023

**********

**This application has been reviewed for completeness and determined sufficient:**

_____ 2/10/2023
**Zoning Supervisor** **Date**

**********

## SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** COVERED BRIDGE COMMUNITY
   **Mailing Address:** SEE ATTACHED
   **Telephone No.:** 315-416-5895 **E-Mail Address:** connie.charles54@gmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   **Print Name:** Concetta C. Charles and Lowis J. Charles
   **Mailing Address:** 10464 High Grove Ave. Lake Placid, FL. 33852
   **Telephone No.:** 315-416-5895 **E-Mail Address:** connie.charles54@gmail.com

**NOTARIZED AUTHORIZATION:**

☒ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached list

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C- SEE ATTACHED LIST **STRAP #:**C-_____
   **STRAP #:**C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** SEE ATTACHED LIST

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** M-1 FUD & R-2 FUD **Existing Land Use Classification:** RH
**Are the Zoning and Comprehensive Plan Consistent?** ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) varies feet, (depth) varies feet, street frontage varies feet, water frontage 0 feet, **Total acres** 2.51 (109,188 sf)
**If different from the total acreage,** the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☒Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? Single Family Dwellings + Duplexes

**If multiple units,** the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☒No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☒Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: R-94-23-2

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☒No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☒No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

| | Existing Uses | FLUM Designations | Zoning Districts |
|---|---|---|---|
| **North** | Single Family | RH | M-1 FUD / R-2 FUD |
| **South** | Homes + Duplexes | " | " |
| **East** | as provided | " | " |
| **West** | | " | " |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Reduce front setback from 25' ~~Copy # 13 from previous sheets provided~~ to 10' to allow open carport

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** ~~Same as # 14~~ No change in the proposed number of dwellings

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR TBD %

**********

**SECTION V: ADDITIONAL INFORMATION REQUIRED:** 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A. N/A

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☒No
**If Yes,** the potable water system requirements will be accommodated by the _____ water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. CCC / LJC **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☒No N/A

**If Yes,** the wastewater treatment system requirements will be accommodated by the _____ system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. CCC + LJC **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒Yes ☐No CCC / LJC **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections Inc. refuse collection company.

**Note:** The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

**Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ☒No
**If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III _____.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☒**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

**Highlands County, Florida**
**Development Services Department Application**

**AGENT'S AFFIDAVIT**

I, Concetta C. Charles + Louis J. Charles, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Concetta C. Charles
Louis J. Charles
Print Name of Agent

Concetta C. Charles
Louis J. Charles
Signature of Agent

10464 HighGrove Ave
Address: Number and Street (P.O. Box)

Lake Placid, FL 33852
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of February, 2023, by Concetta C. Charles & Louis J. Charles who is personally known by me ☐ or who has produced FL DL & FL DL, as identification and who did take an oath:

Signature

NOTARY PUBLIC STATE OF FLORIDA
RACHEL BARRY
MY COMMISSION # GG910802
EXPIRES: September 10, 2023

Rachel Barry
Print Name

Notary Public, State of Florida
My Commission Expires: 9/10/23

# RESOLUTION NO. 22-23-107

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING APPROVED ON APRIL 18, 1978, THROUGH HEARING #496 FOR THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-15-36-29-060-0110-0040, C-15-36-29-060-0090-0380, C-15-36-29-060-0060-0020, C-15-36-29-060-0010-0050, C-15-36-29-060-0060-0060, AND C-15-36-29-060-0060-0050; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE ZONING APPROVAL ON APRIL 18, 1978, THROUGH HEARING #496; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-15-36-29-060-0110-0040, C-15-36-29-060-0090-0380, C-15-36-29-060-0060-0020, C-15-36-29-060-0010-0050, C-15-36-29-060-0060-0060, and C-15-36-29-060-0060-0050, has requested a modification to the conditions, restrictions and limitations of the existing zoning classification for the specific purpose of furthering residential convenience objectives; and

**WHEREAS,** the County has determined that the proposed zoning amendment is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning amendment is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning amendment; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning amendment does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Amendment To The Zoning Approval On April 18, 1978, Through Hearing #496.**

The Zoning Approval on April 18, 1978, through Hearing #496 providing for Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) zoning designation for those Properties identified by the Highlands County Property Appraiser through Parcel ID#s C-15-36-29-060-0110-0040, C-15-36-29-060-0090-0380, C-15-36-29-060-0060-0020, C-15-36-29-060-0010-0050, C-15-36-29-060-0060-0060, and C-15-36-29-060-0060-0050 (Property), and more particularly described as:

> Lot 5, Block 1; Lot 2, Block 6; Lot 38, Block 9; and Lot 4, Block 11; VENETIAN VILLAGE (REVISED), according to the Plat thereof, as recorded in Plat Book 11, Page 12, Public Records of Highlands County, Florida.
>
> AND All of Lot 6 and a portion of Lots 16 and 17, Block 6, Venetian Village (Revised), according to the map or plat thereof as recorded in Plat Book 11, Page 12, Public Records of Highlands County, Florida. The Portion of Lots 16 and 17, being more particularly described as follows: Commence at the Northwest corner of Lot 6, Block 6; thence South 10 degrees 59 minutes 44 seconds East, a distance of 100.0 feet to the POINT OF BEGINNING; thence continue South 10 degrees 59 minutes 44 seconds East a distance of 1.0 foot; thence Northeasterly along the arc of a curve to the right having for its elements a central angle of 2 degrees 46 minutes 31 seconds and a radius of 999.0 feet a distance of 48.39 feet; thence North 8 degrees 13 minutes 13 seconds West a distance of 1.0 foot; thence Southwesterly along the arc a curve to the left having for its elements a central angle of 2 degrees 46 minutes 31 seconds and a radius of 1,000.0 feet a distance of 48.43 feet to the POINT OF BEGINNING.
>
> AND All of Lot 5, Block 6, Venetian Village Revised, according to the plat thereof as recorded in Plat Book 11, Page 12, AND ALSO: A portion of Lots 17 and 18, Block 6, Venetian Village Revised, according to the Plat thereof as recorded in Plat Book 11, Page 12, of the Public Records of Highlands County, Florida, more particularly described as follows: Commence at the Northwest corner of Lot 5, Block 6: thence South 13 degrees 46’ 15” East a distance of 100.00 feet to the Point of Beginning; continue fence South 13 degrees 46’ 15” East a distance of 1.0 feet; thence Northeasterly along the arc of a curve to the right having for its elements a central angle of 2 degrees 46’ 31” and a radius of 999.0 feet a distance of 48.39 feet; thence North 10 degrees 59’ 44” West a distance of 1.0 feet; thence Southwesterly along the arc of a curve to the left having for its elements a central angle of 2 degrees 46’ 31” and a radius of 1,000.0 feet a distance of 48.43 feet to

the Point of Beginning; being the same parcel conveyed by Warranty Deed dated January 30, 1981, recorded in O.R. Book 677, Page 675, Public Records of Highlands County, Florida. THE PARCELS REFERENCED ABOVE ARE ALSO DESCRIBED AS: Lot 5 and the contiguous North 1 foot of a portion of lots 17 and 18, Block 6, Venetian Village Revised, according to the plat thereof as recorded in Plat Book 11, Page 12, of the Public Records of Highlands County, Florida.

is hereby amended as follows: The M-1 FUD zoning on the Property, shall be subject to the conditions, restrictions and limitations set forth in Sections 12.05.220 and 12.05.291 of the Highlands County Code of Ordinances EXCEPT unenclosed carports may encroach into the minimum 25-foot front yard setback for duplexes by up to 15 feet, leaving a setback of no less than 10-feet.

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

**SECTION 4. Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2124(a), as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

**DONE AND ADOPTED**, this 16th day of May, 2023.

**Signatures on Following Page**

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Public hearing to consider adoption of P&Z Hearing No. 2124(b), modifying the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels, spread throughout the Covered Bridge Community.** |

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## STATEMENT OF ISSUE

The Applicant is requesting to modify the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) on 14 parcels spread throughout the Covered Bridge Community. Currently, the front yard requirement for single family homes and duplexes is 25 feet. The Applicant is requesting a reduced front yard requirement of 10 feet for the purpose of constructing open carports. The FUD conditions will allow the reduction of the front yard requirement for open carports only.

The same request was approved for a total of 138 lots spread throughout the Covered Bridge Community in 2018, 2021 and 2022.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2124(b) as presented.

## RECOMMENDED ACTION

**Move to approve and adopt by Resolution 22-23-108, P&Z Hearing No. 2124(b), modifying the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.**

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2124(b) for BCC Covered Bridge.pdf
Application P&Z 2124.pdf
Resolution P&Z 2124(b) - Covered Bridge R-2 FUD.pdf

**HIGHLANDS COUNTY**
**PLANNING DIVISION**
**STAFF REPORT**

| | |
|---|---|
| **Type:** Rezone | **BCC Hearing Date:** 5/16/2023 |
| **Case Number:** P&Z 2124(b) | **Case Name:** Covered Bridge Modification to Front Yard Requirements Part IV |
| **Agent:** Covered Bridge Community c/o Concetta and Louis Charles | **Property Owners:** Multiple Owners of 14 parcels |
| **Public Hearing:** BCC | **Case Staff Member:** Melony Culpepper |

Request: Modifying the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels, spread throughout the Covered Bridge Community. The Applicant is requesting a reduction to the front yard requirement from 25 feet to 10 feet to allow an open carport on each of the 20 parcels.

General Location: Located west of US 27, on the north side of Lake Francis Road, Lake Placid, FL; and abbreviated legal as follows: 14 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located in Section 15, Township 36 South, Range 29 East, Highlands County, Florida.

PARCEL IDs: See Exhibit 1

**Staff Recommendation:**

1. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Resolution 22-23-108, P&Z Hearing No. 2124(b), modifying the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing M-1 FUD for 6 parcels, and the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the April 11, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "A. HEARING NUMBER P&Z 2124 – COVERED BRIDGE**

**COMMUNITY C/O CONCETTA ("CONNIE") AND LOUIS CHARLES** 20 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located west of US 27, on the north side of Lake Francis Road, Lake Placid, Florida; and abbreviated legal as follows: 20 parcels spread throughout the Covered Bridge community, totaling an approximate 2.51 acres, located in Section 15, Township 36 South, Range 29 East, Highlands County, Florida.

The Applicant is requesting to modify the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels. The applicant is requesting a reduction to the front setback from 25 feet to 10 feet to allow an open carport. Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Boring and seconded by Mrs. Ezell to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing M-1 FUD for 6 parcels, and the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

**Supplemental Material/Issue Analysis Report:**

**1. Request:** The matter for consideration is for a modification to the existing R-2 FUD for 14 parcels in the Covered Bridge Community. The Applicant is requesting a reduced front yard setback of 10 feet for the purpose of constructing carports only.

The same request was approved for a total of 138 lots spread throughout the Covered Bridge Community in 2018, 2021, and January 2022.

**2. Notices to Surrounding Property Owners.**

On March 15, 2023, notices were mailed to 270 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

**3. Existing Use Analysis:**

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Subject Property | Single-Family Residences (SFR) /Duplexes | High Density Residential (RH) | R-2 FUD |

| LOCATION | EXISTING USE | LAND USE CATEGORY | ZONING |
|---|---|---|---|
| Adjacent Property to the North | Vacant/SFR/Misc./ Mobile Home | Agriculture (AG)/ Medium Density Residential (RM) | Agricultural District (AU) |
| Adjacent Property to the South | SFR | AG | Residential District (R-1) |
| Adjacent Property to the East | Misc./ Orange Grove | AG/Low Density Residential (RL) | AU/ Estate District (EU) |
| Adjacent Property to the West | Vacant | AG | R-1 |

**4. Applicable References:**

**Planning…**§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH).

**Zoning…** Highlands County Land Development Regulations (LDRs): Section 12.05.212: Two-Family Dwelling District (R-2) and Section 12.05.291: Flexible Unit Development District (FUD).

**Department Analysis and Comments of Petitioner's Proposal:**

**1. The Departments, Divisions, and Agencies listed below provided comments as follows:**

**Zoning Division:** The staff has no objection to this request.

**Engineering Department:** Approved.

**Florida Department of Health:** No objection.

**2. The following Departments, Divisions, and Agencies offered no comment:** Highlands County Natural Resources, Florida Department of Environmental Protection, and Sebring Airport Authority.

**3. The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

**4. Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

**A. Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 70 and 85 feet.
2. **Soils:** The soils underlying the site are *Archbold, Astatula, Duette, Myaka, and Samsula Muck.*

   *Archbold* – this soil is nearly level to gently sloping and moderately well drained. The available water capacity is very low. The water table is within 40-60 inches during the summer rainy season and recedes to a lower depth the rest of year.

   *Astatula* – this soil is nearly level to moderately sloping and excessively drained. The available water capacity is very low. Depth to water table is more than 80 inches.

   *Duette* – this soil is nearly level and moderately well drained. The available water capacity is very low. The water table is at a depth of 48 to 72 inches for 1 to 4 months during the summer rainy season and recedes to a lower depth during the rest of the year.

   *Myaka* – this soil nearly level and poorly drained. The water table is at a depth of less than 12 inches during the summer rainy season. Generally, it is at a depth of 12 to 40 inches during the rest of the year, however, during extended dry periods, the water table recedes to a depth of more than 40 inches.

   *Samsula Muck* – this soil is nearly level and very poorly drained. The available water capacity is high. Under natural conditions this soil is ponded 6 to 9 months in most years. The water table is at a depth of 10 inches or less for the rest of the year.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

**B. Zoning Analysis:**

1. **Current Use of Land:** There are currently single-family dwellings and duplexes existing on the site.
2. **Current Zoning Designation:** The site has a zoning designation of R-2 FUD.
3. **Proposed Zoning Designation:** The proposed zoning designation is R-2 FUD.
4. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per property. The parcel would currently carry a potential population yield of 36 persons; 14 properties x 1 dwelling unit = 14 dwelling units; 14 dwelling units x 2.3 persons = 36.4 persons.
5. **Proposed Population Yield:** There is no proposed change to the number of dwelling units, which would result in no change to the population yield.
6. **The Applicant's proposed development program:** The property is currently comprised of single-family dwellings and duplexes for persons aged 55 years and older. The proposed modification will reduce the front yard requirements to permit construction of carports for the residents.

**C. Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Plan indicates that the site contains Xeric Upland, Cutthroat Seep, and Wetland habitats. The purpose of this modification to the existing R-2 FUD is to reduce the front yard requirements to allow the construction of carports onto existing single-family dwellings and duplexes. Each parcel has been developed, and any potential habitats have already been impacted. Pursuant to Natural Resource Element Policy 3.3. of the Highlands County 2030 Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, but with a 0.2% annual chance flood hazard, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C00356C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within the Zone of Exclusion but is located within the Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The proposed development shall be required to comply with Section 12.12.301.B. of the Highlands County LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

**D. Public Facilities and Services:**

1. **Potable Water:** The property is served by an off-site central potable water system provided by HC Waterworks.
2. **Central Wastewater:** The property is served by an off-site central wastewater system provided by HC Waterworks.
3. **Solid Waste:** The property is serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site is currently developed on non-County maintained roads within the Covered Bridge Community. The community utilizes Lake Francis Road and Peachtree Drive, which are County maintained, for vehicular access.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** The proposed modification will not require the need for additional recreation.

7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

**E.** **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

**F.** **Schools:** The proposed modification will not generate student impacts to the school district.

**G.** **Airports:** The subject property is located approximately 17.35 miles southeast of the Avon Park Executive Airport and 7.5 miles southwest of the Sebring Regional Airport.

**Mandatory Findings of Fact:**

**Use Consistency Finding:** The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

**Plan Consistency Finding:** The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

**Environmental Clearance Finding:** Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

**Historical and Archaeological Clearance:** The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

**Conformity Finding:** If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

**The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z Hearing No. 2124, modifying the existing the existing R-2 FUD for 14 parcels, spread throughout the Covered Bridge Community, totaling an approximate 2.51-acres, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.**

Attachments:

Exhibit 1: Parcel List
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Zoning Map

Exhibit 1:

| Parcel | Name | Address | Zoning |
|---|---|---|---|
| C-15-36-29-060-0010-0070 | Ernest C & Pamela S Greathouse | 112 Jasmine St | R-2 FUD |
| C-15-36-29-060-0010-0080 | Beverly A Smith | 114 Jasmine St | R-2 FUD |
| C-15-36-29-060-0010-0130 | Kenneth H Austin & Dawn M Peariso | 96 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0010-0260 | Raymond M & Peggy A Storey | 124 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0010-0290 | Michael B & Christy M Collins | 130 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0010-0310 | Sheldon A & Gail A Yerty | 142 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0040-0010 | Patricia A Thiel | 100 Oak Grove St | R-2 FUD |
| C-15-36-29-060-0080-0080 | Michael B & Maryann Schrembeck | 115 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0080-0120 | Elery & Theresa Le Blanc | 123 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0080-0140 | James A Jr & Holly M Ward | 127 Woodside Dr | R-2 FUD |
| C-15-36-29-060-0080-0260 | Louis J & Concetta C Charles | 10464 High Grove Ave | R-2 FUD |
| C-15-36-29-060-0090-0070 | Ralph W & Diane W Gruenefeld | 10495 High Grove Ave | R-2 FUD |
| C-15-36-29-060-0090-0080 | Karen M Wagner | 10489 High Grove Ave | R-2 FUD |
| C-15-36-29-060-0090-0110 | Robert & Gloria Sevigny | 10475 High Grove Ave | R-2 FUD |

Exhibit 2:

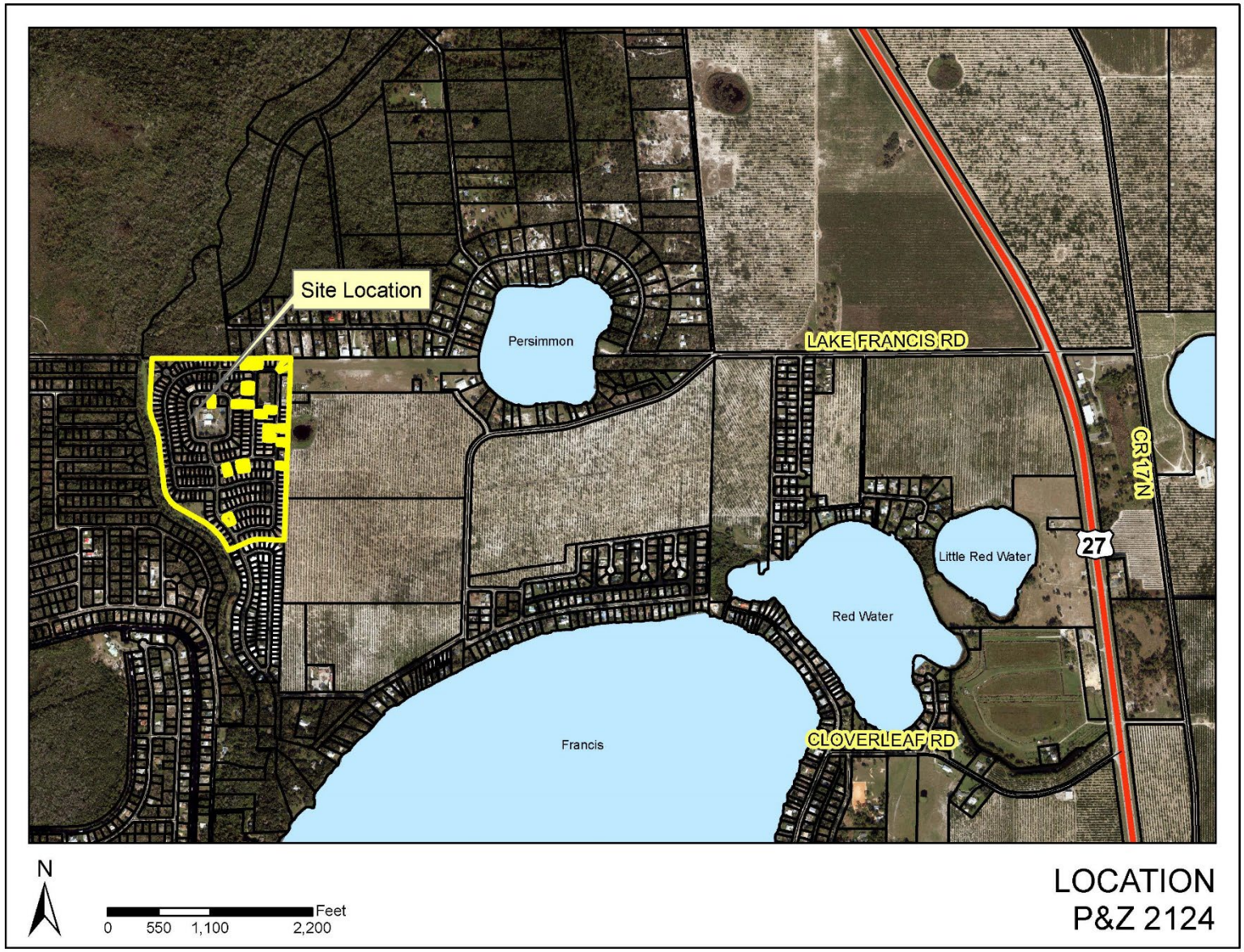

Site Location
Persimmon
LAKE FRANCIS RD
CR17N
27
Little Red Water
Red Water
Francis
CLOVERLEAF RD
N
0
550
1,100
2,200
Feet
LOCATION
P&Z 2124

Exhibit 3:

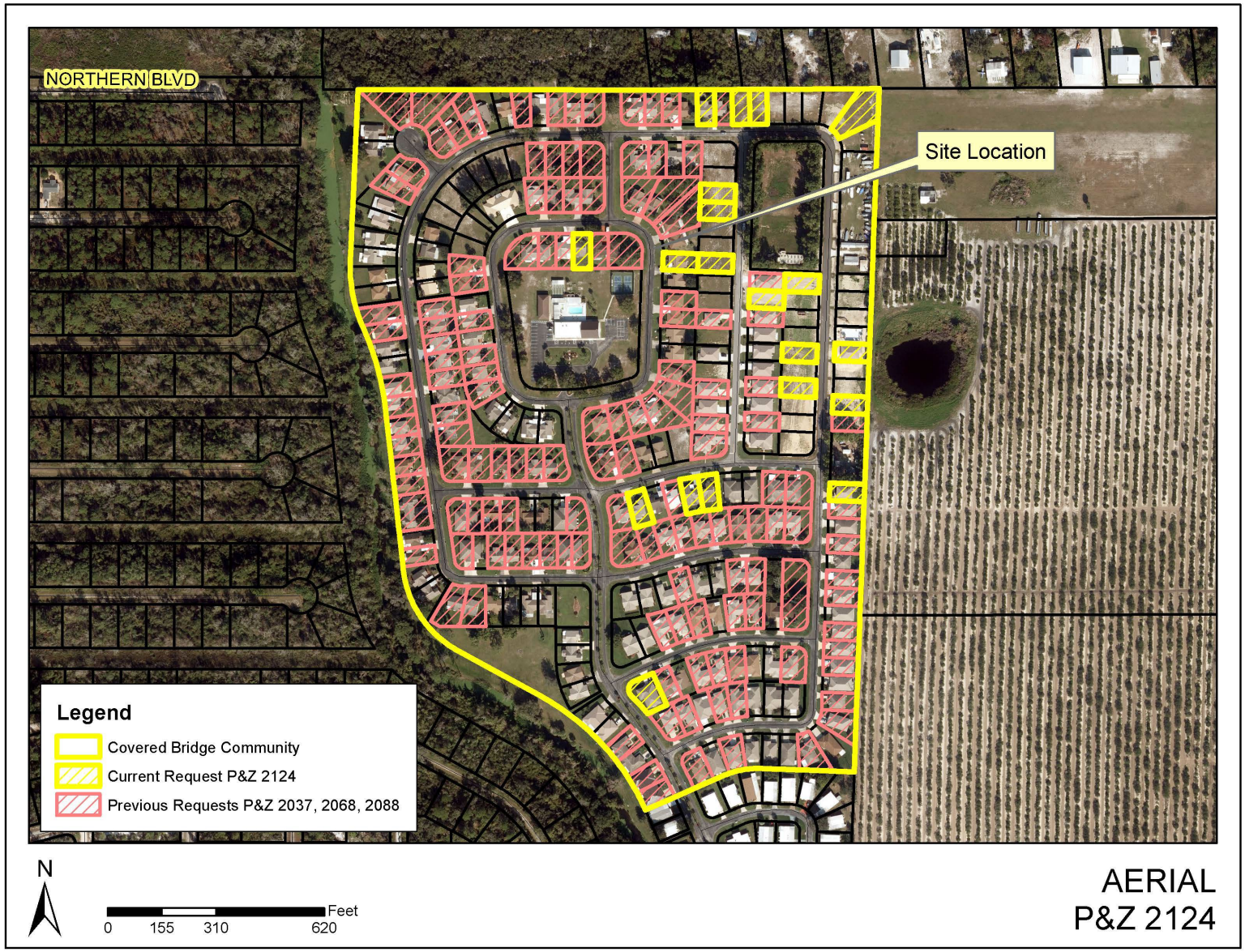
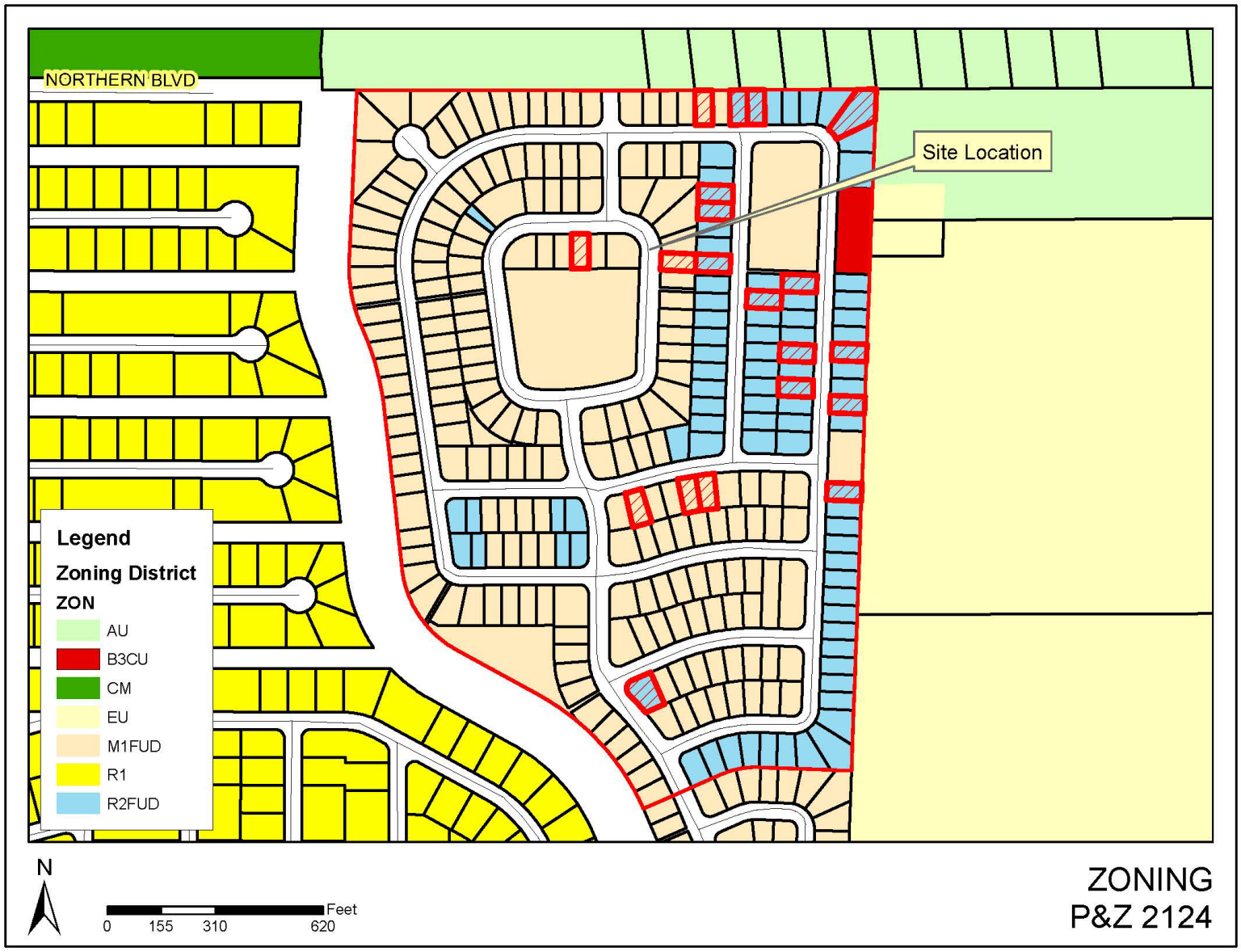

NORTHERN BLVD
Site Location
Legend
Covered Bridge Community
Current Request P&Z 2124
Previous Requests P&Z 2037, 2068, 2088
N
0
155
310
620
Feet
AERIAL
P&Z 2124

Exhibit 4:


NORTHERN BLVD
Site Location
Legend
Zoning District
ZON
AU
B3CU
CM
EU
M1FUD
R1
R2FUD
N
0
155
310
620
Feet
ZONING
P&Z 2124

# Highlands County, Florida
# Zoning Change Application

**Zoning change from:** M-1 PUD & R-2 PUD
**Zoning change to:** M-1 PUD & R-2 PUD

***Note:*** *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

**********

## SECTION I: STAFF USE ONLY:

project # 23020010

**P&Z Hearing Number:** 2/24 **Date of Application:** 2/10/2023
**Amount of Fee: $** 1,950.00 **Receipt No.:** 46000001303 **Tax Map No.:** 95-A
**Hearing Dates: LP:** _____ **P&Z:** 4/11/2023 **BCC:** 5/16/2023

**********

**This application has been reviewed for completeness and determined sufficient:**

_____ 2/10/2023
**Zoning Supervisor** **Date**

**********

## SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   **Print Name:** COVERED BRIDGE COMMUNITY
   **Mailing Address:** SEE ATTACHED
   **Telephone No.:** 315-416-5895 **E-Mail Address:** connie.charles54@gmail.com
2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   **Print Name:** Concetta C. Charles and Louis J. Charles
   **Mailing Address:** 10464 High Grove Ave. Lake Placid, FL. 33852
   **Telephone No.:** 315-416-5895 **E-Mail Address:** connie.charles54@gmail.com

**NOTARIZED AUTHORIZATION:**

☒ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. See attached list

4. **Strap No.(s) of Property Covered by Application:**
   **STRAP #:**C- SEE ATTACHED LIST **STRAP #:**C-_____
   **STRAP #:**C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** SEE ATTACHED LIST

**********

## SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** M-1 FUD & R-2 FUD **Existing Land Use Classification:** RH
**Are the Zoning and Comprehensive Plan Consistent?** ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) varies feet, (depth) varies feet, street frontage varies feet, water frontage 0 feet, **Total acres** 2.51 (109,188 sf)
**If different from the total acreage,** the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☒Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? Single Family Dwellings + Duplexes

**If multiple units,** the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☒No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☒Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: R-94-23-2

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☒No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☒No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

| | Existing Uses | FLUM Designations | Zoning Districts |
|---|---|---|---|
| **North** | Single Family | RH | M-1 FUD / R-2 FUD |
| **South** | Homes + Duplexes | " | " |
| **East** | as provided | " | " |
| **West** | | " | " |

**********

## SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Reduce front setback from 25' ~~Copy # 13 from previous sheets provided~~ to 10' to allow open carport

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** ~~Same as # 14~~ No change in the proposed number of dwellings

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR TBD %

**********

**SECTION V: ADDITIONAL INFORMATION REQUIRED:** 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A. N/A

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☒No
**If Yes,** the potable water system requirements will be accommodated by the _____ water system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required level of service (LOS) for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. CCC / LJC **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☒No N/A

**If Yes,** the wastewater treatment system requirements will be accommodated by the _____ system.

*(See the attached model letter requesting this information from the respective servers).* PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

**The Applicant must provide** the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

**Note:** The required LOS for potable water for Highlands County is:

| Residence Type | Gallons per Capita per Day |
|---|---|
| RV Park | 75 |
| Mobile Home Park | 100 |
| Single Family or Multi-Family | 120 |

**If No,** the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. CCC + LJC **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒Yes ☐No CCC / LJC **Applicant's Initial**

**Note:** The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections Inc. refuse collection company.

**Note:** The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

**Note:** The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ☒No
**If Yes,** please indicate the area as MAZ I, MAZ II, or MAZ III _____.

**********

## SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☒**Yes** ☐**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☒**No**

**********

## END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

**Highlands County, Florida**
**Development Services Department Application**

**AGENT'S AFFIDAVIT**

I, Concetta C. Charles + Louis J. Charles, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Concetta C. Charles
Louis J. Charles
Print Name of Agent

Concetta C. Charles
Louis J. Charles
Signature of Agent

10464 HighGrove Ave
Address: Number and Street (P.O. Box)

Lake Placid, FL 33852
City and State (Zip Code)

**STATE OF FLORIDA**
**HIGHLANDS COUNTY**

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of February, 2023, by Concetta C. Charles & Louis J. Charles who is personally known by me ☐ or who has produced FL DL & FL DL, as identification and who did take an oath:

Signature

RACHEL BARRY
MY COMMISSION # GG910802
EXPIRES: September 10, 2023

Rachel Barry
Print Name

Notary Public, State of Florida
My Commission Expires: 9/10/23

# RESOLUTION NO. 22-23-108

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING ON THOSE PROPERTIES IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-15-36-29-060-0080-0260, C-15-36-29-060-0010-0260, C-15-36-29-060-0080-0140, C-15-36-29-060-0080-0080, C-15-36-29-060-0090-0070, C-15-36-29-060-0080-0120, C-15-36-29-060-0010-0130, C-15-36-29-060-0010-0070, C-15-36-29-060-0040-0010, C-15-36-29-060-0090-0110, C-15-36-29-060-0010-0290, C-15-36-29-060-0090-0080, C-15-36-29-060-0010-0310, AND C-15-36-29-060-0010-0080; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO HIGHLANDS COUNTY RESOLUTION NO.: 05-06-207; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.**

**WHEREAS**, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-15-36-29-060-0080-0260, C-15-36-29-060-0010-0260, C-15-36-29-060-0080-0140, C-15-36-29-060-0080-0080, C-15-36-29-060-0090-0070, C-15-36-29-060-0080-0120, C-15-36-29-060-0010-0130, C-15-36-29-060-0010-0070, C-15-36-29-060-0040-0010, C-15-36-29-060-0090-0110, C-15-36-29-060-0010-0290, C-15-36-29-060-0090-0080, C-15-36-29-060-0010-0310, and C-15-36-29-060-0010-0080, has requested a modification to the conditions, restrictions and limitations of the existing zoning classification for the specific purpose of furthering residential convenience objectives; and

**WHEREAS,** the County has determined that the proposed zoning amendment is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

**WHEREAS**, the County has determined that the proposed zoning amendment is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

**WHEREAS**, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning amendment; and

**WHEREAS**, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning amendment does not require Historical and Archaeological clearance, pursuant to

FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

**WHEREAS**, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

**NOW**, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

**SECTION 2. Amendment to Highlands County Resolution No.: 05-06-207.**

Highlands County Resolution No.: 05-06-207, as adopted on August 22, 2006, providing for Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) zoning designation on those Properties identified by the Highlands County Property Appraiser through Parcel ID#s C-15-36-29-060-0080-0260, C-15-36-29-060-0010-0260, C-15-36-29-060-0080-0140, C-15-36-29-060-0080-0080, C-15-36-29-060-0090-0070, C-15-36-29-060-0080-0120, C-15-36-29-060-0010-0130, C-15-36-29-060-0010-0070, C-15-36-29-060-0040-0010, C-15-36-29-060-0090-0110, C-15-36-29-060-0010-0290, C-15-36-29-060-0090-0080, C-15-36-29-060-0010-0310, and C-15-36-29-060-0010-0080 (Property) and more particularly described as:

> Lot 7, Lot 8, Lot 13, Lot 26, Lot 29, and Lot 31, Block 1; Lot 1, Block 4; Lot 8, Lot 12, Lot 14, and Lot 26, Block 8; and Lot 7, Lot 8, and Lot 11, Block 9, VENETIAN VILLAGE (REVISED), according to the Plat thereof as recorded in Plat Book 11, Page 12, of the Public Records of Highlands County, Florida.

is hereby amended as follows: The R-2 FUD zoning on the Properties shall be subject to the conditions, restrictions and limitations set forth in Sections 12.05.212 and 12.05.291 of the Highlands County Code of Ordinances EXCEPT unenclosed carports may encroach into the minimum 25-foot front yard setback by up to 15 feet, leaving a setback of no less than 10-feet.

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

**SECTION 4. Savings Clause.** All prior actions of Highlands County pertaining to P&Z 2124(b), as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

**DONE AND ADOPTED**, this 16th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Clinton Howerton Jr., P.E., County Engineer**<br>**Tanya Cannady, Business Services Director** |
| **SUBJECT/TITLE:** | **Public hearing to consider approval of Resolution 22-23-110 pertaining to the preliminary re-imposition of the solid waste special assessment.** |

---

## STATEMENT OF ISSUE

Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

The County desires to re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

Due to a contractual increase as result of Consumer Price Index and Fuel Index increases, there will be an estimated 2.25% increase to the solid waste hauler rate. The operational expenses have also increased for the solid waste department during this time. The proposed adjustment of the annual solid waste assessment is to increase from $216.30/unit to $222.79/unit (a $6.49 per year increase or 3.0%) to account for these increases).

## RECOMMENDED ACTION

**Move to adopt Resolution 22-23-110 pertaining to the preliminary re-imposition of the solid waste special assessment.**

## FISCAL IMPACT

The fiscal impact is a proposed increase in the assessment to $222.79 which would be an increase of approximately $252,682 in assessment revenue based on the current residential unit count.

Attachments: Solid Waste Assessment e-tear_Affidavit.pdf
Resolution 22-23-110 PRELIMINARY_Solid Waste assess.FY23-24.SGS.pdf

# AFFIDAVIT OF PUBLICATION

**HIGHLANDS NEWS-SUN**
**Published Daily**
**SEBRING, HIGHLANDS COUNTY, FLORIDA**

**Case No. NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS FISCAL YEAR 2023-24**

**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:

MAY 5, 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 5th day of May, 2023 by Janet Emerson, who is personally known to me.

Nancy Y. Whirley Customer Service Supervisor, Notary Number HH293555
Notary expires: July 26, 2026

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

# Victims' families in Oklahoma question why offender was free

By SEAN MURPHY
Associated Press

Questions mounted Thursday about why an Oklahoma sex offender who authorities say shot to death his wife, her three children and their two friends and then killed himself was freed from prison despite facing new sex charges in a separate case.

Okmulgee Police Chief Joe Prentice said each victim had each been shot in the head one to three times with a 9 mm pistol when they were found Monday near a creek in a heavily wooded area in rural Oklahoma.

The bodies apparently had been moved there from where they were originally killed, the scene "staged" before Jesse McFadden, a 39-year-old convicted sex offender, killed himself, Prentice said Wednesday. The bodies were discovered near McFadden's home in Henryetta, a town of about 6,000 about 90 miles (145 kilometers) east of Oklahoma City.

The gruesome discovery came Monday — the very day that McFadden was to stand trial on charges that he solicited nude images from a teen while he was in prison for rape. McFadden was sentenced to 20 years imprisonment in 2003 for first-degree rape. He was freed in 2020, three years early, in part for good behavior.

He faced new charges while still in prison. accused of using a contraband cellphone in 2016 to trade nude photos with a 16-year-old girl. Court records show McFadden was charged with the new crimes in 2017 after a relative of the victim alerted authorities. He was rearrested a month after he was released in October 2020 and released on $25,000 bond.

Lee Berlin, a Tulsa-based defense attorney, told The Associated Press on Wednesday that he's shocked by what he described as a "panoply of errors" in the McFadden case. He said they include releasing McFadden from prison despite serious charges pending against him as well as "low" bail for McFadden once he was arrested on the new charges.

"I'm a sex-crimes defense attorney — this is all I do all day every day — and I'm like, how the hell does that happen?" Berlin said.

Meanwhile, McFadden had vowed not to return to prison in a series of ominous messages with the teenager whom he had allegedly been texting while behind bars. According to screen grabs of the messages, forwarded to KOKI in Tulsa, McFadden said his "great life" was crumbling and blamed the teenager for the latest set of charges against him that could put him back in prison for decades. A solicitation conviction can mean a 10-year sentence; the pornography charge could mean 20 years behind bars.

"Now it's all gone," he texted. "I told you I wouldn't go back."

"This is all on you for continuing this," he said.

Prentice declined Wednesday to speculate on a motive.

"Everyone wants to understand why," he said. "People who perpetrate crimes like this are evil and normal folks like us can't understand why they do it."

Relatives of the victims were in disbelief by McFadden's early release, especially in light of the seriousness of the new charges against him.

"And they rushed him out of prison. How?" asked Janette Mayo of Westville, whose daughter, Holly Guess, 35, and her grandchildren, Rylee Elizabeth Allen, 17; Michael James Mayo, 15; and Tiffany Dore Guess, 13, were among those killed.

"Oklahoma failed to protect families. And because of that my children — my daughter and my grandchildren — are all gone," Mayo said.




NATHAN J. FISH/THE OKLAHOMAN VIA AP

**Henryetta Police Chief Steve Norman,left, visits the home of Nathan Brewer in Henryetta Okla., on Wednesday, May 3, 2023. Brittany Brewer was found dead at a home in Henryetta along with six others on Monday. Jesse McFadden, an Oklahoma sex offender who was released from prison early shot his wife, her three children and their two friends in the head and then killed himself, authorities confirmed Wednesday as concerns grew about why he was free in the first place. (Nathan J. Fish/The Oklahoman via AP)**

The other victims were 14-year-old Ivy Webster and 16-year-old Brittany Brewer. Justin Webster, who said he allowed Ivy to join a sleepover at the McFadden home not knowing anything about the man's past, raised similar concerns.

"There needs to be repercussions and somebody needs to be held accountable. They let a monster out," Webster said.

A spokeswoman for the Oklahoma Department of Corrections said in a statement that McFadden was able to earn credits for things like behavior and attitude and completing program and education assignments that were then applied after he served 85% of his crime. Spokeswoman Kay Thompson added that registered sex offenders are allowed to live with their own children and stepchildren as long as they are not a victim of the offender. The DOC did not address why McFadden was released despite facing new felony charges.

Prosecutors objected to any early release from prison, noting that McFadden had tied a 17-year-old's hands and feet to bedposts, cut her shirt off and raped her at knifepoint. At one point, he threatened to use the knife on her if she "did not shut up," court records show.

McFadden married Holly Guess in May 2022; what she knew of his record isn't clear. Mayo said the family didn't learn about her son-in-law's criminal history until a few months ago.

"He lied to my daughter," said Mayo. "He convinced her it was all just a huge mistake."

The grim discovery could push the number of people slain in mass killings past 100 for the year, according to a database maintained by the AP and USA Today in a partnership with Northeastern University.

*Associated Press reporter Heather Hollingsworth in Mission, Kansas, and data journalist Larry Fenn and researcher Rhonda Shafner in New York contributed to this report.*

Local news, from the REAL local newspaper. The difference is black and white.

## NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS FISCAL YEAR 2023-24

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, will hold a public hearing to consider an increase in the Solid Waste Special Assessment, for the provision of solid waste collection services within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2023, in an amount not to exceed three percent (3%), of the rates levied against the benefited properties, as adopted by Highlands County Solid Waste Ordinance 17-18-04 and further set forth in Highlands County Resolution 20-21-132. This notice is given pursuant to Florida Statutes, Section 197.3632.

The public hearing will be held on Tuesday, May 16, 2023, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Avenue, Sebring, Florida, 33870. All affected property owners have the right to appear and be heard at the public hearing and the right to file written objections with the Board of Supervisors within ten (10) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Ave., Sebring, FL 33870.

The estimated total revenue expected to be collected from the Solid Waste Special Assessment for the Fiscal Year beginning October 1, 2023, is $8,674,106.

The Solid Waste Special Assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

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

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

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 Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, or by e-mail: HRmanager@highlandsfl.gov. Address: 600 S. Commerce Avenue, Sebring, FL 33870. Request for cart or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2023:

### Solid Waste Assessment Rates

| Property Category | Rate/Dwelling Unit |
|---|---|
| Residential | $222.79 |

Copies of the Solid Waste Special Assessment Ordinance and the Final Assessment Resolution, initiating and imposing the Solid Waste assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Solid Waste Special Assessment are available for inspection at the office of the County Administrator, office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

**RESOLUTION NO. 22-23-110**

*(Preliminary Solid Waste Assessment Fiscal Year 2023-24)*

**A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE PRELIMINARY RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR BENEFITTED ASSESSED PROPERTY; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF SOLID WASTE SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR PRELIMINARY RESIDENTIAL SOLID WASTE ASSESSMENT SCHEDULE; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLICATION; PROVIDING FOR METHOD OF COLLECTION; PROVIDNG FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment (hereafter referred to as the "County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

**WHEREAS,** the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

**WHEREAS,** pursuant to the County Code, Section 8.5-46, the County desires to revise and re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

**WHEREAS,** the County has determined that it is in the best interest of its residential citizens for it to update the assessment roll and revise and re-impose the solid waste assessment for the Fiscal Year beginning October 1, 2023.

**WHEREAS,** the County Code provides for the establishment of the annual solid waste assessment by resolution.

**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 findings are hereby adopted.

**SECTION 2.** Authority. This Resolution is adopted pursuant to the provisions of the County Code, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

**SECTION 3.** Benefitted Assessed Property. It is hereby ascertained, determined and declared that each parcel of assessed residential property located within the geographic area of the County as described in **Exhibit "A"** attached hereto will be benefited by the County's operation of a residential solid waste collection and disposal program.

**SECTION 4.** Imposition and Computation of Solid Waste Assessment. The solid waste assessment shall be imposed against the Benefitted Assessed Properties until discontinued or changed.

**SECTION 5.** Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the County Code are affirmed and incorporated herein by reference.

**SECTION 6.** Residential Solid Waste Assessment Schedule. The following table reflects the proposed residential solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2023:

**Solid Waste Assessment Rates**

| Property Category | Rate Per Dwelling Unit |
|---|---|
| Residential | $222.79 |

**SECTION 7.** Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary assessment roll for the Fiscal Year commencing October 1, 2023. The assessment roll shall include all Benefitted Assessed Property located within the boundaries described in Section 3 hereof.

B. It is hereby ascertained, determined and declared that the method for determining the solid waste assessment as set forth herein is a fair and reasonable method of apportioning the residential solid waste collection and disposal program cost among benefitted parcels on the assessment roll for the County.

**SECTION 8.** Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on July 18, 2023, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments from the public and affected property owners and consider imposing the final solid waste assessment for the Fiscal Year commencing October 1, 2023, collecting such assessments imposed on Benefitted Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

**SECTION 9.** Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 8.5-46 of the County Code. The notice shall be published no later than at least 20 days prior to public hearing July 18, 2023, in substantially the form attached hereto as **Exhibit "B"**.

**SECTION 10.** Method of Collection. It is hereby declared that the solid waste assessment re-imposed on Benefitted Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2023.

**SECTION 11.** Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

**SECTION 12**. Savings Clause. All prior actions of Highlands County pertaining to the preliminary residential solid waste assessment rate, 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 13.** 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 14.** Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 15.** 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 16.** Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this _____ day of _____ 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

_____

**CHRIS CAMPBELL, CHAIRPERSON**

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

**Exhibit "A"**

The areas to be affected by the levy shall embrace all of Highlands County, less the incorporated areas thereof, and said county boundaries are described as follows:

7.28 HIGHLANDS COUNTY - -The boundary lines of Highlands County are as follows: Beginning at the Northwest corner of Township thirty-three South, Range twenty-eight East; thence East on Township line dividing Townships thirty-two and thirty-three South, to the intersection of same with the Kissimmee River; thence southerly along the thread of said river and bordering Okeechobee County, to the intersection of the Township line dividing Townships thirty-seven and thirty-eight South with said river and boundary; thence West on said township line to the Southwest corner of Township thirty-seven South, Range thirty-two East; thence South on range line dividing ranges thirty-one and thirty-two East to the Southwest corner of Township thirty-eight South, Range thirty-two East; thence West on the Township line dividing townships thirty-eight and thirty-nine South to the Northwest corner of Township thirty-nine South, Range thirty-one East; thence South on the range line dividing ranges thirty and thirty-one East, to the Southwest corner of Township thirty-nine South, Range thirty-one East; thence West on the Township line dividing Townships thirty-nine and forty South, to the Northwest corner of Township Forty South, Range twenty-eight East; thence North on the range line dividing ranges twenty-seven and twenty-eight East to the Place of Beginning. Less the incorporated areas lying therein.

**Exhibit "B"**
(To be published no later than June 26, 2023)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS**

Notice is hereby given that the Highlands County Board of County Commissioners, will conduct a public hearing to consider the re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 202.3

The public hearing will be held at 9:00a.m., or as soon thereafter as possible, on July 18, 2023, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 10 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2023:

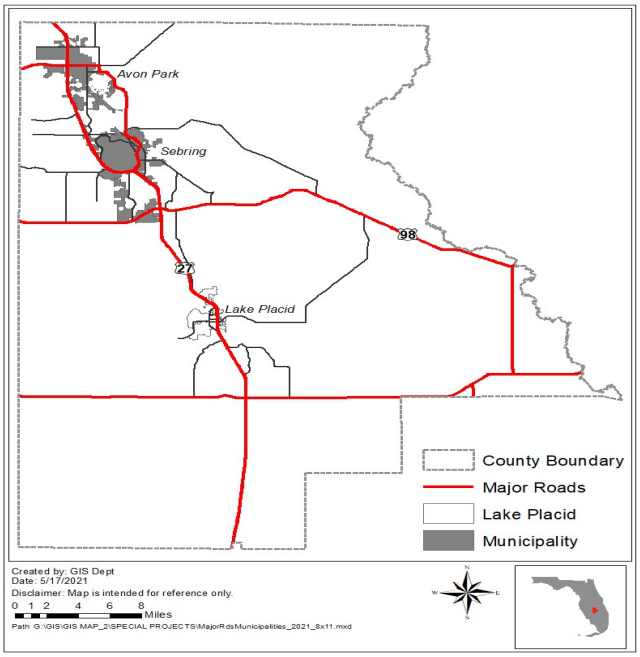
**Solid Waste Assessment Rates**

| Property Category | Rate Per Dwelling Unit |
|---|---|
| Residential | $222.79 |

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.



**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Laney Stearns, Public Safety Director**<br>**Tanya Cannady, Business Services Director** |
| **SUBJECT/TITLE:** | **Public hearing to approve Preliminary Resolution 22-23-111 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.** |

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## STATEMENT OF ISSUE

On August 3, 2021, the Board approved Resolution 20-21-132, which authorized up to a 7% increase each fiscal year, for the next 5 years provided a public hearing is conducted. This preliminary assessment resolution, if approved will then authorize staff to set a public hearing date with the proposed assessment up to 7%.

## RECOMMENDED ACTION

**Move to approve Preliminary Resolution 22-23-111 of the Highlands County Fire Protection Municipal Service Benefit Unit, pertaining to the re-imposition of the fire protection special assessment.**

## FISCAL IMPACT

If the fire assessment increases 7% for each of the 5 assessment categories, then the annual assessment revenue budget will increase $844,937 for fiscal 23/24. The current annual assessment budget is $6,689,084 and next year's estimated assessment budget will be $ 7,534,021.

Attachments: Fire Assessment e-tear_Affidavit.pdf
Resolution 22-23-111 PRELIMINARY Fire Assess.FY23-24.SGS.pdf



SUSAN WALSH/AP PHOTO, FILE

**Surgeon General Dr. Vivek Murthy testifies before the Senate Finance Committee on Capitol Hill in Washington, on Feb. 8, 2022, on youth mental health care. Widespread loneliness in the U.S. is posing health risks as deadly as smoking a dozen cigarettes daily, costing the health industry billions of dollars annually, the U.S. surgeon general said Tuesday in declaring the latest public health epidemic. About half of U.S. adults say they've experienced loneliness, Murthy said in a new, 81-page report from his office.**

# Loneliness poses risks as deadly as smoking: surgeon general

**By AMANDA SEITZ**
Associated Press

WASHINGTON (AP) — Widespread loneliness in the U.S. poses health risks as deadly as smoking a dozen cigarettes daily, costing the health industry billions of dollars annually, the U.S. surgeon general said Tuesday in declaring the latest public health epidemic.

About half of U.S. adults say they've experienced loneliness, Dr. Vivek Murthy said in a report from his office.

"We now know that loneliness is a common feeling that many people experience. It's like hunger or thirst. It's a feeling the body sends us when something we need for survival is missing," Murthy told The Associated Press in an interview. "Millions of people in America are struggling in the shadows, and that's not right. That's why I issued this advisory to pull back the curtain on a struggle that too many people are experiencing."

The declaration is intended to raise awareness around loneliness but won't unlock federal funding or programming devoted to combatting the issue.

Research shows that Americans, who have become less engaged with worship houses, community organizations and even their own family members in recent decades, have steadily reported an increase in feelings of loneliness. The number of single households has also doubled over the last 60 years.

But the crisis deeply worsened when COVID-19 spread, prompting schools and workplaces to shut their doors and sending millions of Americans to isolate at home away from relatives or friends.

People culled their friend groups during the coronavirus pandemic and reduced time spent with those friends, the surgeon general's report finds. Americans spent about 20 minutes a day in person with friends in 2020, down from 60 minutes daily nearly two decades earlier.

The loneliness epidemic is hitting young people, ages 15 to 24, especially hard. The age group reported a 70% drop in time spent with friends during the same period.

Loneliness increases the risk of premature death by nearly 30%, with the report revealing that those with poor social relationships also had a greater risk of stroke and heart disease. Isolation also elevates a person's likelihood for experiencing depression, anxiety and dementia.

The surgeon general is calling on workplaces, schools, technology companies, community organizations, parents and other people to make changes that will boost the country's connectedness. He advises people to join community groups and put down their phones when they're catching up with friends; employers to think carefully about their remote work policies; and health systems to provide training for doctors to recognize the health risks of loneliness.

Technology has rapidly exacerbated the loneliness problem, with one study cited in the report finding that people who used social media for two hours or more daily were more than twice as likely to report feeling socially isolated than those who were on such apps for less than 30 minutes a day.

Murthy said social media is driving the increase in loneliness in particular. His report suggests that technology companies roll out protections for children especially around their social media behavior.

"There's really no substitute for in-person interaction," Murthy said. "As we shifted to use technology more and more for our communication, we lost out on a lot of that in-person interaction. How do we design technology that strengthens our relationships as opposed to weaken them?"




# OBITUARIES

## L. Darlene Baldridge

L. Darlene Baldridge, 66-year-old U.S. Army veteran, born Aug. 17, 1956, passed unexpectedly Jan. 9, 2023, in Avon Park, Florida while walking with Alfalfa, her beloved fur child companion.

Darlene was born and raised in Mansfield, Ohio, graduating in 1974 from Mansfield Senior High School to join the U.S. Army the same year.

A technical school graduate, Darlene went on to airway transportation specialist / electronics engineer maintenance and repair. She really could fix any and everything and was considered to be a "technical wizard." Darlene was proud of being a U.S. Army veteran and civil servant. Highly intelligent, complex and free spirited, she traveled the world. A compassionate survivor of child abuse she was known to "come a runnin'" anytime she thought she could be of assistance. She loved BIG TIME.

Darlene leaves behind many love ones including a brother, James (Kim) Baldridge; sister, Melissa Baldridge; much extended family and numerous friends who have became family, such as our treasured connection with Marry Merchant and Cindy Cross of Avon Park, Florida.

Reunited in death with her mother, Jesse I. Hensley Baldridge; brother, Elmer R. Baldridge; sister, M. Arlene Baldridge Conley; maternal and paternal grandparents, and beloved fur children, Petey and Spanky.

Full military honors funeral to be held on May 26, 2023, at 11:30 a.m. at Florida National Cemetery, 6502 SW 102nd Ave., Bushnell, FL 33513, with Final Salute Inc. assisting. Also, May 26, 2023, beginning at 4 p.m. a celebration to honor Darlene's life is being hosted by American Legion Post 69 at 301 Bell St., Avon Park, Florida. In lieu of flowers, please make monetary contributions to Final Salute Inc. supporting homeless women veterans.

## J. Mack Bostic



On April 30, 2023, J. Mack Bostic, 90, of Salem, Virginia passed into the arms of Jesus and was reunited with the love of his life and wife of 65 years, Farene, who predeceased him in November 2021.

Born on April 17, 1933, to William A. and Hazel Bostic in Swords Creek, Virginia, he was the 16th of 17 children. In addition to his parents, he is predeceased by his son, Mark Alan Bostic; all his brothers, sisters, many nieces and nephews, cousins and extended family.

He retired from Mechanical Development where he was employed as a machinist. He had a talent for fixing stuff. He could do almost anything: electrical, drywall, decks, remodeling, tile, plumbing. After his retirement, he enjoyed working as a handyman. He and Farene joined Camper's on Mission and spent a lot of time working in Service to the Lord. They were faithful servants to Riverside EMC, as well as their church in Sebring, Florida where they enjoyed their mild winters.

Those left to cherish the memories are his children, Leisia Cooley (Melvin), Jonathan Bostic and Joel Bostic (Christine); grandchildren, to whom he was affectionately known as "Handdaddy," Ginniffer Maxey, James Cooley (Jennifer), Karen Bostic, Kristopher Bostic (Duygu "Dee"), Kimberly Bostic, Erica Bostic, Sarah Bostic, Zachary Bostic (Diana), Josh Craft, Ben Craft and Mary Craft; 21 great-grandchildren and three great-great-grandchildren. He also leaves behind many nephews, nieces, cousins and friends.

The family would like to thank the staff of South Roanoke Nursing Home where Dad spent the last eight months of his life trying to recuperate from a stroke that paralyzed his right side. He worked so hard all his life to support his family, help anybody that needed his help. He worked so hard trying to get back home after the stroke. NOW he is HOME. He is with his Lord and Savior Jesus Christ, his "woman," and all of the saints that have gone on before him. He is finally whole again.

A funeral service will be held at 2 p.m. on Friday, May 5, 2023, at the John M. Oakey & Son Funeral Home in Salem, Virginia, with Pastor Brian Gordon officiating. Burial will follow at Cedar Lawn Memorial Park in Roanoke.

In lieu of flowers, please consider making a donation to Riverside Evangelical Methodist Church, 1920 Lucas Street in Salem, Virginia; the DAV, or any other charity of your choice. Online condolences may be sent to the family at johnmoakey.com.

## NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2023-24

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, will hold a public hearing to consider an increase in the Fire Protection Assessment, in an amount not to exceed seven percent (7%), of the rates levied against the benefited properties, as adopted by Highlands County Fire Protection Ordinance 17- 18-04 and further set forth in Highlands County Resolution 20-21-132. This notice is given pursuant to Florida Statutes, Section 197.3632.

The public hearing will be held on Tuesday, May 16, 2023, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Ave., Sebring, Florida. All persons have the right to appear and be heard at the public hearing and the right to file written objections with Highlands County, Florida, within ten (10) days of the publication of this notice. Written objections should be delivered to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

The estimated total revenue expected to be collected from the Fire Protection Special Assessment for the Fiscal Year beginning October 1, 2023, is $7,534,021.

The Fire Protection Special Assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632.
Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

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

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500;
Monday through Friday between 8:00 am and 5:00 pm.

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 Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, or by e-mail: HRmanager@highlandsfl.gov. Address: 600 S. Commerce Avenue, Sebring, FL 33870. Request for cart or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

# AFFIDAVIT OF PUBLICATION

**HIGHLANDS NEWS-SUN**
**Published Daily**
**SEBRING, HIGHLANDS COUNTY, FLORIDA**

**Case No. NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2023-24**

**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:

MAY 5, 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 5th day of May, 2023 by Janet Emerson, who is personally known to me.

Nancy Y. Whirley

Nancy Y. Whirley Customer Service Supervisor, Notary Number HH293555
Notary expires: July 26, 2026

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

**RESOLUTION NO. 22-23-111**

*(Preliminary Fire Assessment Resolution Fiscal Year 2023-24)*

**A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT AND THE RE-IMPOSITION OF THE FIRE PROTECTION ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENT; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION ASSESSMENT; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR METHOD OF COLLECTION; PROVIDNG FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING AS SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances (hereafter referred to as the "County Code" or "Ordinance"), which authorizes the annual imposition of Fire Protection Assessment for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

**WHEREAS,** on April 17, 2018, the County adopted the preliminary fire assessment through Resolution 17-18-60 and on July 10, 2018, the County adopted the final initial fire assessment through Resolution 17-18-112 ("Final Initial Assessment Resolution"); and

**WHEREAS,** on August 3, 2021, the County adopted the updated final fire assessment through Resolution No. 20-21-132 ("Updated Final Fire Assessment Resolution"); and

**WHEREAS,** the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution each contemplated an annual increase in increments of not more than seven percent (7%) each fiscal year, for the five (5) years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase; and

**WHEREAS,** the Final Initial Assessment Resolution, the Updated Preliminary Assessment Resolution and the Updated Final Assessment Resolution contain and reference a brief and general description of the fire protection services, facilities and/or programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against

Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

**WHEREAS,** the legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution are affirmed and incorporated herein by reference; and

**WHEREAS,** by this Preliminary Assessment Resolution, the County desires to re-impose Fire Protection Assessment in accordance with the increase parameters set forth in the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution for the funding of fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County.

**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 findings are hereby adopted.

**SECTION 2.** Imposition and Computation of Fire Protection Assessment. Fire Protection Assessment shall be imposed within the County until discontinued or changed. Fire Services Assessment shall be computed in a manner set forth in this Preliminary Assessment Resolution.

**SECTION 3.** Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Assessment.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2023, is $7,130,836.

B. The estimated Fire Protection Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2023, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

**Preliminary Fire Protection Assessment Rates (100% of Assessable Costs)**

| **Residential Property Use Category** | **Rate Per Square Foot** |
|---|---|
| Residential | $0.05610 |
| **Non-Residential Property Use Categories** | **Rate Per Square Foot** |
| Commercial<br>Industrial/Warehouse<br>Institutional | $0.08414<br>$0.07209<br>$0.08414 |
| **Land Property Use Category** | **Rate Per Parcel** |
| Vacant Land | $28.83751 |

The Estimated Gross Revenue for Fiscal Year 2023-24 is $7,534,021; estimated exempt buy-down is $403,185; Estimated Net Revenue, therefore, is $7,130,836.

i. Recreation vehicle park property will be treated as commercial property. It is fair and reasonable to treat each space within recreation vehicle ("RV") park property, whether rented or vacant, as a building of commercial property and assign the square footage of 191 square feet, which is the average size of a recreational vehicle according to the Florida Association of RV Parks and Campgrounds, unless the Property Appraiser provides the actual square footage.

ii. Mobile Home lots will be treated as residential property. It is fair and reasonable to treat each space within the mobile home park as a building of residential property and to assign each space an amount of 720 square feet. Actual square footage shall be assessed for each mobile home when the data is available.

iii. No Fire Protection Assessment shall be imposed upon parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

| **Code** | **Parcel Type** |
|---|---|
| 76 | Cemetery |
| 80 | Vacant Governmental |
| 81 | Military |
| 82/97 | Forest/Park/Recreation |
| 83 | Public Schools |
| 84 | Colleges |
| 86 | County |
| 87 | State |
| 88 | Federal |
| 89 | Municipal |

| | |
|---|---|
| 94 | Rights of Way |
| 95 | Rivers, Lakes, Submerged Land |
| 96 | Wasteland/Marsh |

iv. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessment required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessment. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

v. The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

vi. The estimated Fire Protection Assessment specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2023-24. No portion of such Fire Protection Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Costs are attributable to the Emergency Medical Services Cost.

vii. The estimated Fire Protection Assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2023, as provided in Section 4 of this Preliminary Rate Resolution.

C. The above stated Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

**SECTION 4.** Assessment Roll. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2023. The Assessment Roll shall include all Assessed Property. The County Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through the Fire Services Assessment in the manner set forth in this Preliminary Rate Resolution.

**SECTION 5.** Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on Tuesday, July 18, 2023, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments on the Fire Protection Assessment from the public and affected property owners and consider imposing the Fire Protection Assessment for the Fiscal Year commencing October 1, 2023, collecting such assessments imposed on Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

**SECTION 6.** Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 3 hereof in the manner and time provided in Section 9-623 of the County Code. The notice shall be published no later than June 26, 2023, more than 20 days prior to July 18, 2023 in substantially the form attached hereto as **Exhibit "A"**.

**SECTION 7.** Method of Collection. It is hereby declared that the Fire Protection Assessment re-imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2023.

**SECTION 8.** Application of Assessment Proceeds. Proceeds derived by the County from the Fire Protection Assessment will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

**SECTION 9**. Savings Clause. All prior actions of Highlands County pertaining to this Preliminary Fire Assessment Resolution and the fire assessment rates which are 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 10.** 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 11.** Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 12.** 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 13.** Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 16th day of May 2023.**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

_____

**CHRIS CAMPBELL, CHAIRPERSON**

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

**Exhibit "A"**

(To be published no later than June 26, 2023)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION ASSESSMENT**

Notice is hereby given that the Highlands County Board of County Commissioners on behalf of the Fire Protection Municipal Service Benefit Unit, will conduct a public hearing to consider re-imposition of the Fire Protection Assessment for the provision of fire protection services within the unincorporated boundaries of Highlands County and the Town of Lake Placid for the Fiscal Year beginning October 1, 2023.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on July 18, 2023, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with Highlands County within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The assessment for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2023:

**Fire Protection Assessment Rates**

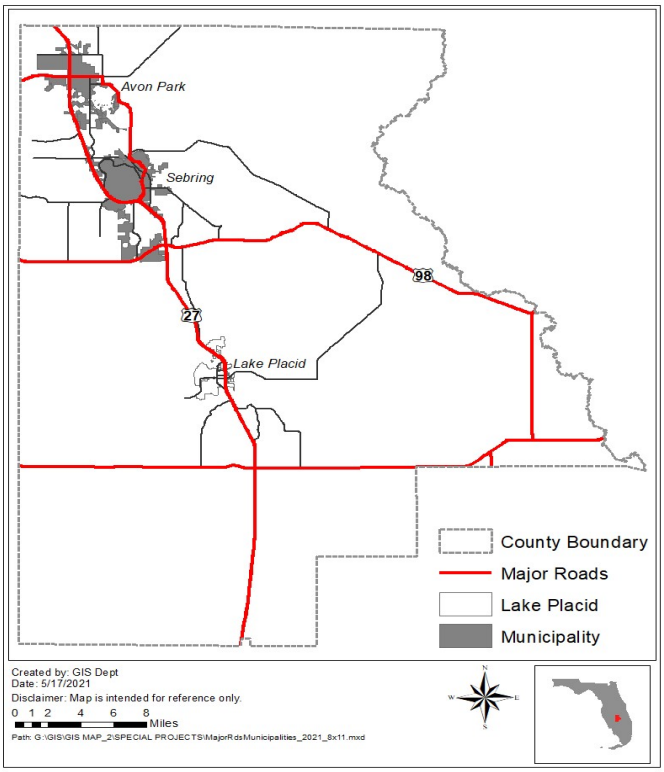
| **Residential Property Use Category** | **Rate Per Square Foot** |
|---|---|
| Residential | $0.05610 |
| **Non-Residential Property Use Categories** | **Rate Per Square Foot** |
| Commercial<br>Industrial/Warehouse<br>Institutional | $0.08414<br>$0.07209<br>$0.08414 |
| **Land Property Use Category** | **Rate Per Parcel** |
| Vacant Land | $28.83751 |

The above listed Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

Copies of the Fire Protection Assessment Ordinance, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution, the Updated Final Fire Assessment Resolution and the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment which is the subject of this hearing and the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.



**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

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

**SUBJECT/TITLE:** **Request approval of the Agreement between Highlands County and Excavation Point, Inc. for the construction of the Sun-N-Lake Boulevard Sidewalk Extension, Project No. 19016, ITB No. 20-018.**

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## STATEMENT OF ISSUE

On May 19, 2020, the Board approved the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the design, construction, and construction engineering and inspection (CEI) of a five (5) foot wide sidewalk along the right-of-way of Sun-N-Lake Boulevard (North Side) from West of Columbus Boulevard to East of Columbus Boulevard in Sebring for an approximate distance of 1,600 linear feet. Project No. 19016 (Sun N Lake Sidewalk Extension) was set up and funded in Fiscal year 19/20. The principal features of the Project are to provide all labor, materials and equipment for the construction of approximately 1,340 LF of 5 feet wide concrete sidewalk within the rights-of-way of Sun-N-Lake Boulevard (North side), reconstruction of one leg of the existing roundabout, reconstruction of existing driveways, and installation of the associated drainage structures. The project also includes temporary maintenance of traffic control, proposed signage and striping, and the installation of sod within the right-of-way.

Attached for your review and approval is the Agreement between Highlands County and Excavation Point, Inc., for construction of the above referenced project in the amount of $356,381.00. The work to be performed under this Contract shall commence on the Specified Date of Commencement and, subject to authorized adjustments, Substantial Completion shall be achieved not later than Seventy-five (75) consecutive calendar days after the Specified Date of Commencement. Final Completion shall be achieved not later than Sixty (60) consecutive calendar days after the date of Substantial Completion. Excavation Point, Inc. was the lowest bidder.

The Board Attorney has reviewed and approved the Construction Agreement. Kenya A. Anderson is the project manager for this project under the direct supervision of the County Engineer.

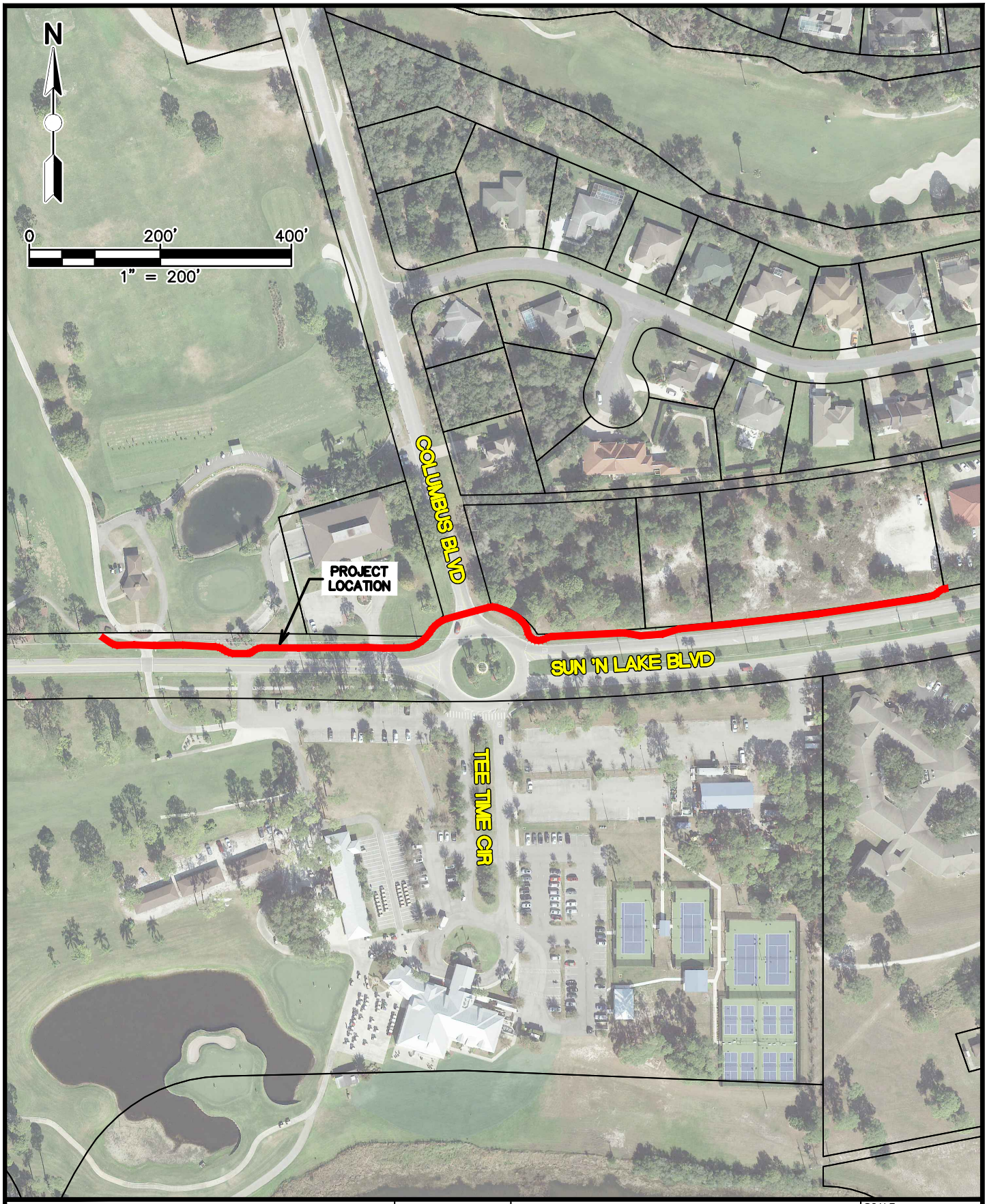
## RECOMMENDED ACTION

**Move to approve the Agreement between Highlands County and Excavation Point, Inc. for the construction of the Sun-N-Lake Boulevard Sidewalk Extension, Project No. 19016, ITB No. 20-018.**

## FISCAL IMPACT

There is no fiscal impact as the funding for this project was included in the Adopted budget and CFS. FDOT is willing to reimburse the County up to the amount of $482,146.00 for design, construction, and construction engineering and inspection (CEI) for this project.

Attachments: Sun-N-Lake_Location Map.pdf
SUN N LAKE Sidewalk Project Construction Agreement final.pdf




HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: CLINTON HOWERTON, JR., P.E.
FLORIDA REGISTRATION NO.: 61021
DATE: 9/7/2022

# SUN 'N LAKE BOULEVARD SIDEWALK IMPROVEMENTS

## PROJECT LOCATION MAP

DRAWN BY: STACEY MAHONEY
CHECKED BY: KENYA ANDERSON
IN CHARGE: J.D. LANGFORD, JR., P.E.

SCALE:
HORIZ. 1"=200'
VERT. N/A
DRAWING NO. 19016
REV. 0
DATE: 9/7/2022
SHEET 1 OF 1

REVISIONS

| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
|---|---|---|---|---|---|
| | | | | | |

**HIGHLANDS COUNTY**
**STANDARD CONSTRUCTION AGREEMENT**

This Standard Construction Agreement made by and between Highlands County, Florida ("Owner") and Excavation Point, Inc. ("Contractor") for construction services related to, Sun N Lake Boulevard sidewalk addition project, FDOT LAP FPN: 441739-1-38/58/68-01 ("Project").

***WITNESSETH:***

**WHEREAS**, Highlands County issued a formal solicitation under ITB#20-018, for completion of the Project ("ITB"); and

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

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

## ARTICLE - 1.00 CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

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

### 1.01 The Construction Team

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

### 1.02 Extent of Agreement

This Agreement between the Owner and the Contractor is for construction of the Project and shall supersede any prior negotiations, representations or agreements, oral or written. It is the intention of the Owner to utilize the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction as a guide for construction of this Project except when specifically in conflict with the terms and conditions of this Contract.

## 1.03 Definitions

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

1. Change Order - A written order agreed to by the Contractor approved by the County Contact Person and the Engineer, and authorized by the Owner, or a written order issued by the Engineer and acknowledged by the Owner and the Contractor after execution of this Agreement, authorizing a change in the work or an adjustment in the Contract Sum or time frames in this Agreement.

2. Construction Documents - This Contract, the Plans, Specifications and related modification documents and FDOT Standard Plans and Specifications for Road and Bridge Construction (most current version in effect at the time of execution of this Agreement).

3. Contractor - The Contractor is the person or entity identified as such in this Contract.

4. County Contact Person - The County Contact Person is the County staff persons designated by the Engineer to represent the Owner and provide direct interface with the Contractor and the Engineer with respect to the Owner's responsibilities.

5. Engineer - The Highlands County Engineer or designee thereof, or other such Person as may be designated by the Owner in the future during the term of this Agreement.

6. FDOT Standard Specifications for Road and Bridge Construction – The most current version, Division II and Division III specifications. For purposes of this Agreement, in the FDOT Standard Specifications, the term "Department" shall be interpreted to mean "Owner" as defined herein and the terms "Director" or "Engineer" shall be interpreted to mean the "Highlands County Engineer."

7. Final Completion - The following items have been completed or satisfied:
   a. Construction of the Project is totally complete, including all work on the Construction Documents and certified as such by the Owner and Engineer.
   b. The Project is suitable for full use and occupancy as determined by the Owner and Engineer.
   c. All punch list items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
   d. As built plans have been accepted and all other permits and approvals required have been legally and validly issued.
   e. Final executed Releases of Lien have been delivered to the Owner by Contractor.

8. Owner - The Owner is Highlands County.

9. Plans - Any and all drawings that may be furnished or approved by the Owner during the progress of the Project.

10. Pre-construction Conference - Prior to the Specified Date of Commencement, the Construction Team shall meet to ensure that the Construction Documents are complete, the necessary documents have been exchanged, the necessary designations have been made and to otherwise discuss the expectations of the Construction Team members.

11. Project - The Project is the total work to be performed for Sun N Lake sidewalk addition project as presented in the Plans.

12. Project Materials - Materials prepared by or at the direction of the Engineer that may include but are not limited to the following items: the schedules, notes, details, bidding requirements, bidding forms, general requirements, general conditions, supplementary conditions.

13. Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

14. Subcontractor - A Subcontractor shall also include a sub-subcontractor and is a person or entity with a direct or indirect contract with the Contractor to perform any of the work on the Project.

15. Surety - The corporate body which is bound with and for the Contractor and which engages to be responsible for payment of all debts pertaining to, and for acceptable performance of the work on the Project in accordance with this Agreement.

16. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, a Sub-subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.

17. Specifications - The directions, provisions, and requirements contained in the Construction Documents or other materials for the Project together with all written agreements made, or to be made, pertaining to the method and manner of performing the work, or the quantities and qualities of material and which are to be furnished for the Project.

18. Specified Date of Commencement - The date established to commence the Work in the Notice to Proceed.

19. Substantial Completion - The date, certified by the Engineer, that the Project, or

designated portion thereof, is sufficiently complete, in accordance with the Construction Documents so that the Owner can conduct a substantial completion inspection. Prior to substantial completion inspection, the Contractor shall issue a punch list of incomplete items. After inspection, the Contractor shall prepare a schedule of the completion of all punch list items.

## ARTICLE - 2.00 CONTRACTOR SERVICES AND RESPONSIBILITIES

### 2.01 Basic Services and Responsibilities

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

1. Review Contract Documents and bring discrepancies, errors and omissions to the attention of the Engineer and County Contact Person.

2. Acquaint subcontractors and sub-subcontractors, if any, with the schedule and stress items of work and materials that are critical to the Project.

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

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

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

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

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

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

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

10. Be responsible for construction means, methods, techniques, sequences, and

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

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

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

13. The Contractor shall maintain at the site for the Owner one record copy of all Project Materials, Shop Drawings, Plans, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked regularly to record all changes made during construction. These shall be available to the Engineer and County Contact Person during the Work and upon completion of the Work shall be delivered to the Engineer for review. The Engineer shall then deliver them to the County Contact Person for the Owner.

**2.02 Supervision of Work**

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

2. The Contractor shall have a responsible person available near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in case of emergencies. This responsible person's name and phone number will be provided to the Florida Highway Patrol and local law enforcement agencies for contact in case of emergency.

3. The Contractor shall have a certified worksite traffic supervisor who will be responsible for compliance with applicable standards and specifications related to Project traffic. The Contractor shall conduct its work so as to interfere as little as possible with the traveling public, at its own expense, maintaining barricades and lights, and taking such other precautions as may be necessary to protect life and property. The Contractor shall submit for Owner approval a Maintenance of Traffic or Traffic Control Plan prior to the beginning of construction. The Maintenance of Traffic Plan shall be approved by the Engineer prior to the start of work on the Project.

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

5. In an effort to reduce utility conflicts, the Contractor shall be solely responsible for locating all storm water drainage structures, piping, and equipment in relation to existing utilities.

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

**2.03 Shop Drawings, Product Data and Sample**

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

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

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

**2.04 Use of Site**

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

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

**2.05 Cleaning Up**

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

## 2.06 Protection of Project

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

## 2.07 Project Schedule Using Excel Format

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

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

3. The Contractor shall utilize Excel software for scheduling.

   a. The format of the schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the systems software, as outlined below.
   b. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 11 inches by 17 inches with title block on each sheet, unless otherwise approved by the Engineer.
   c. The computer-generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing the prior month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:

      - Predecessor and successor activity numbers
      - Activity description
      - Original duration of activity (work days)
      - Early start date
      - Early finish date
      - Actual start date
      - Actual finish date
      - Total float (work days)
      - Percentage of activity completed
      - Station number identifying the area in the project for each activity. An example of station numbers might be Sta. 15 + 00 to Sta. 90 + 00

- Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the Contractor directly
- Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etc.
-

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

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

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

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

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

## 2.08 Performance and Payment Bond and Public Construction Bond

The Contractor shall prior to the commencement of the Work provide a Performance and Payment Bond to the Owner for the benefit of the Owner in amount equal to the Contract Sum plus Change

Orders with a Surety, and in the form, acceptable to the Owner. If change orders occur to increase the Contract Sum, the amount of the bond must be increased to the new Contract Sum at or before the time the new change order becomes effective.

## ARTICLE - 3.00 COMMENCEMENT, TIME AND SUBSTANTIAL COMPLETION

### 3.01 Duration Days

The work to be performed under this Contract shall commence on the Specified Date of Commencement and, subject to authorized adjustments, Substantial Completion shall be achieved not later than Seventy-five (75) consecutive calendar days after the Specified Date of Commencement. Final Completion shall be achieved not later than Sixty (60) consecutive calendar days after the date of Substantial Completion.

Contractor achieving Final Completion prior to thirty (30) consecutive calendar days after the date of Substantial Completion, shall not be the basis for any claim for additional compensation by Contractor.

### 3.02 Time

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

### 3.03 Start

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

### 3.04 Delays

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

### 3.05 Notice to Proceed

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

## ARTICLE - 4.00 CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work in the amount of Three Hundred Fifty-Six Thousand Three Hundred Eighty-One and 00/100 Dollars ($356,381.00), subject to the approved additions or deductions incurred during the progress of the Project and duly documented by Change Orders as provided for in the Construction Documents.

## ARTICLE - 5.00 PROGRESS PAYMENTS

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

### 5.01 Schedule of Values and Work Schedule

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

### 5.02 Payment Application - Submittal and Disposition

By the twenty-fifth of the month, the Contractor will submit to the Engineer with a copy to the County Contact Person a Payment Application filled out, signed and notarized by the Contractor covering the Work performed during the month covered by the partial payment estimate and supported by such data as the Owner, Engineer or the County Contact Person, may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner and the Engineer, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will within twenty (20) days (excluding Saturdays, Sundays and holidays) after receipt of each partial payment estimate do one of the following: 1) indicate in writing his approval of payment and present the partial payment estimate together with a certificate for payment to the Owner; 2) submit to the Owner a Certificate for Payment for partial payment recommending payment by the Owner of such other amounts as the Engineer shall consider is due the Contractor, informing the Contractor, the Owner and the Engineer of the reason for his recommendation; or 3) return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter two instances, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will within thirty (30) days of approval by the Engineer of a certificate of payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

### 5.03 Issuance of Certificate for Payment

The issuance of Certificate of Payment by the Engineer will constitute a representation to the Owner, that the Project has progressed to the point indicated in the Construction Documents.

Issuance of Certificate of Payment does not constitute a waiver of the Owner's rights under any other term of this Agreement.

**5.04 Retainage**

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

**5.05 Payments Withheld**

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

1. defective work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims;

3. failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;

4. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;

5. damage to the Owner or another contractor;

6. reasonable evidence that the work will not be completed within the Contract Time;

7. persistent failure to carry out the work in accordance with the Construction Documents; or failure of Contractor to maintain records pursuant to the Construction Documents.

## 5.06 Liquidated Damages

In the event that the Contractor fails to complete the project in the time allotted for completion under this agreement, as modified by appropriate change order or extension, there will be due the Owner from the Contractor, as liquidated damages, the daily charge per calendar day of One Thousand One Hundred Ninety-seven and 00/100 Dollars ($1,197.00), which may, at the option of the Owner, be withheld from the contract sum to be paid to the Contractor or enforced as a claim, counterclaim, set-off, or defense, as appropriate. Said amount is in the nature of liquidated damages and not a penalty, the purpose of which is to compensate the Owner and provide certainty to losses, which are uncertain and not easily susceptible to proof, incurred by the Owner resulting from the untimely completion of the Project.

## 5.07 Inclusion of Materials and Equipment in Applications

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

## 5.08 Liens

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

## 5.09 Payments to Subcontractors

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

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

beneficiaries thereof, or create privity in any way with the Owner, either equitable or legal in nature.

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

**5.10 Procedures for Final Completion Certificate for Payment**

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

**5.11 Reject Work**

The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Engineer's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work. However, nothing shall give rise to any duty or responsibility of the Engineer or the County Contact Person to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work due to the Engineer's authority to act nor any decision made in good faith to exercise or not to exercise such authority.

## ARTICLE - 6.00 THE OWNER RESPONSIBILITIES

**6.01 Permits and Fees**

The Owner shall obtain and pay for permits legally required for the proper execution and completion of the Project unless otherwise specified in the ITB.

**6.02 Rights of Way and Easements**

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

**6.03 Furnish Information**

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

## ARTICLE - 7.00 INSURANCE

**7.01 Contractor's Liability Insurance**

1. The Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the

subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

2. The Contractor and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

a. AUTOMOBILE PUBLIC LIABILITY
Five Hundred Thousand ($500,000) Combined Single Limit

b. GENERAL LIABILITY - One Million Dollars ($1,000,000) any single occurrence;
1) Damage to Rented Premises – Fifty Thousand Dollars ($50,000) any single occurrence;
2) Medical Expense – Five Thousand Dollars ($5,000) Any one person;
3) Personal & Advertising Injury – One Million Dollars ($1,000,000)

c. GENERAL AGGREGATE – One Million Dollars ($1,000,000);

d. EXCESS/UMBRELLA COVERAGE – One Million Dollars ($1,000,000);

e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars ($1,000,000); and,

f. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than $1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

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

a. The name of the insured Contractor,
b. The specified job by name and job number,
c. The name of the insurer,
d. The number of the policy
e. The effective date
f. The termination date
g. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

4. County and State of Florida, Department of Transportation as Additional Insured: The Contractor shall name Highlands County, Highlands County Board of County

Commissioners, and State of Florida, Department of Transportation as additional insured and Highlands County as certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide Highlands County with proof of same.

5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by Highlands County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.

6. Loss Deductible Clause: Highlands County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

**7.02 Notice of Occurrence, Accident, Injury or Damage**

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

## ARTICLE - 8.00 CHANGES IN THE WORK

**8.01 Contract Time/Sum**

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

**8.02 Claims for Additional Costs and/or Additional Time**

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

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

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

3. Claim for Extension of Time - Except as provided in Section 8-6, Temporary Suspension of Contractor's Operations in the FDOT Standard Specifications, any claim, for extension of time shall be made in writing to the Engineer not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise, such claim for additional time shall be waived. In the case of a continuing delay only one claim shall be necessary. Denial of Claims for additional costs and/or time shall not be grounds for the Contractor to suspend the work or terminate the Agreement.

**8.03 Minor Changes in the Work**

The Engineer will have authority to order minor changes in the Project not involving an extension of the Contract time and not inconsistent with the intent of the Construction Documents. Such changes shall be included in a Change Order. The Contractor shall carry out such orders promptly.

**8.04 Revision to Drawings and Specifications**

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

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

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

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

**9.01 Uncovering of Work**

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

**9.02 Correction of Work, Right to Cure**

1. Correction of Work:
   a. The Contractor shall promptly correct all work rejected by the Engineer as defective

or as failing to conform to the Construction Documents whether observed before or after Substantial or Final Completion and whether or not installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for any additional inspection or testing services made necessary thereby.

b. If, within one (1) year after the Date of Certification of Final Completion of Work, or within such longer period of time as may be prescribed by law, any of the work on the Project is found to be defective or not in accordance with the Construction Documents, the Contractor shall correct said defect promptly after receipt of a written notice from the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination or natural expiration of this Contract and shall not prejudice any other remedy available to the Owner. The Owner shall provide notice promptly after discovery of the defective condition.

c. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Construction Documents. The establishment of the time period of one (1) year after the Date of Final Acceptance or such longer period of time as may be prescribed by law relates only to the specific obligation of the Contractor to correct defective work, and has no relation to the time within which the Contractor is obligated to comply with the Construction Documents, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations under this Agreement. Additionally, Contractor's liability to pay for the cost to remedy work not done in accordance with the Construction Documents shall not be limited by this Section.

2. Defective Materials: All materials not conforming to the requirements of the Specifications shall be considered defective and, whether in place or not, shall be rejected and immediately removed from the Project by the Contractor at the Contractor's sole cost and expense, unless otherwise permitted.

3. Removal by Owner: If the Contractor does not proceed with the correction of defective or nonconforming work or with the removal of defective or nonconforming materials within a reasonable time fixed by written notice from the Engineer, the Owner may remove the same and store any such material or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days of notice related to the same and retrieve said materials or equipment, the Owner may upon ten (10) additional days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost of removal, correction and storage that should have been borne by the Contractor, including compensation for any additional inspection or testing services made necessary thereby. If such proceeds of sale do not cover all costs which should have been paid by the Contractor, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.

4. Owner's Right to Carry Out Work: If the Contractor defaults or neglects to carry out the Project in accordance with the Construction Documents and fails within fourteen (14) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, correct any such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional inspection or testing services made necessary thereby. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner or the Owner may recover the costs from the Surety.

**9.03 Acceptance of Defective or Nonconforming Work**

If the Owner prefers to accept defective or nonconforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. The Contractor shall not be eligible to share in any cost savings resulting from such Change Order. Such adjustment shall be affected whether or not final payment has been made.

## ARTICLE - 10.00 TERMINATION AND SUSPENSION OF WORK

**10.01 Suspension of Work by Owner**

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

**10.02 Suspension of Work by Contractor**

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

1. The work is stopped pursuant to an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or the agents, employees or any other person thereof, performing any of the work under a contract with or for the Contractor; or

2. The work is stopped as a result of an act of government, such as a declaration of a national emergency making materials unavailable; or

3. After thirty (30) days, notice to the Owner of the Engineer's failure to act on a request for Payment; or

4. After thirty (30) days, notice to the Owner of its failure to make timely payment on an approved Certificate for Payment. Timely as used herein means within the time periods provided in this Contract.

**10.03. Termination by the Contractor**

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

**10.04 Termination by the Owner with Cause**

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

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

**10.05 Termination by Owner Without Cause:**

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of all Construction Documents and records related to the

Project, owned by the Contractor, and may finish the Project by whatever means and method the Owner may deem expedient without prejudice to any other right or remedy.

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

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

3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

**10.06 Suspension Causing Termination**

Should the Owner be temporarily prohibited or enjoined from proceeding with the Project, the Contractor shall not be entitled to any claim for damages and shall not be entitled to withdraw from the Contract except by and with the consent of the Owner. The Contractor shall, however, be entitled to an extension of time for completion of the Project equal to the time of such interruption or delay as determined and certified by the Engineer. If the Project is not resumed within sixty (60) days, the Contract may be terminated by the Contractor upon the Contractor giving sixty (60) days' notice and opportunity to cure, to the Owner. If this Contract is so terminated, the Contractor shall be entitled to reimbursement of all reasonable out-of-pocket expenses for personnel assigned to the Project from the date of execution of this Contract to the date the termination becomes effective and which have not already paid, and reasonable and verifiable contract costs incurred by Contractor which were incurred prior to the effective date of termination and which the Contractor had no ability to terminate, suspend, or cancel.

## ARTICLE - 11.00 MISCELLANEOUS PROVISIONS

**11.01 Indemnification**

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless Highlands County, including its officers, agents and employees, 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 the Contractor, 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 the Contractor. The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor 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.

**11.02 Sovereign Immunity**

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

**11.03 Applicable Law, Venue and Jury Trial**

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

**11.04 Press Releases and Confidentiality of Information**

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

**11.05 Entire Agreement**

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

**11.06 Conflict of Interest**

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

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

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

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

**Contractor:**
Excavation Point, Inc.
7944 S. George Boulevard
Sebring, Florida 33875
ATTN: Tal Rancourt

**Owner:**
Highlands County Board of County Commissioners
500 S. Commerce Avenue
Sebring, Florida 33870
ATTN: Chair

**Engineer:**
Highlands County Engineer
505 S. Commerce Avenue
Sebring, Florida 33870

**County Contact Person:**
Highlands County
500 S. Commerce Avenue
Sebring, Florida 33870
ATTN: County Administrator

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

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

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

**11.13 Severability**
In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this Contract shall continue in

full force and effect as though such sentence, provision, paragraph or section has been omitted from the Contract.

**11.14 Equal Opportunity Employer**

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

**11.15 Auditing, Records and Inspection**

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

**11.16 Public Records**

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

2. Contractor agrees to comply with public records laws, specifically to:
   a. Keep and maintain public records required by the Owner to perform the services set forth herein.
   b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

c. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.

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

**11.17 Fund Availability**

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

**11.18 Applicable Licensing**

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

**11.19 Compliance with all Laws**

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

**11.20 Waiver**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**11.21 Bankruptcy or Insolvency**

If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any

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

**11.22 Modification**

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

**11.23 Administrative Documentation Conflict**

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

**11.24 Independent Contractor**

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

**11.25 Employment Eligibility Verification (E-Verify)**

Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Contractor's breach of this provision, any and all such costs shall be

paid by the Contractor immediately upon receipt of notice of the same from the Owner. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

**ARTICLE 12.00 PROJECT MANAGERS.**

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

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

   Highlands County
   ATTN: Kenya Anderson
   505 S. Commerce Avenue
   Sebring, Florida 33870
   (863)402-6877
   kanderson@highlandsfl.gov

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

   Tal J. Rancourt
   Excavation Point, Inc.
   7944 S. George Boulevard
   Sebring, Florida 33875
   (853)471-1997
   mail@excavationpoint.com

**ARTICLE 13.00 ATTACHMENTS**

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

**ARTICLE 14.00 LOCAL AGENCY PROGRAM (LAP) AND/OR FDOT REQUIRED PROVISIONS AND FORMS**

1. The terms, conditions, provisions and/or forms attached hereto as **Composite Exhibit "A"** are hereby incorporated herein by this reference. To the extent mandated by Federal or State funding requirements, and to the extent any such terms and conditions set forth in Composite Exhibit "A" are inconsistent with the terms and conditions of this Agreement, the terms and conditions of Composite Exhibit "A" shall prevail.

2. Pursuant to Florida Statutes, Section 20.005(5), the Contractor shall cooperate with the inspector general in any investigation, audit, inspection, review, or hearing related to the Project and this Agreement.

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

**HIGHLANDS COUNTY, FLORIDA**

By: _____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

**EXCAVATION POINT, INC.**

By: _____

Print: Tal J. Rancourt

Title: President

**STATE OF** Florida
**COUNTY OF** Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Tal J. Rancourt - President, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4 day of May, 2023.

_____
NOTARY PUBLIC

(stamp)

Lori A. Taylor
Notary Public
State of Florida
Comm# HH023985
Expires 9/13/2024

Composite Exhibit "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# LAP CERTIFICATION OF CURRENT CAPACITY



CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on February 7, 2023
(Letting Date)

Fill in your FDOT Vendor Number
VF 593080708
(Only applicable to FDOT pre-qualified contractors)

## CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 9,088,604.41

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

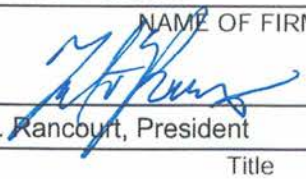
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Excavation Point Inc.
NAME OF FIRM

Sworn to and subscribed this 7 day of Feburary, 20 23

By: 

Tal J. Rancourt, President
Title

## DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

## DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

## Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

## DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

# REQUIRED CONTRACT PROVISIONS
# FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

## III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages** (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding** (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records** (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees** (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility** (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

## XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no*, then please complete section 4 below for "Prime"

| **1. Type of Federal Action:**<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>b. material change<br>**For Material Change Only:**<br>Year: _____ Quarter: _____<br>Date of last report: _____<br>(mm/dd/yyyy) |
|---|---|---|
| 4. Name and Address of Reporting Entity:<br>☑ Prime ☐ Subawardee<br>Tier _____, *if known*:<br>Excavation Point Inc.<br>7944 S. George Blvd<br>Sebring, FL 33875<br>Congressional District, *if known*: 4c _____ | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____<br>Congressional District, *if known*: _____ |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known*: | | **9. Award Amount,** *if known*:<br>$ _____ |
| **10. a. Name and Address of Lobbying Registrant** (*if individual, last name, first name, MI*): | | **b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): |
| **11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | | Signature: _____<br>Print Name: Tal J. Rancourt, President<br>Title: President<br>Telephone No.: (863) 471-1997 Date (mm/dd/yyyy): 02/07/23 |

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

# CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

~~(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)~~

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Excavation Point Inc.

By: Tal J. Rancourt Date: 2/7/2023

Authorized Signature: 

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29



ITEM/SEGMENT NO.: _____
F.A.P. NO.: G1062
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Highlands
BID LETTING OF: 441739-1-58-01

I, Tal J. Rancourt (NAME), hereby declare that I am

President (TITLE) of Excavation Point Inc. (FIRM)

of Sebring, FL (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Tal J. Rancourt, President
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: Michelle Sheets, Witness

WITNESS: _____

Executed on this 7 day of February, 2023

***FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE***

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Excavation Point Inc.

By: _____

Date: February 7, 2023

Title: Tal J. Rancourt, President

## Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Suspension and Debarment**

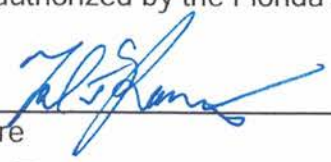
"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."



Signature

Tal J. Rancourt, President 2/7/23

Printed Name

Excavation Point Inc.

Firm Name

"General Decision Number: FL20230155 01/06/2023

Superseded General Decision Number: FL20220155

State: Florida

Construction Type: Highway

Counties: Hardee, Highlands and Okeechobee Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally
required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.
Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage |

| | determination, if it is higher) for all hours spent performing on the contract in 2023. |
|---|---|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or all extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker
protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2023 |

ELEC0349-002 09/01/2021

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 37.61 | 11.72 |

SUFL2013-016 08/19/2013

| | Rates | Fringes |
|---|---|---|
| CARPENTER, Includes Form Work | $ 11.95 ** | 1.44 |
| CEMENT MASON/CONCRETE FINISHER | $ 13.65 ** | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine) | $ 12.70 ** | 0.00 |
| HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman) | $ 13.08 ** | 0.00 |
| INSTALLER - GUARDRAIL | $ 14.44 ** | 0.00 |
| IRONWORKER, REINFORCING | $ 13.85 ** | 0.00 |
| LABORER (Traffic Control Specialist) | $ 12.17 ** | 1.71 |
| LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor | $ 13.60 ** | 0.00 |
| LABORER: Common or General | $ 11.41 ** | 0.00 |
| LABORER: Flagger | $ 9.87 ** | 0.00 |

| | | |
|---|---|---|
| LABORER: Grade Checker | $ 11.45 ** | 0.00 |
| LABORER: Landscape & Irrigation | $ 11.16 ** | 0.00 |
| LABORER: Pipelayer | $ 12.68 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe | $ 15.86 ** | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader | $ 11.60 ** | 0.00 |
| OPERATOR: Broom/Sweeper | $ 10.89 ** | 0.00 |
| OPERATOR: Bulldozer | $ 13.90 ** | 0.00 |
| OPERATOR: Crane | $ 17.83 | 0.00 |
| OPERATOR: Forklift | $ 11.03 ** | 0.00 |
| OPERATOR: Grader/Blade | $ 16.08 ** | 0.00 |
| OPERATOR: Loader | $ 16.59 | 0.00 |
| OPERATOR: Mechanic | $ 13.55 ** | 0.00 |
| OPERATOR: Milling Machine | $ 13.23 ** | 0.00 |
| OPERATOR: Oiler | $ 12.61 ** | 0.00 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete) | $ 18.17 | 0.00 |
| OPERATOR: Roller | $ 12.53 ** | 0.00 |
| OPERATOR: Screed | $ 15.79 ** | 0.00 |
| OPERATOR: Trencher | $ 16.00 ** | 0.00 |
| TRAFFIC SIGNALIZATION: Traffic Signal Installation | $ 19.03 | 0.00 |

TRUCK DRIVER: Dump Truck.....$ 12.66 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.94 ** 0.00

TRUCK DRIVER: Water Truck.....$ 13.05 ** 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than ""SU"" or
""UAVG"" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on
  a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

| | |
|---|---|
| **PRESENTER:** | **Leah Sauls, Development Services Director**<br>**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager** |
| **SUBJECT/TITLE:** | **Consider Statement of Legislative Intent for amendments to the Land Development Regulations to allow a Special Exception in certain zoning districts for boat rentals.** |

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## STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

Staff has received a request from Lake June Pontoons, LLC, (Lake June Pontoons) to allow commercial boat rentals to occur on a property zoned for multi-family residential uses. Currently, the Land Development Regulations do not allow commercial activities to occur on residential property, except for home occupations. Lake June Pontoons would like to have the ability to dock rental boats at an R-3 zoned property they are currently leasing, and have their clients meet them at the property for a safety briefing and an exchange of the boat for rental and return. The property owner is currently undergoing the site plan review process to construct multi-family units on the property and has indicated support of the request to allow boat rentals on the property in addition to the multi-family development.

The rental of boats and other watercraft provides a recreational service to residents and visitors that do not own a boat or have access to one. This service aligns with Commissioner priorities for furthering tourism and economic development.

There are many lakes throughout the County, including Lake June, that do not have commercially zoned property fronting on the lake that would allow this type of use. If residents or visitors want to rent a boat, they will need a truck and trailer to transport the boat or have the boat rental company bring it to them at a private or public boat ramp. Public boat ramps have limited parking and can be crowded.

Such an amendment to the LDRs would allow property owners the ability to apply for a special exception to allow commercial boat rentals on multi-family residential property. Special exceptions are uses that are not outright permitted but may be approved with conditions and safeguards through the Zoning Board of Adjustment at a public hearing. A similar special exception already exists in the Agricultural District, and the R-3 District already allows for certain accessory uses such as restaurants or retail stores in conjunction with multi-family developments.

The purpose of this Statement of Legislative Intent is to receive direction from the Board.

## RECOMMENDED ACTION

**Direct staff on how to proceed.**

**FISCAL IMPACT**

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

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

**SUBJECT/TITLE:** **Consider Statement of Legislative Intent for Adopting Additional Penny for the Tourism Development Tax.**

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**STATEMENT OF ISSUE**

Highlands County has the option to add an additional penny to our Tourist Development Tax (TDT), which visitors pay during overnight stays of six months or less. We are currently collecting 4 pennies and could increase it by one more penny. Attached is a chart outlining each penny and its eligible uses. The 5th penny is only for high-impact areas; therefore, the county is not eligible for that one. However, we are eligible to add penny 6, which would then be our 5th penny. We could only use penny # 6 under use 1. Promote and advertise tourism in the state, nationally, and internationally as our fifth penny (uses two and three under penny 6 related to new professional sports franchises would not apply to our county at this time); however, pennies # 1 and # 2 have more flexibility. Each of the county's pennies currently generates about $400,000/year.

The estimated additional $400,000 generated from that new penny would free up funds from pennies #1 and #2 to either keep using for advertising or put towards facility development/enhancement. Per the verbiage for pennies # 1 and # 2: "acquire, construct, extend, enlarge, remodel, repair, improve, maintain or promote facilities that are needed to increase tourist-related business activities in the county."

The Tourist Development Council met and discussed adding an additional penny to the community's tourist development tax on Thursday, April 27. The Council favored the additional penny and voted to recommend to the Board of County Commissioners to support the additional penny.

Regarding how the additional funds would be spent, each year the TDC would review and approve its annual budget and marketing plan in early August, and once approved, that plan would be brought to the BOCC for review, input, and approval in September before the start of the new fiscal year on October 1.

There is much conversation in the local community about building a Multi-Purpose Facility to attract more tourism-based sporting events and offer a facility for locals to enjoy when it is not used for tourism events. From that conversation, staff went after and received a planning grant for a facility study. Whatever the outcome of this study, the subsequent steps will not be inexpensive, which is why adding an additional penny is up for consideration. The study's results will be unveiled at the Sebring Civic Center on May 17, 2023, at the Tourism Awards Luncheon.

Lastly, in the 2023 State Legislative Session, HB 7063, known as the Tax Package, modified the Tourism Development Tax (TDT) Statute, removing County Commissioners' ability to authorize additional TDT pennies.

If approved by the Governor, this new law would become effective July 1, 2023. It would require a referendum for each new penny of TDT a county levies versus how the statute is currently written, allowing the County's Board of County Commissioners to levy additional TDT pennies if specific criteria are met.

HB 7063 was not on my or Tourism staff's radar when we began to discuss recommending the additional penny to the Board. Still, this bill now makes the consideration and ability for approval of the additional TDT penny by a supermajority vote of the Board a time-sensitive matter.

**RECOMMENDED ACTION**

**Direct staff on how to proceed.**

**FISCAL IMPACT**

There is no fiscal impact.

Attachments: TDT by County.pdf
Inn on the Lakes Letter for TDC Meeting.pdf
TDT Penny Handout.pdf
Tourism Pennies.pdf
TDT 2017FloridaStatutes-TouristDevelopmentTaxes.pdf
Tourist Development Penny Tax County by County Comparison.pdf

# Local Option Transient Rental Tax Rates
## (Tourist Development Tax Rates)

DR-15TDT
R. 01/23

Individual Florida counties and certain cities may impose a local option tax on the rental or lease of living, sleeping or housekeeping accommodations for a term of six months or less. These taxes, often called **local option transient rental taxes**, include the tourist development tax, convention development tax, tourist impact tax, and municipal resort tax. The local tax imposed is in addition to the 6% state sales tax and any applicable discretionary sales surtax.

For the counties shaded in gray in the chart below, the local option transient rental taxes are reported and remitted to the Florida Department of Revenue (DOR). For all other counties, the local option transient rental taxes are reported and remitted directly to the county; however, sales tax and discretionary sales surtax on transient rentals are always reported and remitted to the Department.

**If the local option transient rental tax is collected by the county, contact that county to verify the tax rate. Not all counties notify the Department of changes in their local option transient rental tax rate.**

| County Name | Local Option Transient Rental Tax Rate | Collected By |
|---|---|---|
| Alachua | 5.0% | County |
| Baker | 3.0% | County |
| Bay (1) | 5.0% | County |
| Bradford | 4.0% | DOR |
| Brevard | 5.0% | County |
| Broward | 6.0% | County |
| Calhoun | 0.0% | N/A |
| Charlotte | 5.0% | County |
| Citrus | 5.0% | DOR |
| Clay | 5.0% | County |
| Collier | 5.0% | County |
| Columbia | 5.0% | DOR |
| Desoto | 3.0% | DOR |
| Dixie | 3.0% | DOR |
| Duval | 6.0% | County |
| Escambia | 5.0% | County |
| Flagler | 5.0% | County |
| Franklin | 3.0% | DOR |
| Gadsden | 2.0% | DOR |
| Gilchrist | 3.0% | DOR |
| Glades | 2.0% | DOR |
| Gulf | 5.0% | County |
| Hamilton | 3.0% | DOR |
| Hardee | 2.0% | DOR |
| Hendry | 3.0% | DOR |
| Hernando | 5.0% | County |
| Highlands | 4.0% | DOR |
| Hillsborough | 6.0% | County |
| Holmes | 3.0% | DOR |
| Indian River | 4.0% | County |
| Jackson | 4.0% | DOR |
| Jefferson | 3.0% | DOR |
| Lafayette | 0.0% | N/A |
| Lake | 4.0% | County |

| County Name | Local Option Transient Rental Tax Rate | Collected By |
|---|---|---|
| Lee | 5.0% | County |
| Leon | 5.0% | County |
| Levy | 4.0% | DOR |
| Liberty | 0.0% | N/A |
| Madison | 5.0% | DOR |
| Manatee | 5.0% | County |
| Marion | 4.0% | County |
| Martin | 5.0% | County |
| Miami-Dade (2) | 6.0% | County |
| Monroe | 5.0% | County |
| Nassau (3) | 5.0% | County |
| Okaloosa (4) | *6.0% | County |
| Okeechobee | 3.0% | DOR |
| Orange | 6.0% | County |
| Osceola | 6.0% | County |
| Palm Beach | 6.0% | County |
| Pasco | 5.0% | County |
| Pinellas | 6.0% | County |
| Polk | 5.0% | County |
| Putnam | 4.0% | County |
| St. Johns | 5.0% | County |
| St. Lucie | 5.0% | County |
| Santa Rosa | 5.0% | County |
| Sarasota | 6.0% | County |
| Seminole | 5.0% | County |
| Sumter | 0.0% | N/A |
| Suwannee | 3.0% | County |
| Taylor | 5.0% | County |
| Union | 0.0% | N/A |
| Volusia | 6.0% | County |
| Wakulla | 4.0% | DOR |
| Walton (5) | 5.0% | County |
| Washington | 3.0% | DOR |

(1) Bay: Applies only to ZIP codes 32401, 32404, 32405, 32407, 32408, 32410, and Bay County portion of 32413.
(2) Miami-Dade: 4% for Surfside and Bal Harbour, 7% for Miami Beach, and 6% for the rest of the county.
(3) Nassau: Applies only to Amelia Island (ZIP code 32034).
(4) Okaloosa: ***6%** for the Okaloosa County Tourist Development Tax District and **5% for the Expansion District**.
(5) Walton: 5% for ZIP codes 32459, 32550, 32454, 32461, and Walton County portion of 32413; and 2% for the rest of the county.

For local option transient rental tax collected by the **Florida Department of Revenue**:

- The transient rental tax is filed and paid along with the 6% state sales tax and any discretionary sales surtax, using the *Sales and Use Tax Return* (Form DR-15).
- For questions, call Taxpayer Services at 850-488-6800, Monday through Friday, excluding holidays.

For local option transient rental taxes collected by the **county**:

- The transient rental tax is reported and paid directly to the county; however, the 6% state sales tax and any discretionary sales surtax is reported and paid to the Florida Department of Revenue using Line D. (Transient Rentals) on the *Sales and Use Tax Return* (Form DR-15).
- For questions, contact the county imposing the local option tax.

For more information regarding the taxability of transient rentals, review Rule 12A-1.061, Florida Administrative Code, available online at **flrules.org**.

**From:** Casey Wohl
**To:** Sauls, Leah M.
**Subject:** Christine letter for TDC Meeting
**Date:** Wednesday, May 10, 2023 9:45:09 AM

[**CAUTION:** External Message*]

***Casey Wohl Hartt***
***Gray Dog Communications***
***Casey.Wohl@Yahoo.com***

----- Forwarded Message -----
**From:** Christine Hatfield <christineiotl@me.com>
**To:** Casey Wohl <casey.wohl@yahoo.com>
**Sent:** Wednesday, April 26, 2023, 07:53:13 PM EDT
**Subject:** TDC Meeting

April 27th, 2023

Dear Commissioner Campbell,

I know I have missed three meetings but I have had medical issues I had to deal with. I was planning on coming to today's meeting but we have an emergency.

As far as increasing the TDC tax by one penny my thoughts are as follows:

1- Inn on the Lakes supports this increase.

2- Feel it will have no negative impact on our guests or anyone visiting Highlands County.

3-The increase revenue will benefit Highlands County and will help the TDC.

Kind Regards,

Christine Hatfield

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# Tourist Development Taxes Overview



**Original Tax**
**1st & 2nd Penny**

**125.0104 (3)(c)**
**Referendum**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Additional Tax**
**3rd Penny**

**125.0104 (3)(d)**
**Extraordinary vote**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Professional Sports Franchise**
**4th Penny**

**125.0104 (3)(l)**
**Majority vote**

**Authorized Uses:**
**125.0104 (3)(l)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Pay the debt on bonds issued to finance construction, reconstruction or renovation, planning and design costs for a new professional sports franchise

3. Acquisition, construction, reconstruction or renovation, planning and design costs for a retained spring training franchise.

DESTINATIONS FLORIDA



**High Tourism Impact**
**5th Penny**

**125.0104 (3)(m)**
**Extraordinary vote**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Add. Professional Sports Franchise**
**6th Penny**

**125.0104 (3)(n)**
**Majority vote plus one**

**Authorized Uses:**
**125.0104 (3)(n)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Pay the debt on bonds issued to finance construction, reconstruction or renovation, planning and design costs for a new professional sports franchise

3. Acquisition, construction, reconstruction or renovation, planning and design costs for a retained spring training franchise.

# Tourist Development Taxes Overview



**Original Tax**
**1st & 2nd Penny**

**125.0104 (3)(c)**
**Referendum**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Additional Tax**
**3rd Penny**

**125.0104 (3)(d)**
**Extraordinary vote**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Professional Sports Franchise**
**4th Penny**

**125.0104 (3)(l)**
**Majority vote**

**Authorized Uses:**
**125.0104 (3)(l)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Pay the debt on bonds issued to finance construction, reconstruction or renovation, planning and design costs for a new professional sports franchise

3. Acquisition, construction, reconstruction or renovation, planning and design costs for a retained spring training franchise.

DESTINATIONS FLORIDA



**High Tourism Impact**
**5th Penny**

**125.0104 (3)(m)**
**Extraordinary vote**

**Authorized Uses:**
**125.0104 (5)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Fund convention bureaus and tourist information centers.

3. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote: convention centers, sports stadiums, arenas, auditoriums and aquariums.

4. Promote publicly owned and operated zoos.

5. Finance beach park facilities or beach, channel, estuary or lagoon improvement, mantenance, renourishment, restoration and erosion control.

6. Acquire, construct, extend, enlarge remodel, repair improve, maintain, operate, or promote public facilities that are needed to increase tourist-related business activities in the county.



**Add. Professional Sports Franchise**
**6th Penny**

**125.0104 (3)(n)**
**Majority vote plus one**

**Authorized Uses:**
**125.0104 (3)(n)**

1. Promote and advertise tourism in the state, nationally and internationally.

2. Pay the debt on bonds issued to finance construction, reconstruction or renovation, planning and design costs for a new professional sports franchise

3. Acquisition, construction, reconstruction or renovation, planning and design costs for a retained spring training franchise.

**2017 Florida Statutes**
**2018 Amendments from CS/HB 7087**
**included as underlined text**

**125.0104 Tourist development tax; procedure for levying; authorized uses; referendum; enforcement.**—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Local Option Tourist Development Act."

(2) APPLICATION; DEFINITIONS.—

(a) *Application.*—The provisions contained in chapter 212 apply to the administration of any tax levied pursuant to this section.

(b) *Definitions.*—For purposes of this section:

1. "Promotion" means marketing or advertising designed to increase tourist-related business activities.

2. "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

3. "Retained spring training franchise" means a spring training franchise that had a location in this state on or before December 31, 1998, and that has continuously remained at that location for at least the 10 years preceding that date.

(3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.—

(a)1. It is declared to be the intent of the Legislature that every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park,

condominium, or timeshare resort for a term of 6 months or less is exercising a privilege which is subject to taxation under this section, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt according to the provisions of chapter 212.

2.a. Tax shall be due on the consideration paid for occupancy in the county pursuant to a regulated short-term product, as defined in s. 721.05, or occupancy in the county pursuant to a product that would be deemed a regulated short-term product if the agreement to purchase the short-term right were executed in this state. Such tax shall be collected on the last day of occupancy within the county unless such consideration is applied to the purchase of a timeshare estate. The occupancy of an accommodation of a timeshare resort pursuant to a timeshare plan, a multisite timeshare plan, or an exchange transaction in an exchange program, as defined in s.721.05, by the owner of a timeshare interest or such owner's guest, which guest is not paying monetary consideration to the owner or to a third party for the benefit of the owner, is not a privilege subject to taxation under this section. A membership or transaction fee paid by a timeshare owner that does not provide the timeshare owner with the right to occupy any specific timeshare unit but merely provides the timeshare owner with the opportunity to exchange a timeshare interest through an exchange program is a service charge and not subject to taxation under this section.

b. Consideration paid for the purchase of a timeshare license in a timeshare plan, as defined in s. 721.05, is rent subject to taxation under this section.

(b) Subject to the provisions of this section, any county in this state may levy and impose a tourist development tax on the exercise within its boundaries of the taxable privilege described in paragraph (a), except that there shall be no additional levy under this section in any cities or towns presently imposing a municipal resort tax as authorized under chapter 67-930, Laws of Florida, and this section shall not in any way affect the powers and existence of any tourist development authority created pursuant to chapter 67-930, Laws of Florida. No county authorized to levy a convention development tax pursuant to s. 212.0305, or to s. 8 of chapter 84-324, Laws of Florida, shall be allowed to levy more than the 2-percent tax authorized by this section. A county may elect to levy and impose the tourist development tax in a subcounty special district of the county. However, if a county so elects to levy and impose the tax on a subcounty special district basis, the district shall embrace all or a significant contiguous portion of the county, and the county shall assist the Department of Revenue in identifying the rental units subject to tax in the district.

**Original Tax – 1st & 2nd Penny**

**(c) The tourist development tax shall be levied, imposed, and set by the governing board of the county at a rate of 1 percent or 2 percent of each dollar and major fraction of each dollar of the total consideration charged for such lease or rental. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration.**

**Additional Tax – 3rd Penny**

**(d) In addition to any 1-percent or 2-percent tax imposed under paragraph (c), the governing board of the county may levy, impose, and set an additional 1 percent of each dollar above the tax rate set under paragraph (c) by the extraordinary vote of the governing board for the purposes set forth in subsection (5) or by referendum approval by the registered electors within the county or subcounty special district. No county shall levy, impose, and set the tax authorized under this paragraph unless the county has imposed the 1-percent or 2-percent tax authorized under paragraph (c) for a minimum of 3 years prior to the effective date of the levy and imposition of the tax authorized by this paragraph. Revenues raised by the additional tax authorized under this paragraph shall not be used for debt service on or refinancing of existing facilities as specified in subparagraph (5)(a)1. unless approved by a resolution adopted by an extraordinary majority of the total membership of the governing board of the county. If the 1-percent or 2-percent tax authorized in paragraph (c) is levied within a subcounty special taxing district, the additional tax authorized in this paragraph shall only be levied therein. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.**

(e) The tourist development tax shall be in addition to any other tax imposed pursuant to chapter 212 and in addition to all other taxes and fees and the consideration for the rental or lease.

(f) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(g) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under s. 212.03. The same duties and privileges imposed by chapter 212 upon dealers in tangible property, respecting the collection and remission of tax; the making of returns; the keeping of books, records, and accounts; and compliance with the rules of the Department of Revenue in the administration of that chapter shall apply to and be binding upon all persons who are subject to the provisions of this section. However, the Department of Revenue may authorize a quarterly return and payment when the tax remitted by the dealer for the preceding quarter did not exceed $25.

(h) The Department of Revenue shall keep records showing the amount of taxes collected, which records shall also include records disclosing the amount of taxes collected for and from each county in which the tax authorized by this section is applicable. These records shall be open for inspection during the regular office hours of the Department of Revenue, subject to the provisions of s. 213.053.

(i) Collections received by the Department of Revenue from the tax, less costs of administration of this section, shall be paid and returned monthly to the county which imposed the tax, for use by the county in accordance with the provisions of this section. They shall be placed in the county tourist development trust fund of the respective county, which shall be established by each county as a condition precedent to receipt of such funds.

(j) The Department of Revenue is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature.

(k) The Department of Revenue shall promulgate such rules and shall prescribe and publish such forms as may be necessary to effectuate the purposes of this section.

**Professional Sports Franchise – 4th Penny**

**(l) In addition to any other tax which is imposed pursuant to this section, a county may impose up to an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by majority vote of the governing board of the county in order to:**

**1. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a professional sports franchise facility, or the acquisition, construction, reconstruction, or renovation of a retained spring training franchise facility, either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds.**

**2. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a convention center, and to pay the planning and design costs incurred prior to the issuance of such bonds.**

**3. Pay the operation and maintenance costs of a convention center for a period of up to 10 years. Only counties that have elected to levy the tax for the purposes authorized in subparagraph 2. may use the tax for the purposes enumerated in this subparagraph. Any county that elects to levy the tax for the purposes authorized in subparagraph 2. after July 1, 2000, may use the proceeds of the tax to pay the operation and maintenance costs of a convention center for the life of the bonds.**

**4. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.**

**The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section, and the provisions of paragraphs (4)(a)-(d), shall not apply to the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished**

**by the county to the Department of Revenue within 10 days after approval of such ordinance.**

**High Tourism Impact – 5th Penny**

**(m)1. In addition to any other tax which is imposed pursuant to this section, a high tourism impact county may impose an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by extraordinary vote of the governing board of the county. The tax revenues received pursuant to this paragraph shall be used for one or more of the authorized uses pursuant to subsection (5).**

**2. A county is considered to be a high tourism impact county after the Department of Revenue has certified to such county that the sales subject to the tax levied pursuant to this section exceeded $600 million during the previous calendar year, or were at least 18 percent of the county's total taxable sales under chapter 212 where the sales subject to the tax levied pursuant to this section were a minimum of $200 million, except that no county authorized to levy a convention development tax pursuant to s. 212.0305 shall be considered a high tourism impact county. Once a county qualifies as a high tourism impact county, it shall retain this designation for the period the tax is levied pursuant to this paragraph.**

**3. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph shall be the first day of the second month following approval of the ordinance by the governing board or the first day of any subsequent month as may be specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of**

**Revenue within 10 days after approval of such ordinance.**

**Additional Professional Sports Franchise – 6th Penny**

**(n) In addition to any other tax that is imposed under this section, a county that has imposed the tax under paragraph (l) may impose an additional tax that is no greater than 1 percent on the exercise of the privilege described in paragraph (a) by a majority plus one vote of the membership of the board of county commissioners in order to:**

**1. Pay the debt service on bonds issued to finance:**

**a. The construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a new professional sports franchise as defined in s. 288.1162.**

**b. The acquisition, construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a retained spring training franchise.**

**2. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction**

**of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.**

**A county that imposes the tax authorized in this paragraph may not expend any ad valorem tax revenues for the acquisition, construction, reconstruction, or renovation of a facility for which tax revenues are used pursuant to subparagraph 1. The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section shall not apply to the additional tax authorized by this paragraph in counties which levy convention development taxes pursuant to s. 212.0305(4)(a). Subsection (4) does not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by the board of county commissioners or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of the ordinance.**

(4) ORDINANCE LEVY TAX; PROCEDURE.—

(a) The tourist development tax shall be levied and imposed pursuant to an ordinance containing the county tourist development plan prescribed under paragraph (c), enacted by the governing board of the county. The ordinance levying and imposing the tourist development tax shall not be effective unless the electors of the county or the electors in the subcounty special district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax, in accordance with subsection (6). The effective

date of the levy and imposition of the tax shall be the first day of the second month following approval of the ordinance by referendum, as prescribed in subsection (6), or the first day of any subsequent month as may be specified in the ordinance. A certified copy of the ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance. The governing authority of any county levying such tax shall notify the department, within 10 days after approval of the ordinance by referendum, of the time period during which the tax will be levied.

(b) At least 60 days prior to the enactment of the ordinance levying the tax, the governing board of the county shall adopt a resolution establishing and appointing the members of the county tourist development council, as prescribed in paragraph (e), and indicating the intention of the county to consider the enactment of an ordinance levying and imposing the tourist development tax.

(c) Prior to enactment of the ordinance levying and imposing the tax, the county tourist development council shall prepare and submit to the governing board of the county for its approval a plan for tourist development. The plan shall set forth the anticipated net tourist development tax revenue to be derived by the county for the 24 months following the levy of the tax; the tax district in which the tourist development tax is proposed; and a list, in the order of priority, of the proposed uses of the tax revenue by specific project or special use as the same are authorized under subsection (5). The plan shall include the approximate cost or expense allocation for each specific project or special use.

(d) The governing board of the county shall adopt the county plan for tourist development as part of the ordinance levying the tax. After enactment of the ordinance levying and imposing the tax, the plan of tourist development may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the governing board.

(e) The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the "__(name of county)__ Tourist Development Council." The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of

the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, and this act shall not cause the interruption of the current term of any person who is a member of a council on October 1, 1996.

**(5) AUTHORIZED USES OF REVENUE — 1st,2nd,3rd & 5th Penny**

**(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:**

**1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:**

**a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or**

**subcounty special taxing district in which the tax is levied;**

**b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or**

**c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;**

**2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;**

**3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;**

**4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency; or**

**5. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control,**

**including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities; or**

**6. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities within the boundaries of the county or subcounty special taxing district in which the tax is levied, if the public facilities are needed to increase tourist-related business activities in the county or subcounty special district and are recommended by the county tourist development council created pursuant to paragraph (4)(e). Tax revenues may be used for any related land acquisition, land improvement, design and engineering costs, and all other professional and related costs required to bring the public facilities into service. As used in this subparagraph, the term "public facilities" means major capital improvements that have a life expectancy of 5 or more years, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, and pedestrian facilities. Tax revenues may be used for**

**these purposes only if the following conditions are satisfied:**

**a. In the county fiscal year immediately preceding the fiscal year in which the tax revenues were initially used for such purposes, at least $10 million in tourist development tax revenue was received;**

**b. The county governing board approves the use for the proposed public facilities by a vote of at least two-thirds of its membership;**

**c. No more than 70 percent of the cost of the proposed public facilities will be paid for with tourist development tax revenues, and sources of funding for the remaining cost are identified and confirmed by the county governing board;**

**d. At least 40 percent of all tourist development tax revenues collected in the county are spent to promote and advertise tourism as provided by this subsection; and**

**e. An independent professional analysis, performed at the expense of the county tourist development council, demonstrates the positive impact of the infrastructure project on tourist related businesses in the county.**

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 750,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological

parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) A county located adjacent to the Gulf of Mexico or the Atlantic Ocean, except a county that receives revenue from taxes levied pursuant to s. 125.0108, which meets the following criteria may use up to 10 percent of the tax revenue received pursuant to this section to reimburse expenses incurred in providing public safety services, including emergency medical services as defined in s.401.107(3), and law enforcement services, which are needed to address impacts related to increased tourism and visitors to an area. However, if taxes collected pursuant to this section are used to reimburse emergency medical services or public safety services for tourism or special events, the governing board of a county or municipality may not use such taxes to supplant the normal operating expenses of an emergency medical services department, a fire department, a sheriff's office, or a police department. To receive reimbursement, the county must:

1. Generate a minimum of $10 million in annual proceeds from any tax, or any combination of taxes, authorized to be levied pursuant to this section;

2. Have at least three municipalities; and

3. Have an estimated population of less than 225,000, according to the most recent population estimate

prepared pursuant to s. 186.901, excluding the inmate population.

The board of county commissioners must by majority vote approve reimbursement made pursuant to this paragraph upon receipt of a recommendation from the tourist development council.

(d) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(e) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraphs (a)-(d) of this subsection is expressly prohibited.

(6) REFERENDUM.—

(a) No ordinance enacted by any county levying the tax authorized by paragraphs (3)(b) and (c) shall take effect until the ordinance levying and imposing the tax has been approved in a referendum election by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax.

(b) The governing board of the county levying the tax shall arrange to place a question on the ballot at the next regular or special election to be held within the county, substantially as follows:

FOR the Tourist Development Tax

AGAINST the Tourist Development Tax.

(c) If a majority of the electors voting on the question approve the levy, the ordinance shall be deemed to be in effect.

(d) In any case where a referendum levying and imposing the tax has been approved pursuant to this section and 15 percent of the electors in the county or 15 percent of the electors in the subcounty special district in which the tax is levied file a petition with the board of county commissioners for a referendum to repeal the tax, the board of county commissioners shall cause an election to be held for the repeal of the tax which election shall be subject only to the outstanding bonds for which the tax has been pledged. However, the repeal of the tax shall not be effective with respect to any portion of taxes initially levied in November 1989, which has been pledged or is being used to support bonds under paragraph (3)(d) or paragraph (3)(l) until the retirement of those bonds.

(7) AUTOMATIC EXPIRATION ON RETIREMENT OF BONDS.— Notwithstanding any other provision of this section, if

the plan for tourist development approved by the governing board of the county, as amended pursuant to paragraph (4)(d), includes the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization, the county ordinance levying and imposing the tax automatically expires upon the later of:

(a) The retirement of all bonds issued by the county for financing the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization; or

(b) The expiration of any agreement by the county for the operation or maintenance, or both, of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum. However, this does not preclude that county from amending the ordinance extending the tax to the extent that the board of the county determines to be necessary to provide funds to operate, maintain, repair, or renew and replace a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum or from enacting an ordinance that takes effect without referendum approval, unless the original referendum required ordinance expiration, pursuant to the provisions of this section reimposing a tourist

development tax, upon or following the expiration of the previous ordinance.

(8) PROHIBITED ACTS; ENFORCEMENT; PENALTIES.—

(a) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or herself or through agents or employees, is, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he or she will absorb all or any part of the tax, that he or she will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration or, when added, that it or any part thereof will be refunded or refused, either directly or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) The tax authorized to be levied by this section shall constitute a lien on the property of the lessee, customer, or tenant in the same manner as, and shall be collectible as are, liens authorized and imposed in ss. 713.67, 713.68, and 713.69.

(9) COUNTY TOURISM PROMOTION AGENCIES.—In addition to any other powers and duties provided for agencies created for the purpose of tourism promotion by a county levying the tourist development tax, such agencies are authorized and empowered to:

(a) Provide, arrange, and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourist industry. All travel and entertainment-related expenditures in excess of $10 made pursuant to this subsection shall be substantiated by paid bills therefor. Complete and detailed justification for all travel and entertainment-related expenditures made pursuant to this subsection shall be shown on the travel expense voucher or attached thereto. Transportation and other incidental expenses, other than those provided in s. 112.061, shall only be authorized for officers and employees of the agency, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry when traveling pursuant to paragraph (c). All other transportation and incidental expenses pursuant to this subsection shall be as provided in s. 112.061. Operational or promotional advancements, as defined in s. 288.35(4), obtained pursuant to this subsection, shall not be commingled with any other funds.

(b) Pay by advancement or reimbursement, or a combination thereof, the costs of per diem and incidental expenses of officers and employees of the agency and other authorized persons, for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)." The provisions of this paragraph shall apply for any officer or employee of the agency traveling in foreign countries for the

purposes of promoting tourism and travel to the county, if such travel expenses are approved and certified by the agency head from whose funds the traveler is paid. As used in this paragraph, the term "authorized person" shall have the same meaning as provided in s. 112.061(2)(e). With the exception of provisions concerning rates of payment for per diem, the provisions of s. 112.061 are applicable to the travel described in this paragraph. As used in this paragraph, "foreign travel" means all travel outside the United States. Persons traveling in foreign countries pursuant to this subsection shall not be entitled to reimbursements or advancements pursuant to s. 112.061(6)(a)2.

(c) Pay by advancement or reimbursement, or by a combination thereof, the actual reasonable and necessary costs of travel, meals, lodging, and incidental expenses of officers and employees of the agency and other authorized persons when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, and while attending or traveling in connection with travel or trade shows. With the exception of provisions concerning rates of payment, the provisions of s. 112.061 are applicable to the travel described in this paragraph.

(d) Undertake marketing research and advertising research studies and provide reservations services and convention and meetings booking services consistent with the authorized uses of revenue as set forth in subsection (5).

1. Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide data or other

information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. The following information, when held by a county tourism promotion agency, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

a. Booking business records, as defined in s. 255.047.

b. Trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4), or any amendments thereto.

3. A trade secret, as defined in s. 812.081, held by a county tourism promotion agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

(e) Represent themselves to the public as convention and visitors bureaus, visitors bureaus, tourist development councils, vacation bureaus, or county tourism promotion agencies operating under any other name or names specifically designated by ordinance.

(10) LOCAL ADMINISTRATION OF TAX.—

(a) A county levying a tax under this section or s. 125.0108 may be exempted from the requirements of the respective section that:

1. The tax collected be remitted to the Department of Revenue before being returned to the county; and

2. The tax be administered according to chapter 212,

if the county adopts an ordinance providing for the local collection and administration of the tax.

(b) The ordinance shall include provision for, but need not be limited to:

1. Initial collection of the tax to be made in the same manner as the tax imposed under chapter 212.

2. Designation of the local official to whom the tax shall be remitted, and that official's powers and duties with respect thereto. Tax revenues may be used only in accordance with the provisions of this section.

3. Requirements respecting the keeping of appropriate books, records, and accounts by those responsible for collecting and administering the tax.

4. Provision for payment of a dealer's credit as required under chapter 212.

5. A portion of the tax collected may be retained by the county for costs of administration, but such portion shall not exceed 3 percent of collections.

(c) A county adopting an ordinance providing for the collection and administration of the tax on a local basis shall also adopt an ordinance electing either to assume all responsibility for auditing the records and accounts of dealers, and assessing, collecting, and enforcing payments of delinquent taxes, or to delegate such authority to the Department of Revenue. If the county elects to assume such responsibility, it shall be bound by all rules promulgated by the Department of Revenue pursuant to paragraph (3)(k), as well as those rules pertaining to the sales and use tax on transient

rentals imposed by s. 212.03. The county may use any power granted in this section to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest. The county may use a certified public accountant licensed in this state in the administration of its statutory duties and responsibilities. Such certified public accountants are bound by the same confidentiality requirements and subject to the same penalties as the county under s. 213.053. If the county delegates such authority to the department, the department shall distribute any collections so received, less costs of administration, to the county. The amount deducted for costs of administration by the department shall be used only for those costs which are solely and directly attributable to auditing, assessing, collecting, processing, and enforcing payments of delinquent taxes authorized in this section. If a county elects to delegate such authority to the department, the department shall audit only those businesses in the county that it audits pursuant to chapter 212.

(11) INTEREST PAID ON DISTRIBUTIONS.—

(a) Interest shall be paid on undistributed taxes collected and remitted to the Department of Revenue under this section. Such interest shall be included along with the tax proceeds distributed to the counties and shall be paid from moneys transferred from the General Revenue Fund. The department shall calculate the interest for net tax distributions using the average daily rate that was earned by the State Treasury for the preceding calendar quarter and paid to the General Revenue Fund. This rate shall be certified by the Chief Financial Officer to the department by the 20th day following the close of each quarter.

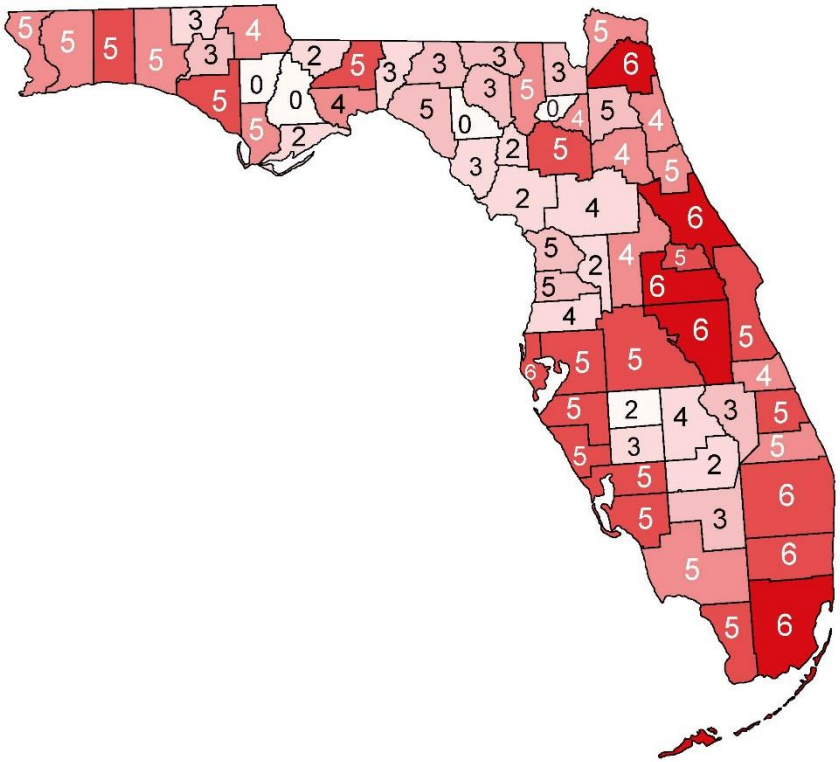
(b) The interest applicable to taxes collected under this section shall be calculated by multiplying the tax amounts to be distributed times the daily rate times the number of days after the third working day following the date the tax is due and payable pursuant to s. 212.11 until the date the department issues a voucher to request the Chief Financial Officer to issue the payment warrant. The warrant shall be issued within 7 days after the request.

(c) If an overdistribution of taxes is made by the department, interest shall be paid on the overpaid amount beginning on the date the warrant including the overpayment was issued until the third working day following the due date of the payment period from which the overpayment is being deducted. The interest on an overpayment shall be calculated using the average daily rate from the applicable calendar quarter and shall be deducted from moneys distributed to the county under this section.

**History**.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 77-209; s. 3, ch. 79-359; s. 72, ch. 79-400; s. 4, ch. 80-209; s. 2, ch. 80-222; s. 5, ch. 83-297; s. 1, ch. 83-321; s. 40, ch. 85-55; s. 1, ch. 86-4; s. 76, ch. 86-163; s. 61, ch. 87-6; s. 1, ch. 87-99; s. 35, ch. 87-101; s. 1, ch. 87-175; s. 5, ch. 87-280; s. 4, ch. 88-226; s. 6, ch. 88-243; s. 2, ch. 89-217; ss. 31, 66, ch. 89-356; s. 2, ch. 89-362; s. 1, ch. 90-107; s. 1, ch. 90-349; s. 81, ch. 91-45; s. 230, ch. 91-224; s. 3, ch. 92-175; s. 1, ch. 92-204; s. 32, ch. 92-320; s. 4, ch. 93-233; s. 1, ch. 94-275; s. 3, ch. 94-314; s. 37, ch. 94-338; s. 3, ch. 94-353; s. 1, ch. 95-133; s. 1434, ch. 95-147; s. 3, ch. 95-304; s. 1, ch. 95-360; s. 1, ch. 95-416; ss. 44, 46, ch. 96-397; s. 43, ch. 96-406; s. 15, ch. 97-99; s. 1, ch. 98-106; s. 58, ch. 99-2; s. 1, ch. 99-287; ss. 6, 11, 14, ch. 2000-312; s. 11, ch. 2000-351;

s. 14, ch. 2001-252; s. 10, ch. 2002-265; s. 1, ch. 2003-34; s. 1, ch. 2003-37; s. 2, ch. 2003-78; s. 145, ch. 2003-261; s. 1, ch. 2005-96; s. 1, ch. 2009-133; s. 1, ch. 2012-180; s. 1, ch. 2013-168; s. 2, ch. 2016-6; s. 1, ch. 2016-220; s. 1, ch. 2017-36.

# Tourist Development Tax Rates



Revised 10/20

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Laurie Hurner, County Administrator**

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

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## STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of May 3, 2023.

## RECOMMENDED ACTION

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

## FISCAL IMPACT

There is no fiscal impact.

Attachments: Project Updates (FINAL) 5-16-23.pdf
Commissioner's Priorities (FINAL) 5-16-23.pdf

| # | 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 | Completed | Completed |
| 5 | Engineering | Sebring Parkway Phase IIB | Construction Complete | Completed | Completed |
| 6 | Engineering | Heron St. Roadway Improvements - Project #18007 | Construction Complete | Completed | Completed |
| 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 | BOCC approval of contract with lowest bidder | Preconstruction meeting | 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 awaiting proposal from CivilSurv to redesign sidewalk to avoid utilities | City of Sebring Commission voted to sign contract with CivilSurv to design plan for relocating utilities. FDOT is preparing a request to shift funding to a later fiscal year in order to facilitate redesign of sidewalk to avoid 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/manufacturing prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. A firm has been selected for the broadband expansion. Design work has already been stated, with permitting to follow, and hopefully construction commencing before the end of the year. Combined with the efforts of Glades Electric there will be a great deal of territory covered with fiber optic cable in the next 3 years. Companies and workforce will take notice that their regular service level will be available in Highlands County making us all the more attractive. | Ongoing |
| 17 | Economic Development | Broadband/ Highspeed Internet | IBT Group USA has been selected by the county through the RFP process. Negotiations will commence with the firm to finalize the agreement. | While the details are worked out on the agreement, IBT Group has already submitted an application for the Broadband Opportunity Fund that was due April 21. We will also refine the design they have presented to us while working with IT, FDOT, Road & Bridge, and Engineering. Letters of support from the County and each municipality will be helpful. We will monitor Office of Broadband and State initiatives for the next options. | 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.<br><br>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 |

**TOP (THREE HOLE PUNCH)**

| # | 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 will finish in 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.<br>The original plan was to allocate $15,000 annually to keep the maps up to date as extensions & upgrades are made ot the various systems. This annual update should be able to move directly to the GIS department moving forward. | 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 |

**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:** **Sherry G. Sutphen, County Attorney**

**SUBJECT/TITLE:** **County Attorney Status Report.**

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## STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of May 04, 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. | |
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**HIGHLANDS COUNTY**
**COUNTY COMMISSION AGENDA ITEM**

**DATE OF ACTION REQUEST: May 16, 2023**

**PRESENTER:**

**SUBJECT/TITLE: Board payables from May 2, 2023, to May 15, 2023**

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Attachments: