HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 18, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.
Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Board of Commissioners will hold a Special Meeting on Tuesday, June 18, 2024, at 10:00 a.m., or as soon thereafter as possible, for the purpose of holding a Workshop on the proposed 2024/2025 budget, in the Board room, 600 S. Commerce Ave., Sebring

The Children's Services Council will hold a General Body Meeting on Wednesday, June 19, 2024, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Road Committee will hold a meeting on Wednesday, June 19, 2024, at 2:00 p.m., in the Road & Bridge Conference Room, 4344 George Blvd., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, June 19, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Presentation to Employee of the Quarter, 1st Quarter of 2024.*
Laurie Hurner, County Administrator

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
Vickey Linsinbigler.docx

6.B *Presentation of Years of Service Awards*
Laurie Hurner, County Administrator
Jonathan Harrison, Road & Bridge Director
Kelly Duppenthaler, Interim Fire Chief
J.D Landford, County Engineer
No fiscal impact.
Service Award Bios Jun 2024.docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to adopt Resolution 23-24-123 for Budget Amendment 23-24-114 to appropriate funds in the amount of $121,342.12 to the Memorial Dr. - Pompano Dr. to Sebring Parkway multi-use path project.*
Kenya A. Anderson, MSP
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $121,342.12 in Cost Center 4102A (Transportation Projects), Project Number 17034 (Memorial Dr. - Pompano Dr. to Sebring Parkway), Account No. 56301Z (Project Capital Improvements) which is being funded by a transfer from Fund 005 (General Fund) in the amount of $121,342.12 in Cost Center 9990 (Budgetary Expenditure Accounts), Account No. 59900 (Reserve for Contingency).
23-24-114 Project 17034 Memorial Dr Trail Path Add'l Funding (BA).pdf
23-24-123 Proj 17034 Memorial Dr Trail Path Add'l Funding (Resolution).pdf
23-24-114 Project 17034 Memorial Dr Trail Path Add'l Funding (Reserve).pdf

8.B *Request approval to declare the indicated lists of library materials surplus and allow designated items to be donated to the Friends of the Library of Avon Park. All Library Friends groups are nonprofit corporations.*
Vikki Brown, Highlands Library System Manager
Remaining value of said items is difficult to determine. Using an estimated value of five cents to the dollar against the original purchase price would give donations of $924.26 from Avon Park. Revenue generated by the sale of surplus Library materials by the Friends of the Library will be donated back to the affected libraries.
20240618 APL Surplus Packet.pdf

8.C *Release of Lien*
Beverly Singley - Code Enforcement Administrator
There is no impact to the General Funds.
Release of Lien_3512 Paradise.SGS.pdf

8.D *Request approval of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and the adoption of Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013.*
Melony Culpepper, AICP, Project Manager - Transportation
James D. Langford, P.E., County Engineer
The fiscal impact is a decrease to Fund 110 (Transportation Trust) Cost Center 4120 (Multi Use Paths/Sidewalks) in the amount of $11,460.00; a decrease to Fund 151 (Transportation Trust) Cost Center 4102A (Transportation Projects) Annex 2nd Floor Remodel (Project 22051) in the amount of $40,000.00; and an increase to Fund 151 (Infrastructure Surtax) Cost Center 4102A (Transportation Projects) in the amount of $51,460.00 and will be appropriated in Project 19007 New Traffic Operations Building with a net fiscal impact of $0.00.
22-013 Amendment 1 New Traffic Ops Bldg.pdf
Resolution 23-24-109
Budget Amendment 23-24-099

8.E *Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 1 - ACL Cornhole Championship Grant Contract.pdf
ACL Cornhole BCC Contract.pdf

8.F *Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 3 - Fall Prep Lacrosse Showcase Grant Contract.pdf
10-04-2022 - (Change Order 1 - Amend Fall Prep Girls to Fall Prep Boys Lacrosse Showcase Date).pdf
FPGLS Approved Contract.pdf
10-03-2023_-__Amendment_2_ SCAN.pdf

8.G *Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 1 - USFA Sebring Invitaitonal and Pumpkin Smash Tournaments.pdf
8-01-2023 - (ASV Grant Contract - USFA Sebring Invitational & Pumpkin Smash Softball Tournaments).pdf

8.H *Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 1 - USA Lacrosse Hall of Fame_All American Festival Grant.pdf
5-16-2023 - (Airstream Ventures LLC Grant Contract - USA Lacrosse Florida Hall of Fame & All-American Festival).pdf

8.I *Request approval to expend State Forfeiture Funds from the Special Law Enforcement Trust Fund*
Paul Blackman, Sheriff
This contribution will be funded through Fund 170 (Special Law Enforcement Trust), cost center 3107 (Confiscated Property - State) in the amount of $500.00.
Fund_170_SheriffsYouthRanch_Letter.pdf
Fund_170_RqstExpFnds_SheriffsYouthRanch.pdf

8.J *Request approval of a Sport Event Tourist Development Grant for the 2024 Youth Baseball Division II State Tournament per the recommendation of the Tourist 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 FY23-24. The Dixie Youth Baseball Division II State Tournament is eligible for $5,000.00 from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).
Grant Contract - 2024 Dixie Youth Division II Baseball Tournaments_APB signed.pdf
Attachment A - 2024 Dixie Youth Division II Baseball Tournaments Grant Application.pdf

8.K *Request acceptance of the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that are required.*
Paul Blackman, Sheriff
There will be no fiscal impact as these funds are anticipated and set up during the budgetary process. Any required match is covered within the Sheriff's, the City's, and the Town's budgets.
JAGC 23 COP Letter.pdf
JAGC 51% Letter Highlands County Board of County Commissioners.pdf
JAGC-Allocations FY2023.pdf

8.L *Request adoption of Resolution 23-24-132 for Budget Amendment 23-24-121 for Project 23087 E911 Cybersecurity Special Disbursement.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 122 (E911) and the overall budget in the amount of $100,000.00 and is being appropriated in cost center 3998 (E911 Program), account 53100Z (Project Professional Services), Project 23087 (E911 Cybersecurity Special Disbursement).
23-24-121 Project 23087 Cybersecurity Spc Disbursement (BA).pdf
23-24-121R Project 23087 E911 Cybersecurity Spc Disbursement (Resolution).pdf

8.M *Request approval of Resolution 23-24-131 for Budget Amendment 23-24-120 for Project 23085 EOC Steel Warehouse.*
Corey Amundsen, Emergency Manager
The fiscal impact is a transfer of funds in Fund 151 (Local Govt Infrastructure Surtax) from Project 21032 County Facility improvements set-a-side to Project 23085 EOC Warehouse Bldg. in the amount of $250,000
23-24-120R Project 23085 EOC Steel Warehouse (Resolution).pdf
23-24-120 Project 23085 EOC Steel Warehouse (BA).pdf

8.N *Request adoption of Resolution 23-24-130 for Budget Amendment 23-24-119 for Project 23055 Hurricane Irma PAAP DAC.*
Corey Amundsen, Emergency Manager
The fiscal impact is an increase to Fund 005 (General) and the over budget is increasing for FY23-24. This budget amendment is recognizing additional revenue in the amount of $471,456.44 for cost center 3991 (Emergency Management), project 23055 (Hurricane Irma PAAP DAC).
23-24-119R Proj 23055 Hurricane Irma PAAP DAC (Resolution).pdf
23-24-119 Proj 23055 Hurricane Irma PAAP DAC (BA).pdf

8.O *Request approval of the Interlocal Agreement between Highlands County and the School Board of Highlands County for cost sharing related to the construction of turn lane and school zone improvements on CR 29.*
Joseph L. DeFronzo, P.E., Asst. County Engineer - Transportation

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

There is no Fiscal Impact.
CR 29 Improvements - Lake Country Elementary_Estimated Cost.pdf
LAKE COUNTRY ELEMENTARY TURN LANE_ALL.pdf

8.P *Request to approve Amendment No. 3 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2024 to December 31, 2024.*
Leah Sauls, Development Services Director
No additional fiscal impact from the original Agreement.
20126-A3 Highlands County - Amendment.pdf
EXECUTED FWC Contract 20126-A2 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126-A1 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee - Copy.pdf

8.Q *Request approval of A.D. Morgan TOA 1-1 for construction services for the Avon Park Tax Collector Remodel project.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact of $767,783,91 is currently budgeted in Fund 151 (Infrastructure Surtax), cost center 2672A, account 56200Z, project 18025.
20-039 AD Morgan TOA 1-1 signed 6.12.24.pdf

8.R *Request adoption of Resolution No. 23-24-133 for Budget Amendment (B/A) 23-24-122 to appropriate funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.*
Joseph L. DeFronzo, P.E., Asst. County Engineer - Transportation
James D. Langford, P.E., County Engineer

The fiscal impact is a $49,500.00 decrease to Project No. 22003 TOSIP Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects), Revenue Account No. 3999100Z, a $49,500.00 decrease to Project No. 22003 TOSIP Fund 151, Cost Center 4102A, Account No. 56301Z (Project Capital Infrastructure), a $26,106.42 decrease in Project No. 23003 TOSIP Fund 151, Coast Center 4102A, Account No. 3999100Z, a $26,106.42 decrease in Project No. 23003 TOSIP Fund 151, Cost Center 4102A, Account No. 56301Z, an increase to Project No. 23089 Fund 151 Cost Center 4102A, Account 56301Z in the amount of $66,606.42.
23-24-122 Proj 23089 CR 29 Turn Lane School Zone Improvements (BA).pdf
23-24-133 Proj 23089 CR 29 Turn Lane School Zone Improvements (Resoluiton).pdf

8.S *Request adoption of Resolution 23-24-134 for Budget Amendment 23-24-124 to reverse a portion of encumbrances that rolled from FY 22/23 into FY 23/24.*
David Nitz, OMB Manager
The fiscal impact will be a decrease to the overall budget in the amount of $125,307.02 by reversing a portion of encumbrances that rolled forward from FY 22/23 into FY 23/24. The following funds decreased, and amounts are as follows: Fund 005 General ($45,012.02), Fund 152 Tourist Development Trust ($9,612.00), Fund 181 Fire Assessment ($4,610.38), Fund 401 Solid Waste ($66,072.62).

23-24-124 Encumbrance Roll Adjustments - Non Projects (BA).pdf
23-24-124R Encumbrance Roll Adjustments - Non Projects (Resolution).pdf

8.T *Request adoption of Resolution 23-24-135 for Budget Amendment 23-24-125 to reverse a portion of Project encumbrances that rolled from FY 22/23 into FY 23/24.*
David Nitz, OMB Manager
The fiscal impact will be a net increase to the overall budget in the amount of $150,261.52 by reversing a portion of encumbrances that rolled forward from FY 22/23 into FY 23/24. The following funds decreased, and amounts are as follows: Fund 005 General ($68,712.75), and Fund 355 HCFPIRN LTD Capital ($18,818.85) while Fund 151 Infrastructure Surtax increased $61,089.50.
23-24-125 Encumbrance Roll Adjustments - Projects (BA).pdf
23-24-125R Encumbrance Roll Adjustments - Projects (Resolution).pdf

8.U *Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts.*
Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater
There is no fiscal impact.
Highlands County Phase II MS4 Annual Report Yr 3 Cy 2.pdf
HighlandsCo_148_C2Y3_Audit_Package_20240507.pdf
RAI Response Yr 3 audit FINAL - board.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider proposed amendments to the Highlands County Land Development Regulations pertaining to Manufactured Home and RV Park requirements, and to schedule the adoption hearing.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
P&Z 2160 Staff Report for BCC 1st reading.pdf
Ord. 23-24-29 Proposed MHP Amendments.pdf
Ord. 23-24-29 Business Impact Form.pdf

10.B *Proposed amendment to Highlands County Code of Ordinances, Chapter 5 - Health and Sanitation.*
Dustin Fitch, Interim Deputy Chief
There is no fiscal impact
Ordinance COPCN.pdf
COPCN Impact.pdf

10.C *Request adoption of Ordinance 23-24-32 pursuant to Florida Statues, Section 125.66.*
James Duppenthaler, Interim Fire chief
There is no fiscal impact
Burn Ban Ordinance 23-24-32.pdf
23-24-32.pdf

11 ACTION AGENDA

11.A *Consideration of Agreement with Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion Pursuant to ITB 23-030-KSB*
Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 23/24 budget as the funds in the amount of $12,999.708.58 already exist in Project 21078- Landfill Cell No. 5, in Cost Center 4210 (Refuse Disposal), Account 56300Z (Project Improvements), Project 21078 – Landfill Cell.
Signed_Landfill Expansion Construction Agreement - COMANCO (2024.06.04).pdf

11.B *Request to approve Resolution 23-24-113 for closing the platted portion of roadway name Austin Road.*
J.D. Langford, P.E., County Engineer
There is no fiscal impact.
VOR Agenda - 1403 Lake Clay Dr - Austin Rd 06.18.2024.pdf

11.C *Consider Statement of Legislative Intent for amendments to "clean up" the Land Development Regulations.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
SLI - LDR Clean Up.pdf

11.D *Request approval of Amendment #0008 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2024, through June 30, 2025.*
Cynthia Acevedo, Healthy Families Program Manager / Community Programs Assistant Director
The grant award for fiscal year 2024-2025 is $343,463 to Fund 005 (General) and requires a minimum 25% contribution match. The requested cash contribution is $129,054.68 with additional expenses being covered through in-kind contributions.
Highlands Contract Renewal Amend 0008 FY 24-25.pdf

11.E *Request approval of Budget Amendment 23-24-118 to realign funds from Road Construction Projects.*
Jonathan Harrison, Road & Bridge Director
No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $327,766.69 are merely being transferred from Project #23029 to Project #23088 (Markland Ln) for road reconstruction respectively.
23-24-118 Reconstruct Reallocation fm Proj 23029 to Proj 23088 Markland Ln (BA).pdf

12 COUNTY ADMINISTRATOR AND LEGAL

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

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from June 18, 2024, through July 1, 2024*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Presentation to Employee of the Quarter, 1st Quarter of 2024.**

STATEMENT OF ISSUE

Human Resources received four (3) nominees for Employee of the Quarter for the 1st quarter of 2024. Vickey Linsinbigler was selected as the recipient of the Employee of the Quarter Award.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Vickey Linsinbigler

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments: Vickey Linsinbigler.docx

Vickey Linsinbigler **Engineering Department Administrator**

Nomination 1
Vickey has shown herself as an exemplary employee for the County. She is always willing to help with requests no matter how challenging it may be. She has been an integral part of keeping the Engineering Dept. running efficiently and has worked painstakingly at the budget. She comes in early and leaves late everyday to get the job done. I can't say enough how appreciative I am of Vickey's accomplishments on a daily basis.

Nomination 2
Working with Vickey has been extremely pleasant and very productive in terms of customer service and efficiency. She has not only assisted me personally but the entire Engineering Department staff on grant funding applications, project invoicing, solving personnel issues, supervisory support and time sheets. Vickey provides direction and training on how to find resources, increases in effectiveness and improved efficiency in permitting, right of way encroachments and vacation of easements. She has specifically assisted me with changes to job descriptions to fill vacancies, coordinating with HR and working late to meet schedules for agenda and application deadlines. Her positive attitude and willingness to assist with almost anything needed to complete a task contributes to improved morale and a positive team environment.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Laurie Hurner, County Administrator** **Jonathan Harrison, Road & Bridge Director** **Kelly Duppenthaler, Interim Fire Chief** **J.D Landford, County Engineer**
SUBJECT/TITLE:	**Presentation of Years of Service Awards**

STATEMENT OF ISSUE

Recognizing employees that have reached Years of Service milestones.
5 Years of Service
Robert Farabee
Sandy Brown
Carley Fitzgerald

20 Years of Service
Marjorie Cauffield

25 Years of Service
Jason Luke Andrews

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: Service Award Bios Jun 2024.docx

Bios

5 Years of Service	Robert Farabee was hired by the Board in April 2019 as a Landfill Spotter. In October 2019, he was promoted to Landfill Operator I and in November 2021 to Landfill Operator II. In August 2022, Robert was promoted to Landfill Operator III.
5 Years of Service	Sandy Brown was hired by the Board of County Commissioners in April 2019 as a Public Works Specialist. In April 2022, she was promoted to Road and Bridge Services Aide.
5 Years of Service	Carley Fitzgerald was hired by the Board in June 2019 as a GIS Tech II. In June 2021, she was promoted to GIS Manager.
20 Years of Service	Marjorie Cauffield was hired by the Board of County Commissioners in July 2004 as an Emergency Medical Technician. In October 2007, she was promoted to Paramedic and continues to serve in that position today.
25 Years of Service	Jason 'Luke' Andrews was hired initially by the Board in March 1994 as a Laborer and left in January 1995. He was hired again in April 1999 as a Firefighter/EMT. In February 2007, Luke was promoted to Fire Services Specialist. In October 2018, Luke was promoted to Deputy Chief (Fire Operations) and in January 2019 he became a Battalion Chief.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Kenya A. Anderson, MSP**

SUBJECT/TITLE: **Request to adopt Resolution 23-24-123 for Budget Amendment 23-24-114 to appropriate funds in the amount of $121,342.12 to the Memorial Dr. - Pompano Dr. to Sebring Parkway multi-use path project.**

STATEMENT OF ISSUE

Attached, for your review and approval are Budget Amendment 23-24-114 and the accompanying Resolution 23-24-123.

On August 21, 2018, the Board of County Commissioners 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 Inspection (CEI) of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway for an approximate distance of 7,500 linear feet. This Budget Amendment is to transfer from General Fund to Project 17034 for 50% of the anticipated cost for the City of Sebring to move a water main that would interfere with a multi-use path/sidewalk along Memorial Drive.

Kenya A. Anderson is the Project Manager for this project under the direct supervision of the Assistant County Engineer.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-123 for Budget Amendment 23-24-114 to appropriate funds in the amount of $121,342.12 to the Memorial Dr-Pompano Dr to Sebring Parkway multi-use path project.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $121,342.12 in Cost Center 4102A (Transportation Projects), Project Number 17034 (Memorial Dr. - Pompano Dr. to Sebring Parkway), Account No. 56301Z (Project Capital Improvements) which is being funded by a transfer from Fund 005 (General Fund) in the amount of $121,342.12 in Cost Center 9990 (Budgetary Expenditure Accounts), Account No. 59900 (Reserve for Contingency).

Attachments: 23-24-114 Project 17034 Memorial Dr Trail Path Add'l Funding (BA).pdf
23-24-123 Proj 17034 Memorial Dr Trail Path Add'l Funding (Resolution).pdf
23-24-114 Project 17034 Memorial Dr Trail Path Add'l Funding (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
May 28, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/22/2024** SUBMITTED BY: **JD Langford, P.E., County Engineer**

FUND(S): **005, 151** FUND TITLE(S): **General, Infrastructure Surtax** COST CENTER(S) #: **9990, 4102A**

PROJECT(S) #: **17034** PROJECT TITLE(S): **Memorial Dr_Pompano Dr to Sebr. Pkwy** COST CENTER TITLE(S): **Budgetary Expenditures AC/005, Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		225,907.00		121,342.12	104,564.88
E	005	9990	59010	Transfers Out		0.00	121,342.12		121,342.12
									0.00
R	151		3810000	Project Interfund Transfers	17034	0.00	121,342.12		121,342.12
E	151	4102A	56301Z	Project Capital Infrastructure	17034	2,089,858.68	121,342.12		2,211,200.80
									0.00
									0.00

REASON: **To transfer funds from General Fund to Project 17034 for 50% of the anticipated cost for the City of Sebring to move a water main that would interfer with a Multi Use Path/Sidewalk along Memorial Drive (Project 17034).**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **23-24-114**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

TRANSFER TYPE:

____ ITEM TO ITEM

XX RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 23-24-123

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-114 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-114 is hereby approved and authorized to transfer funds in the amount of $121,342.12 from General Fund to Project 17034 Memorial Drive from Pompano Dr to Sebring Parkway for 50% of the anticipated cost for the City of Sebring to move a water main that would interfere with a Multi-Use Path/Sidewalk along Memorial Drive.

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 June 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2023-2024

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		**$450,000.00**	
10/03/23	10/03/23	23-24-004	($50,311.00)	$399,689.00	To add funding for the Supervisor of Elections and Property Appraiser for salary/operating adjustments.
12/05/23	12/05/23	23-24-021	$30,418.00	$430,107.00	To add back budget funds due to the VOCA grant not requiring match funds for FY24.
01/18/24	01/18/24	23-24-033	($25,000.00)	$405,107.00	To fund Proj 23043 OSTDS Remediation Plan.
02/06/24	02/06/24	23-24-044	($61,700.00)	$343,407.00	To provide add'l funding for Nuisance Abatement cleanups.
02/20/24	02/20/24	23-24-053	($4,500.00)	$338,907.00	To provide funding for the Joey Barfield Memorial on the Panther Parkway
04/02/24	04/02/24	23-24-078	($6,800.00)	$332,107.00	To purchase four (4) laptops, docking stations and monitors for the Guardian Ad Litem office staff.
04/02/24	04/02/24	23-24-079	($93,000.00)	$239,107.00	To provide funding for Project 22081 Medal of Honor Park to complete said project.
05/21/24	05/21/24	23-24-102	($13,200.00)	$225,907.00	To provide funding for NAV software with egov.
06/04/24		23-24-114	($121,342.12)	$104,564.88	To transfer funding to Fund 151, Project 17034 to pay 50% for City of Sebring to move a water main.
REVISED TOTAL:				**$104,564.88**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Vikki Brown, Highlands Library System Manager**

SUBJECT/TITLE: **Request approval to declare the indicated lists of library materials surplus and allow designated items to be donated to the Friends of the Library of Avon Park. All Library Friends groups are nonprofit corporations.**

STATEMENT OF ISSUE

Library materials lists were created by our library's weeding process and are no longer needed by the County Library in Avon Park. Staff has completed inventories of library materials and have found all in order. Friends of the Library, per their attached memos, have agreed to accept all weeded library materials.

RECOMMENDED ACTION

Move to declare indicated library materials as surplus and allow indicated materials to be donated from the Avon Park library to the Friends of the Library of Avon Park. All Library Friends groups are nonprofit corporations as allowed by Florida Statute 274.05.

FISCAL IMPACT

Remaining value of said items is difficult to determine. Using an estimated value of five cents to the dollar against the original purchase price would give donations of $924.26 from Avon Park. Revenue generated by the sale of surplus Library materials by the Friends of the Library will be donated back to the affected libraries.

Attachments: 20240618 APL Surplus Packet.pdf

Friends of the Avon Park Public Library
100 N. Museum Avenue
Avon Park, FL 33825
(863) 452-3803

March 12, 2024

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

To Whom It May Concern:

The Friends of the Avon Park Public Library will accept any and all surplus library materials approved for disposal by the Highlands County Board of County Commissioners.

Materials may be sold in the Friends of the Library Bookstore or disposed of, depending on the item's condition.

Thank you.

Sally Compton

Sally Compton
Bookstore Manager
Friends of the Avon Park Public Library

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 22, 2024
Secretary of State
2061767580CC

DOCUMENT# 723417

Entity Name: FRIENDS OF THE LIBRARY OF AVON PARK, INC.

Current Principal Place of Business:

100 N. MUSEUM AVENUE
AVON PARK, FL 33825-3945

Current Mailing Address:

100 N. MUSEUM AVENUE
AVON PARK, FL 33825-3945 US

FEI Number: 59-2364402

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FRIENDS OF THE LIBRARY OF AVON PARK, INC.
100 N MUSEUM AVENUE
AVON PARK, FL 33825 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FRIENDS OF THE LIBRARY OF AVON PARK 02/22/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	TREASURER
Name	MOSELEY, MADELYN ANN
Address	100 N MUSEUM AVENUE
City-State-Zip:	AVON PARK FL 33825

Title	PRESIDENT
Name	BORDER, KATHLEEN
Address	100 N MUSEUM AVENUE
City-State-Zip:	AVON PARK FL 33825

Title	SECRETARY
Name	SERAFIN, THERESA
Address	2451 SR 17 S LOT 2
City-State-Zip:	AVON PARK FL 33825

Title	VP
Name	WHITE, JANETTE
Address	911 W PALMETTO ST
City-State-Zip:	AVON PARK FL 33825

Title	BOARD MEMBER
Name	LOTTS, BARI ANN
Address	100 N MUSEUM AVENUE
City-State-Zip:	AVON PARK FL 33825

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BARI A LOTTS 02/22/2024

Electronic Signature of Signing Officer/Director Detail — Date

Totals to be Donated

Part A:	$8,474.51
Part B:	$10,010.64
Subtotal:	$18,485.15

Total to be donated: $ 924.26

# of items Part A:	680
# of items Part B:	600
Total:	1280

These amounts pertain to documents Avon Park Record Sets Part A & B. The total amount of $924.26 is the value of the items to be donated to the Friends of the Library Avon Park.

Title	Home library	Cost	Barcode
A southern woman / , by Eulo, Elena Yates.	Avon Park Public Library	$ 21.95	33410420735302
See you around, Sam! / , by Lowry, Lois.	Avon Park Public Library	$ 14.95	33410420971378
Jessi's baby-sitter / , by Martin, Ann M.,	Avon Park Public Library	$ 3.95	33411830008447
Breakfast-time for Thomas : , by Awdry, W.	Avon Park Public Library	$ 10.95	33411830026084
Bee nice /	Avon Park Public Library	$ 4.95	33411830038626
The plant that ate dirty socks / , by McArthur, Nancy.	Avon Park Public Library	$ 2.95	33410421437817
Why we have Thanksgiving / , by Hillert, Margaret.	Avon Park Public Library	$ 11.70	33411830057949
Wild & funny :	Avon Park Public Library	$ 14.95	33411830058731
Claudia and the new girl / , by Martin, Ann M.,	Avon Park Public Library	$ 3.99	33411830157574
Kristy and the snobs / , by Martin, Ann M.,	Avon Park Public Library	$ 2.95	33411830157582
Snoopy's America : , by Schulz, Charles M.	Avon Park Public Library	$ 9.95	33410420678544
Kristy and the secret of Susan / , by Martin, Ann M.,	Avon Park Public Library	$ 2.95	33410420942916
Jessi and the troublemaker / , by Martin, Ann M.,	Avon Park Public Library	$ 3.50	33410420879803
Mrs. Piggle-Wiggle / , by MacDonald, Betty Bard.	Avon Park Public Library	$ 10.50	33411830240628
Mrs. Piggle-Wiggle's magic / , by MacDonald, Betty Bard.	Avon Park Public Library	$ 9.95	33410421384365
Oliver / , by Hoff, Syd,	Avon Park Public Library	$ 9.10	33410421411903
Who will be my friends? / , by Hoff, Syd,	Avon Park Public Library	$ 9.10	33410421410905
Mister St. John / , by Estleman, Loren D.,	Avon Park Public Library	$ 11.95	33411920348315
Lionel and his friends / , by Krensky, Stephen.	Avon Park Public Library	$ 12.99	33410420971345
The tree of death / , by Muller, Marcia.	Avon Park Public Library	$ 18.95	33411920739141
Hawkeye Collins & Amy Adams in the case of the toilet paper decorator & other mysteries / , by Masters, M.	Avon Park Public Library	$ 1.00	33411920763513
Silent to the bone / , by Konigsburg, E. L.	Avon Park Public Library	$ 16.00	33411830183968
The wings of Merlin / , by Barron, T. A.	Avon Park Public Library	$ 19.99	33411830175907
Hearse of a different color / , by Cockey, Tim,	Avon Park Public Library	$ 23.95	33411830066965
Binky rules / , by Krensky, Stephen.	Avon Park Public Library	$ 13.95	33411830070397
Mushrooms and toadstools in colour / , by Hvass, Else.	Avon Park Public Library	$ 18.95	33411920031325
Guide to Southern trees / , by Harrar, Ellwood S.	Avon Park Public Library	$ 9.95	33411920031374
The marvels of animal behavior /	Avon Park Public Library	$ 21.95	33410421085657
Frog on his own / , by Mayer, Mercer,	Avon Park Public Library	$ 9.95	33410421369234
Venomous animals of the world / , by Caras, Roger A.	Avon Park Public Library	$ 19.95	33411830387189
Ed Emberley's great thumbprint drawing book / , by Emberley, Ed.	Avon Park Public Library	$ 12.45	33411830021085
Mrs. Gaddy and the ghost / , by Gage, Wilson.	Avon Park Public Library	$ 14.95	33410421069941
Who's afraid of the dark? / , by Bonsall, Crosby Newell,	Avon Park Public Library	$ 9.95	33411830435665
The tale of Thomas Mead / , by Hutchins, Pat,	Avon Park Public Library	$ 13.95	33410421069719
Letter from the dead / , by Clarke, Anna,	Avon Park Public Library	$ 19.95	33411920299195
Trees of central Florida / , by Lakela, Olga.	Avon Park Public Library	$ 18.95	33411830387049
The fisherman and the bird / , by Levitin, Sonia,	Avon Park Public Library	$ 9.95	33411920324837
Last voyage / , by Clarke, Anna,	Avon Park Public Library	$ 19.95	33411920325735
Game set and danger / , by Clarke, Anna,	Avon Park Public Library	$ 19.95	33411920327210
Murdock's law / , by Estleman, Loren D.,	Avon Park Public Library	$ 12.95	33411920328028
Desire to kill / , by Clarke, Anna,	Avon Park Public Library	$ 10.95	33411920328119
We the bereaved / , by Clarke, Anna,	Avon Park Public Library	$ 11.95	33411920347739
Soon she must die / , by Clarke, Anna,	Avon Park Public Library	$ 11.95	33411920358785
Angel of vengeance / , by Cohen, Anthea.	Avon Park Public Library	$ 15.95	33411920364635
Last judgement / , by Clarke, Anna,	Avon Park Public Library	$ 11.95	33411920378239
The Golly Sisters go West / , by Byars, Betsy Cromer.	Avon Park Public Library	$ 8.95	33411920387701
W.	Avon Park Public Library	$ 9.95	33411830344198
Private affairs : , by Michael, Judith.	Avon Park Public Library	$ 17.95	33411920405735
The good mother / , by Miller, Sue,	Avon Park Public Library	$ 17.95	33411920409521
The cavalier in white / , by Muller, Marcia.	Avon Park Public Library	$ 15.95	33411920738580
Allergy plants : , by Jelks, Mary.	Avon Park Public Library	$ 9.95	33410421126329
Herbie Jones and the class gift / , by Kline, Suzy.	Avon Park Public Library	$ 11.95	33411920442910
Trees : , by Mohlenbrock, Robert H.,	Avon Park Public Library	$ 24.95	33411920444734
Murder in writing / , by Clarke, Anna,	Avon Park Public Library	$ 12.95	33411920453909
The medicine knife / , by Coldsmith, Don,	Avon Park Public Library	$ 12.95	33411920458874
Cradle / , by Clarke, Arthur C.	Avon Park Public Library	$ 18.95	33411920461506
Bloody season / , by Estleman, Loren D.,	Avon Park Public Library	$ 13.95	33411920465234
Wildflowers across America / , by Johnson, Lady Bird,	Avon Park Public Library	$ 39.95	33411920470374
Let's take the bus / , by Economos, Chris.	Avon Park Public Library	$ 9.95	33410421038938
Young Indiana Jones and the circle of death / , by McCay, William.	Avon Park Public Library	$ 2.95	33411920529005
Chernevog / , by Cherryh, C. J.	Avon Park Public Library	$ 18.95	33411830158127
Heavy time / , by Cherryh, C. J.	Avon Park Public Library	$ 19.95	33411920558137
The wild rose / , by Mortman, Doris.	Avon Park Public Library	$ 20.00	33411920567310
Lionel and Louise / , by Krensky, Stephen.	Avon Park Public Library	$ 11.00	33411820411387
Aunt Eater's mystery vacation / , by Cushman, Doug.	Avon Park Public Library	$ 13.00	33410420919427

The guide to Florida wildflowers / , by Taylor, Walter Kingsley,	Avon Park Public Library	$	26.95	33410420897615
Too little! / , by Alexander, Liza.	Avon Park Public Library	$	9.95	33410420704985
Cynthia Rylant's Everyday House / , by Rylant, Cynthia.	Avon Park Public Library	$	9.95	33410421100225
Wolf in the shadows / , by Muller, Marcia.	Avon Park Public Library	$	18.95	33410420725394
A wild and lonely place / , by Muller, Marcia.	Avon Park Public Library	$	18.95	33411830424610
Camp Knock Knock / , by Duffey, Betsy.	Avon Park Public Library	$	13.95	33410421067689
Digby / , by Hazen, Barbara Shook.	Avon Park Public Library	$	14.89	33410421015449
The distinguished guest / , by Miller, Sue,	Avon Park Public Library	$	24.00	33411830160073
The broken promise land / , by Muller, Marcia.	Avon Park Public Library	$	18.95	33410421028376
The winter king / , by Cornwell, Bernard.	Avon Park Public Library	$	9.89	33411830741682
Snow wolf / , by Meade, Glenn.	Avon Park Public Library	$	24.95	33410420872394
Billy Gashade / , by Estleman, Loren D.,	Avon Park Public Library	$	23.95	33410421030679
The seven songs of Merlin / , by Barron, T. A.	Avon Park Public Library	$	19.99	33411830579280
Intelligence in animals.	Avon Park Public Library	$	22.95	33410421082662
Chicken soup for little souls : , by McCourt, Lisa.	Avon Park Public Library	$	15.95	33411830062857
A duck so small / , by Benjamin, A. H.,	Avon Park Public Library	$	14.95	33410421372287
Chicken soup for little souls : , by McCourt, Lisa.	Avon Park Public Library	$	14.95	33410421351604
South wind / , by Coldsmith, Don,	Avon Park Public Library	$	24.95	33410421347545
Acts of love / , by Michael, Judith.	Avon Park Public Library	$	24.00	33410421029119
Quicksand pony / , by Lester, Alison.	Avon Park Public Library	$	15.00	33411820401958
Valiant hearts / , by Chaikin, L. L.,	Avon Park Public Library	$	11.99	33411830063608
Other worlds / , by Michaels, Barbara,	Avon Park Public Library	$	20.95	33410421442783
A walk through the fire / , by Muller, Marcia.	Avon Park Public Library	$	19.95	33411830014643
Arthur and the cootie-catcher / , by Krensky, Stephen.	Avon Park Public Library	$	12.95	33411830017653
Five ring circus : , by Cleary, Jon,	Avon Park Public Library	$	23.00	33411820417962
Jason's bears / , by Bauer, Marion Dane.	Avon Park Public Library	$	15.95	33411830045837
Can of worms / , by Mackel, Kathy.	Avon Park Public Library	$	15.95	33411830009056
Blackboard Bear / , by Alexander, Martha G.	Avon Park Public Library	$	12.99	33411830025896
A groom with a view : , by Churchill, Jill,	Avon Park Public Library	$	22.00	33411830017620
The master executioner / , by Estleman, Loren D.	Avon Park Public Library	$	23.95	33411830084893
William,	Avon Park Public Library	$	16.95	33410420825632
World treasury of mushrooms in color / , by Dupré, Bernard.	Avon Park Public Library	$	10.95	33411830058434
Poinsettias : , by Anderson, Christine,	Avon Park Public Library	$	22.95	33410421102460
The new guide to mushrooms : , by Jordan, Peter.	Avon Park Public Library	$	14.98	33410420939854
Baby Duck's new friend / , by Asch, Frank.	Avon Park Public Library	$	15.00	33411830083259
Howard,	Avon Park Public Library	$	12.00	33411920163797
The herb book / , by Boxer, Arabella,	Avon Park Public Library	$	10.95	33411920285061
The squire's tale / , by Morris, Gerald,	Avon Park Public Library	$	15.00	33411830476826
The underwater explorer : , by Köhler, Annemarie.	Avon Park Public Library	$	24.95	33411830001012
Loot : , by Elkins, Aaron J.	Avon Park Public Library	$	24.00	33411820412666
My grandfather Jack the Ripper / , by Apone, Claudio,	Avon Park Public Library	$	19.00	33411830087011
Officer of the court / , by Mesce, Bill.	Avon Park Public Library	$	23.95	33411830087235
Moving to the country / , by Cheska, Anna.	Avon Park Public Library	$	25.95	33411830104733
Hoping for hope / , by Clare, Lucy.	Avon Park Public Library	$	23.95	33411830109625
South of reason / , by Eppes, Cindy.	Avon Park Public Library	$	24.00	33411830110243
Flip and Flop / , by Apperley, Dawn.	Avon Park Public Library	$	12.95	33411830108940
Counting stars / , by Almond, David,	Avon Park Public Library	$	16.95	33411830420022
Iris and Walter and Baby Rose / , by Guest, Elissa Haden.	Avon Park Public Library	$	14.00	33411830135695
Critical condition / , by Clement, Peter.	Avon Park Public Library	$	22.95	33411830135935
Bubba and Beau, best friends / , by Appelt, Kathi,	Avon Park Public Library	$	16.00	33411830135281
The kindling / , by Armstrong, Jennifer,	Avon Park Public Library	$	15.95	33411830181269
The sisters Mallone : , by Ermelino, Louisa.	Avon Park Public Library	$	17.00	33411830631172
The life of the ocean / , by Berrill, N. J.	Avon Park Public Library	$	18.95	33411830151767
The life of rivers and streams / , by Usinger, Robert L.	Avon Park Public Library	$	18.95	33411830151759
Jinxed : , by Clark, Carol Higgins.	Avon Park Public Library	$	23.00	33411830754867
Ed Emberley's drawing book of trucks and trains. , by Emberley, Ed.	Avon Park Public Library	$	15.95	33411830181947
Ed Emberley's drawing book of weirdos/ , by Emberley, Ed.	Avon Park Public Library	$	15.95	33411830177226
The disappearance of Sherlock Holmes : , by Millett, Larry,	Avon Park Public Library	$	23.95	33411830198743
I sure am glad to see you, Blackboard Bear / , by Alexander, Martha	Avon Park Public Library	$	10.99	33411830204251
T-rex is missing! / , by De Paola, Tomie.	Avon Park Public Library	$	14.95	33411830188652
Secret heart / , by Almond, David,	Avon Park Public Library	$	15.95	33411830201299
Going to Grandma's / , by Hall, Patricia,	Avon Park Public Library	$	12.95	33411830192662
The gathering storm / , by Elliott, Kate.	Avon Park Public Library	$	24.95	33411830210217
Edna elephant / , by Bridges, Margaret Park.	Avon Park Public Library	$	12.99	33411830204327
The best place to read / , by Bertram, Debbie.	Avon Park Public Library	$	16.99	33411830187332
Jahanara, Princess of Princesses / , by Lasky, Kathryn,	Avon Park Public Library	$	10.95	33411830188165

Bubba and Beau go night-night / , by Appelt, Kathi,	Avon Park Public Library	$	16.00	33411830189585
No more dead dogs / , by Korman, Gordon	Avon Park Public Library	$	14.39	33411830828539
Demon in my view / , by Atwater-Rhodes, Amelia.	Avon Park Public Library	$	4.19	33411830616967
Show and tell / , by Hood, Susan,	Avon Park Public Library	$	12.95	33411830192969
Where's your mitten, Josh / , by Bailer, Darice	Avon Park Public Library	$	6.99	33411830188868
Love for sale : , by Churchill, Jill,	Avon Park Public Library	$	23.95	33411830230223
Cyanide Wells / , by Muller, Marcia.	Avon Park Public Library	$	24.95	33411830268066
The case of the jingle bell jinx / , by Leonhardt, Alice.	Avon Park Public Library	$	12.95	33411830190203
Guns blaze on spiderweb range / , by Coburn, Walt,	Avon Park Public Library	$	14.25	33411830248944
Ragtime in Simla / , by Cleverly, Barbara.	Avon Park Public Library	$	24.00	33411830240073
An ant's day off / , by Becker, Bonny.	Avon Park Public Library	$	15.95	33411830191631
Figure it out for yourself / , by Chase, James Hadley.	Avon Park Public Library	$	21.95	33411830235602
Watch out! Big Bro's coming! / , by Alborough, Jez.	Avon Park Public Library	$	6.99	33411830193330
Home at last / , by Lasky, Kathryn.	Avon Park Public Library	$	12.95	33411830334520
A great and terrible beauty / , by Bray, Libba.	Avon Park Public Library	$	15.95	33411830184016
A field guide to wildflowers : , by Peterson, Roger Tory,	Avon Park Public Library	$	15.95	33411830260048
Monster of God : , by Quammen, David,	Avon Park Public Library	$	26.95	33411830230041
Dragon's breath / , by Baker, E. D.	Avon Park Public Library	$	15.95	33411830185039
A. E.	Avon Park Public Library	$	13.99	33411830185005
Leon and the spitting image / , by Kurzweil, Allen.	Avon Park Public Library	$	15.99	33411830333902
The year of secret assignments / , by Moriarty, Jaclyn.	Avon Park Public Library	$	5.99	33411830617213
A time for courage : , by Lasky, Kathryn.	Avon Park Public Library	$	12.95	33411830185831
Mary, Queen of Scots, queen without a country / , by Lasky, Kathryn.	Avon Park Public Library	$	10.95	33411830185757
The pirates of Pompeii / , by Lawrence, Caroline.	Avon Park Public Library	$	15.95	33411830186359
Raccoon on his own / , by Arnosky, Jim.	Avon Park Public Library	$	17.95	33411830182440
Bubba and Beau meet the relatives / , by Appelt, Kathi,	Avon Park Public Library	$	16.00	33411830336343
Florida Keys wildflowers : , by Hammer, Roger L.	Avon Park Public Library	$	23.95	33411830404455
Pyro / , by Emerson, Earl W.	Avon Park Public Library	$	24.95	33411830320867
Jonathan Strange & Mr. Norrell / , by Clarke, Susanna.	Avon Park Public Library	$	27.95	33411830343240
Kazunomiya : , by Lasky, Kathryn.	Avon Park Public Library	$	9.20	33411830276390
Curse of the blue tattoo : , by Meyer, L. A.	Avon Park Public Library	$	9.69	33411830502415
The persistence of memory / , by Eprile, Tony.	Avon Park Public Library	$	14.95	33411830174272
The adventures of Abdi / , by Madonna,	Avon Park Public Library	$	19.95	33411830323705
Saving Francesca / , by Marchetta, Melina,	Avon Park Public Library	$	15.95	33411830323812
Lemons are not red / , by Seeger, Laura Vaccaro.	Avon Park Public Library	$	14.95	33411830176186
The secret life of plants / , by Tompkins, Peter.	Avon Park Public Library	$	14.00	33411830349775
Lost in the forest / , by Miller, Sue,	Avon Park Public Library	$	24.95	33411830358487
Beyond the burning time / , by Lasky, Kathryn.	Avon Park Public Library	$	4.99	33411830350484
Sock Monkey boogie-woogie : , by Bell, Cece.	Avon Park Public Library	$	14.95	33411830325619
No messin' with my lesson / , by Krulik, Nancy E.	Avon Park Public Library	$	12.95	33411830324109
Little Witch learns to read / , by Hautzig, Deborah.	Avon Park Public Library	$	12.95	33411830323796
The day the dog dressed like Dad / , by Amico, Tom.	Avon Park Public Library	$	16.95	33411830326252
Sick of shadows : , by Chesney, Marion.	Avon Park Public Library	$	22.95	33411830359493
Too many frogs! / , by Asher, Sandy.	Avon Park Public Library	$	15.99	33411830482295
Where there's a will / , by Elkins, Aaron J.	Avon Park Public Library	$	23.95	33411830358719
I'll never share you, Blackboard Bear / , by Alexander, Martha G.	Avon Park Public Library	$	13.99	33411830327755
Fluffy, Scourge of the Sea / , by Bateman, Teresa.	Avon Park Public Library	$	14.95	33411830328381
Abraham Lincoln : , by Jeffrey, Gary.	Avon Park Public Library	$	19.95	33411830328407
Cleopatra : , by Jeffrey, Gary.	Avon Park Public Library	$	19.95	33411830328589
Sitting Bull : , by Jeffrey, Gary.	Avon Park Public Library	$	19.95	33411830328332
Julius Caesar : , by Jeffrey, Gary.	Avon Park Public Library	$	19.95	33411830328399
Twilight : , by Mosby, Katherine,	Avon Park Public Library	$	24.95	33411830360541
Spartacus : , by Shone, Rob.	Avon Park Public Library	$	19.95	33411830328571
Lord Vishnu's love handles : , by Clarke, Will.	Avon Park Public Library	$	23.00	33411830290219
Captain Fact : , by Knife.	Avon Park Public Library	$	4.99	33411830329116
Girl, 15, charming but insane / , by Limb, Sue.	Avon Park Public Library	$	15.95	33411830330627
Once upon a curse / , by Baker, E. D.	Avon Park Public Library	$	15.95	33411830330429
The blue ghost / , by Bauer, Marion Dane.	Avon Park Public Library	$	13.99	33411831260443
The shroud of the thwacker : , by Elliott, Chris,	Avon Park Public Library	$	22.95	33411830173530
Eye of the wolf / , by Coel, Margaret,	Avon Park Public Library	$	23.95	33411830287843
Attaboy, Sam! / , by Lowry, Lois.	Avon Park Public Library	$	13.95	33411830368650
Rebel angels / , by Bray, Libba.	Avon Park Public Library	$	16.95	33411830368403
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West of sunset : , by O'Nan, Stewart,	Avon Park Public Library	$	15.93	33411830729984
Galapagos regained / , by Morrow, James,	Avon Park Public Library	$	16.52	33411830728598
Serpents in the Cold / , by O'Malley, Thomas,	Avon Park Public Library	$	14.82	33411830729851
The ice queen / , by Neuhaus, Nele.	Avon Park Public Library	$	14.81	33411830730040
The sweetheart : , by Mirabella, Angelina.	Avon Park Public Library	$	14.25	33411830729844
Falling in love	Avon Park Public Library	$	5.99	33411830721775
Amherst / , by Nicholson, William,	Avon Park Public Library	$	14.82	33411830731212
Five women in black / , by Oswald, BF.	Avon Park Public Library	$	10.00	33411830737383
Lincoln's greatest case : , by McGinty, Brian,	Avon Park Public Library	$	15.36	33411830660064
On your case : , by Green, Lisa	Avon Park Public Library	$	15.38	33411830538401
A reunion of ghosts / , by Mitchell, Judith Claire,	Avon Park Public Library	$	15.38	33411830733093
Inspector of the dead / , by Morrell, David,	Avon Park Public Library	$	14.82	33411830741104
The looting machine : , by Burgis, Tom.	Avon Park Public Library	$	15.95	33411830740411
Wolverine versus Sabretooth reborn	Avon Park Public Library	$	11.23	33411830740395
Outcast	Avon Park Public Library	$	16.99	33411830725008
Ruins of war / , by Connell, John A.	Avon Park Public Library	$	15.36	33411830744967
Flame out / , by Cooley, Martha,	Avon Park Public Library	$	14.24	33411830746228
The last leaves falling / , by Benwell, Sarah,	Avon Park Public Library	$	10.25	33411830747762
The invisible woman	Avon Park Public Library	$	13.99	33411830736369
The Santangelos : , by Collins, Jackie,	Avon Park Public Library	$	15.95	33411830748265
Opening up / , by Dane, Lauren,	Avon Park Public Library	$	9.00	33411830748034
What doesn't kill her / , by Norton, Carla,	Avon Park Public Library	$	14.81	33411830745360
Dunbar, Peter M.,	Avon Park Public Library	$	17.97	33411830745444
Confession of the lioness / , by Couto, Mia,	Avon Park Public Library	$	14.25	33411830749438
House of 1000 corpses	Avon Park Public Library	$	8.20	33411830752192
Indecent proposal	Avon Park Public Library	$	8.99	33411830751814
Madame Bovary	Avon Park Public Library	$	12.69	33411830753257
Manhunter	Avon Park Public Library	$	7.76	33411830754123
Everything I left unsaid : , by O'Keefe, Molly,	Avon Park Public Library	$	9.00	33411830764502
The rest of us just live here / , by Ness, Patrick,	Avon Park Public Library	$	10.25	33411830767505
Machete kills	Avon Park Public Library	$	7.88	33411830755898
The court and the world : , by Breyer, Stephen G.,	Avon Park Public Library	$	15.93	33411830776910
The whispering city / , by Moliner, Sara,	Avon Park Public Library	$	14.79	33411830777140
Coming back / , by Dane, Lauren,	Avon Park Public Library	$	7.79	33411830777702
Valley of choice trilogy : , by Newport, Olivia,	Avon Park Public Library	$	16.00	33411830768180
20,000 nerds under the sea / , by Miller, Jeff,	Avon Park Public Library	$	9.68	33411830778692
Hunters in the dark : , by Osborne, Lawrence,	Avon Park Public Library	$	14.25	33411830779757
Don Verdean	Avon Park Public Library	$	12.89	33411830771655
Future shock / , by Briggs, Elizabeth	Avon Park Public Library	$	14.27	33411830783643
Terror in taffeta : , by Cooper, Marla,	Avon Park Public Library	$	14.81	33411830785440
Injustices : , by Millhiser, Ian,	Avon Park Public Library	$	20.61	33411830773487
The 40-year-old virgin	Avon Park Public Library	$	8.39	33411830773180
Onslaught : , by Oldham, Nick,	Avon Park Public Library	$	16.50	33411830786406
The high flyer : , by Darrell, Elizabeth,	Avon Park Public Library	$	16.50	33411830785937
Here comes the bribe / , by Daheim, Mary,	Avon Park Public Library	$	13.67	33411830786257
Sweet lamb of heaven : , by Millet, Lydia,	Avon Park Public Library	$	14.79	33411830756557
Neighing with fire / , by O'Sullivan, Kathryn,	Avon Park Public Library	$	14.09	33411830757209
The judgment / , by Niko, D. J.,	Avon Park Public Library	$	8.99	33411830795225
How to get a green card / , by Bray, Ilona M.,	Avon Park Public Library	$	23.99	33411830794343
The Strivers' Row spy / , by Overstreet, Jason,	Avon Park Public Library	$	14.25	33411830794319
Crossing the horizon : , by Notaro, Laurie,	Avon Park Public Library	$	14.09	33411830799086
Façade / , by Dawn, Nyrae,	Avon Park Public Library	$	11.37	33411830805909
The passion	Avon Park Public Library	$	11.99	33411830805933
Replica. , by Oliver, Lauren,	Avon Park Public Library	$	10.79	33411830818274
The Worthington wife / , by Page, Sharon,	Avon Park Public Library	$	9.91	33411830819728
Ouija.	Avon Park Public Library	$	16.99	33411830800421
The fire by night / , by Messineo, Teresa,	Avon Park Public Library	$	14.63	33411830820817
Cold welcome / , by Moon, Elizabeth,	Avon Park Public Library	$	15.18	33411830826871
Mortgage management for dummies / , by Tyson, Eric	Avon Park Public Library	$	12.39	33411830833679
An alchemy of masques and mirrors / , by Craddock, Curtis,	Avon Park Public Library	$	14.03	33411830837241
So you want to be a lawyer : , by Jones, Lisa Fairchild,	Avon Park Public Library	$	12.39	33411830837316
The Prague sonata : , by Morrow, Bradford,	Avon Park Public Library	$	14.58	33411830843850
The new wild west : , by Briody, Blaire,	Avon Park Public Library	$	15.11	33411830842977
Pupcakes : , by Noblin, Annie England,	Avon Park Public Library	$	14.03	33411830843975

Acceptable risks / , by Damschroder, Natalie J.,	Avon Park Public Library	$	4.95	33411830678991
Chase your shadow : , by Carlin, John,	Avon Park Public Library	$	15.39	33411830314480
My true love gave to me :	Avon Park Public Library	$	10.44	33411830887725
Dark winds rising : , by Noce, Mark,	Avon Park Public Library	$	14.57	33411830852562
The outcasts of time / , by Mortimer, Ian,	Avon Park Public Library	$	14.01	33411830855086
I can make fantastic fliers / , by Holzweiss, Kristina,	Avon Park Public Library	$	3.51	33411830853636
A well-timed murder / , by De Hahn, Tracee,	Avon Park Public Library	$	14.03	33411830862017
Armed in America : , by Charles, Patrick J.	Avon Park Public Library	$	15.12	33411830861068
Jigsaw	Avon Park Public Library	$	14.96	33411830890208
Your score : , by Davenport, Anthony,	Avon Park Public Library	$	11.88	33411830854790
Gateway to the moon : , by Morris, Mary,	Avon Park Public Library	$	15.09	33411830879813
The whiz mob and the grenadine kid / , by Meloy, Colin,	Avon Park Public Library	$	9.60	33411830865853
The merry spinster : , by Ortberg, Mallory,	Avon Park Public Library	$	10.54	33411830880621
Who framed Roger Rabbit	Avon Park Public Library	$	10.34	33411830882619
Colonial courtships :	Avon Park Public Library	$	7.99	33411830741625
Jonathan	Avon Park Public Library	$	12.99	33411830897005
Dragon ghosts / , by McMann, Lisa,	Avon Park Public Library	$	10.20	33411830898649
Tax cuts and jobs act :	Avon Park Public Library	$	8.00	33411830853974
King of thieves	Avon Park Public Library	$	13.79	33411830895090
Ghost haven / , by Oswald, BF,	Avon Park Public Library	$	9.95	33411830950820
The ghost clause / , by Norman, Howard A.,	Avon Park Public Library			33411830909933
Cilka's journey / , by Morris, Heather	Avon Park Public Library	$	15.17	33411830918504
Divorce & Money : , by Woodhouse, Violet,	Avon Park Public Library	$	31.49	33411830973079
Mister Scrooge to see you!	Avon Park Public Library	$	13.77	33411830924890
The mountain	Avon Park Public Library	$	20.67	33411830925327
Lifetime scary movie set	Avon Park Public Library	$	10.34	33411830929568
I still believe	Avon Park Public Library	$	20.67	33411830848099
TOTAL:		**$**	**18,485.15**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Beverly Singley - Code Enforcement Administrator**

SUBJECT/TITLE: **Release of Lien**

STATEMENT OF ISSUE

To release a Code Enforcement Lien (Order Imposing Fine), for the property address of 3512 Paradise Drive, Sebring, has a Code Enforcement Lien against this property from July 28, 2008. The property taxes were not paid, did not sale at tax deed sale, so this property was escheated to Highlands County Board of County Commissioners on September 30, 2016. With escheatment to the County the lien is no longer valid, however the lien was not released, which does not give clear title. The County sold this property on July 10, 2019. Code Enforcement is asking to record a release of lien for this property.

RECOMMENDED ACTION

Move to approve a Release of Lien for Order Imposing Fine - Lien recorded in Highlands County Clerk of Courts Official Records Book 2152, Page 1964 of the Public Records of Highlands County, Florida.

FISCAL IMPACT

There is no impact to the General Funds.

Attachments: Release of Lien_3512 Paradise.SGS.pdf

After Recorded Return To:
Office of the County Attorney
600 S. Commerce Ave.
Sebring, FL 33870
Tax Parcel Identification Number: C-03-35-29-060-0000-0120

IN AND FOR HIGHLANDS COUNTY, FLORIDA

HIGHLANDS COUNTY, **CASE NO.: CE 06010064**

Petitioner,

v.

JILL A. VILLONE,

Respondent.

_____/

RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS that Highlands County, the holder of a certain Code Compliance Lien stemming from that Order Imposing Fine recorded on August 1, 2008, in Official Records Book 2152, Page 1964, of the public records of Highlands County, Florida (the "Order"), does hereby **fully release** the following described property from any and all amounts including interest accrued pursuant to the Order:

LOTS 12, 13 & 14 SUNVIEW ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 PAGE 15 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA

PARCEL ID#: C-03-35-29-060-0000-0120

Property Address: 3512 Paradise Drive, Sebring, Florida 33876

IN WITNESS WHEREOF, Highlands County, by its County Administrator, has duly executed the foregoing instrument on the ____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Laurie Hurner, who personally swore or affirmed that she is authorized to execute this Affidavit, and who is personally known to me or who produced _____ as identification, this _____ day of _____, 2024.

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Melony Culpepper, AICP, Project Manager - Transportation** **James D. Langford, P.E., County Engineer**
SUBJECT/TITLE:	**Request approval of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and the adoption of Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013.**

STATEMENT OF ISSUE

Attached for your review and approval is Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co. to allow the contractor to add sidewalk within the right-of-way along Kenilworth Boulevard as required by the County's Land Development Regulations; make required interior improvements, pursuant to Building permit requirements; remove an unforeseen septic tank; replace an existing stormwater structure/pipe with a new stormwater knock out box; and include additional building permit fees. The change order includes a 15-percent overhead and profit (OH&P) cost as allowed by ITB 22-013 and an increase to the bond as required by the Agreement. The net change order amount will be $33,009.96. The contractor has also requested to add an additional 30 days on to the end of the Agreement.

Included for your review and approval is Budget Amendment 23-24-099, along with accompanying Resolution 23-24-109, to appropriate additional funds to this project.

The Board Attorney has reviewed and approved Amendment 1. Melony Culpepper is the project manager for this project.

RECOMMENDED ACTION

Move to adopt Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013

FISCAL IMPACT

The fiscal impact is a decrease to Fund 110 (Transportation Trust) Cost Center 4120 (Multi Use Paths/Sidewalks) in the amount of $11,460.00; a decrease to Fund 151 (Transportation Trust) Cost Center 4102A (Transportation Projects) Annex 2nd Floor Remodel (Project 22051) in the amount of $40,000.00; and an increase to Fund 151 (Infrastructure Surtax) Cost Center 4102A (Transportation Projects) in the amount of $51,460.00 and will be appropriated in Project 19007 New Traffic Operations Building with a net fiscal impact of $0.00.

Attachments: 22-013 Amendment 1 New Traffic Ops Bldg.pdf
Resolution 23-24-109
Budget Amendment 23-24-099

AMENDMENT 1 TO AGREEMENT

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and EO Koch Construction, Co. ("Contractor"), and shall modify the terms and conditions of that Agreement between the parties dated and approved by the County on September 7, 2023 ("Agreement").

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the new Traffic Operation Building; and

WHEREAS, due to some unforeseen matters and needed modifications, the Contractor properly submitted a request for change order to the original specifications of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and Contractor agree as follows:

1. Section 1.03, Construction Documents, Section 3.01, Duration Days, and Article 4.00, Contract Sum, are hereby amended to include the following:

Add approx. 191.30LF of 5' sidewalk within right-of-way	$11,460.00
Add Exterior door 128 and modify overhead door	$2,480.00
Paint floor to indicate exit way	$2,200.00
Add (4) fire extinguishers	$1,200.00
Electrical modifications	$1,007.81
Unforeseen Septic Tank Removal	$1,836.00
Change Footer Sizes	$2,284.00
Remove existing stormwater structure/pipe and replace with new stormwater knock out box	$4,200.00
Subtotal	**$26,667.81**
Contractor OH&P	$4,000.17
Permit Cost over budget	$2,135.98
Bond	$206.00
Total Change Order Request	**$33,009.96**

Additional Days Requested: 30 Days

2. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair

ATTEST:

_____
Jerome Kaszubowski, Clerk

EO KOCH CONSTRUCTION, CO.

_____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of EO Koch Construction, Co., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

RESOLUTION NO. 23-24-109

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-099 TO THE TRANSPORTATION TRUST AND THE INFRASTRUCTURE SURTAX FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Transportation Trust and the Infrastructure Surtax Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-099 is hereby approved and authorized to transfer funds from Fund 110 (Transportation Trust) to Project #19007 in Fund 151 (Infrastructure Surtax) for FY23/24. The fiscal impact is an increase in the amount of $11,460.00 to Fund 151.

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 June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
May 23, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/22/2024** SUBMITTED BY: **Melony Culpepper, AICP, Project Manager**

FUND(S): **110, 151** FUND TITLE(S): **Transportation Trust Infrastructure Surtax** COST CENTER(S) #: **4120, 4102A**

PROJECT(S) #: **19007** PROJECT TITLE(S): **New Traffic Ops Bldg** COST CENTER TITLE(S): **Multi Use Paths/Sidewalks Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4120	56310	Not Capital Infrastructure		41,366.00		11,460.00	29,906.00
E	110	4120	59010	Transfers Out		0.00	11,460.00		11,460.00
									0.00
E	151	4102A	56200Z	Project Buildings	22051	121,175.00		40,000.00	81,175.00
									0.00
R	151		3810000Z	Project Interfund Transfer	19007	0.00	11,460.00		11,460.00
E	151	4102A	56200Z	Project Buildings	19007	2,020,064.62	51,460.00		2,071,524.62

REASON: **This Budget Ammendment is necessary to transfer funds from the Multi Use Paths/Sidewalks cost center (Fund 110) for the sidewalk that is required along Kenilworth Boulevard and the Annex 2nd Floor Renovation project (Fund 151) to allocate additional funds to the New Traffic Operations Building project (Fund 151).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-099

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on March 1, 2022 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the American Cornhole League Championship.

In efforts to streamline the post-event reimbursement process, the Airstream Ventures has requested payment for all of their existing contracts for TDC Event Grants be amended to issue the reimbursement payment from the County directly to the Event Organizer. For this contract, this would issue the reimbursement to East Coast Beach Baggers, LLC for the American Cornhole League Championship for the remainder of the contract's term, which ends in 2024.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 1 - ACL Cornhole Championship Grant Contract.pdf
ACL Cornhole BCC Contract.pdf

AMENDMENT 1 TO THE SPECIAL EVENT/PROJECT GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") and Airstream Ventures, LLC., 3832-010 Baymeadows Rd. #101, Jacksonville, Florida 32217 (hereinafter referred to as the "CONTRACTOR"), and shall modify the terms and conditions of that Agreement between COUNTY and CONTRACTOR, dated March 1, 2022 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, on March 1, 2022, the COUNTY entered into the Agreement with the CONTRACTOR related to the American Cornhole League Championship, (hereinafter referred to as the "Event"); and

WHEREAS, COUNTY is responsible for issuing payment to the CONTRACTOR for reimbursement of eligible expenditures, pursuant and subject to the terms and conditions of the Agreement; and

WHEREAS, the CONTRACTOR has requested a certain revision to the Agreement with regard to compensation for the Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of and visitors to the COUNTY to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. Subsection 1. of **COMPENSATION** is deleted and replaced as follows:

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Twenty Four Thousand Five Hundred Dollars ($24,500.00) for the American Cornhole League Championship in 2022; in the amount of up to Twenty Thousand Dollars ($20,000.00) for the American Cornhole League Championship in 2023; and the COUNTY agrees to pay EAST COAST BEACH BAGGERS LLC (TIN: 93-4959506), as assignee of the CONTRACTOR of funds to be paid pursuant to this Agreement, in the amount of up to Twenty Thousand Dollars ($20,000.00) for the American Cornhole League Championship in 2024 from Cost Center 5305 the Marketing and Events - 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. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect and to the extent of any conflict between the terms and conditions of this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: Alex Verlander

Print: _____

Title: CEO

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, 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 V645-101-72-130-0 as identification, and who did/did not take an oath this 31 day of May, 2024.

(stamp)

MAYA LYNN WISEMAN
Notary Public - State of Florida
Commission # HH 523758
My Comm. Expires May 2, 2028
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

9F

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 1, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of Special Event Grant contract for American Cornhole League: Cornhole Championship with Airstream Ventures, LLC as recommended by the Tourism Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council on January 27, 2022, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC in the amount up to $24,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 for The American Cornhole League: Cornhole Championship to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application.

RECOMMENDED ACTION

Move to approve Special Event Grant contract for American Cornhole League: Cornhole Championship with Airstream Ventures, LLC as recommended by the Tourism Development Council.

FISCAL IMPACT

The fiscal impact is up to $24,500 in fiscal year 2022, up to $20,000 in fiscal year 2023, and up to $20,000 in fiscal year 2024 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Marketing and Promotion) which the amount of $24,500 has been included in the FY 21/22 Adopted Budget.

Attachments: ACL Cornhole Grant .CB.SGS_Signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 3832-010 BAYMEADOWS RD, #101, JACKSONVILLE, FL 32217
EIN 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 September 5, 2024.

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 Twenty-Four Thousand Five Hundred Dollars ($24,500) in 2022; Twenty Thousand ($20,000) in 2023; and Twenty Thousand ($20,000) in 2024, for ACL Cornhole Championship, from Cost Center 5305 the Marketing and Events -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. Funding to be provided in accordance with this Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego providing the funding to the CONTRACTOR for any purpose which may fall within the scope of listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY may hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of the issues to the CONTRACTOR.

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.

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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of March 2022.

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: 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 Airstream Ventures, LLC., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of February, 2022.

(stamp)

K. Grayson
NOTARY PUBLIC, State of Florida

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathy D. Rapp
Kathy G. Rapp, Chair

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

J Kasz
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:
2022: $20,000 (grant) + $4,500 (225 verified room nights) = $24,500
2023: $10,000 (grant) + $10,000 (500 verified room nights) = $20,000
2024: $10,000 (grant) + $10,000 (500 verified room nights) = $20,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: American Cornhole League Championship
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Rob Chismark
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2022: $24,500 - 2023: $20,000 - 2024: $ 20,000

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals

   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:
TBD

IV. Event Specific Information

1. Event name: American Cornhole League Championship
2. Type of event: Sports/Tournament
3. Dates of Event: May 13-15, 2022
4. Location of Event: South Florida State College
5. Number of days: 3 Hours: 30+
6. Projected number of out of town participants:
   Out of state: 100
   In-state: 300

7. Projected number of attendees per day: 550

8. Projected number of media, staff, officials:
   Out of state: 5
   In-state: 10

9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. 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.) 2022: 225 2023: 500 2024: 500

VII. 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*).
We expect 80% to be from outside the county based on data from prior events. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

Previous Event or Project: American Cornhole League State Championship
Date: February 26-28, 2021
Location: Jacksonville Ice & Sportsplex
Total Room Nights: 400
Contact Name/Phone: Rob Chismark
Funding amount awarded: $20,000
Economic Impact (If available): $50,000

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)
Please see attached budget	
Visit Sebring/TDC Funding Request	$24,500
TOTAL INCOME ALL SOURCES	$32,500

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**
Please see attached budget	
TOTAL EVENT EXPENSES	
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Venue Rentals	$12,500
Officials	$4,000
Marketing (paid social)	$2,000
Equipment Rentals	$4,000
Facebook Live Stream	$2,000
TOTAL TDC EXPENSES	**$24,5000**

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 13-15, 2022
Date of Application: January 10, 2022

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 14, 2022 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by January 26, 2022. (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:* 1/10/2022 _____

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.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the 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: 1/10/2022

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 _____ (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) 1/10/22

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

SMART Objective Worksheet

Draft Goal:

_____

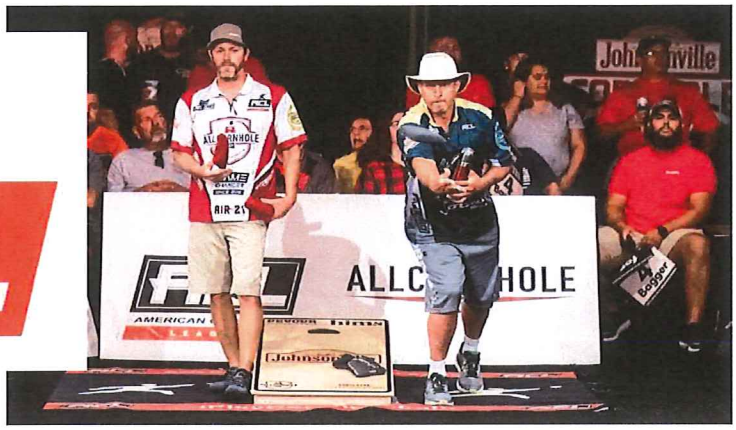
_____

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • 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 and livestream components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers utilizing the room certification as well as the Str report to verify
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	ACL does a great job of marketing to their desired demographic and creating a local buzz around the event. With support from the local government and tourist development council, we can spread awareness and grow this event into yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebring's vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective?	4 months

American Cornhole Championship Budget
Sebring, FL

Revenue	
Ticket Revenue	$ 6,000.00
Concessions	$ 2,000.00
TDC Grant	$ 20,000.00
Room Rebate	$ 4,500.00
TOTAL REVENUE	**$ 32,500.00**
Expenses	
Venue Rental	$ 12,500.00
Officials	$ 4,000.00
Marketing	$ 2,000.00
Equipment Rentals	$ 4,000.00
Facebook Live Stream	$ 2,000.00
Concession Stock	$ 1,000.00
Apparel	$ 1,500.00
Insurance	$ 1,000.00
Travel	$ 2,200.00
Staffing	$ 2,000.00
Signage	$ 1,200.00
TOTAL EXPENSES	**$ 33,400.00**
NET	**$ (900.00)**

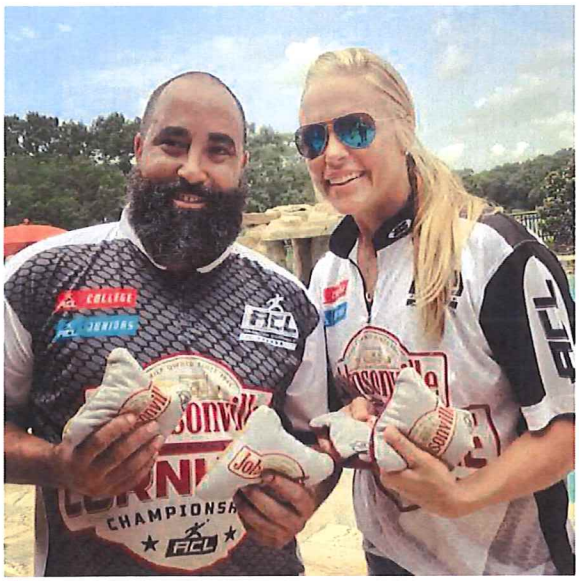
American Cornhole League Southeast Conference



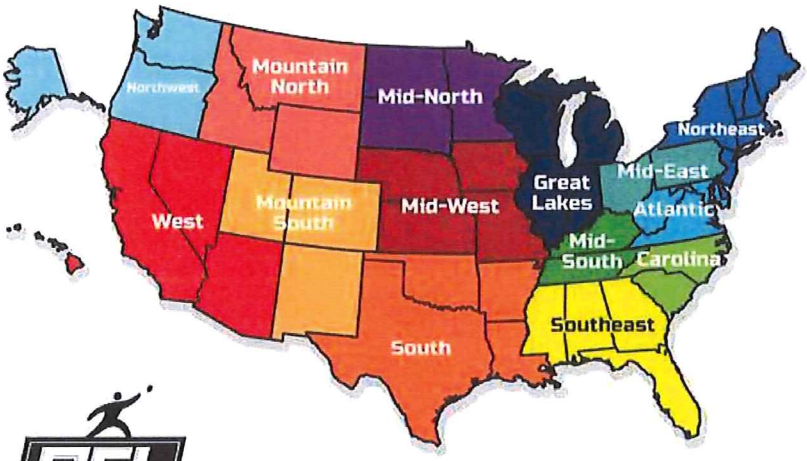
The ACL promotes and develops cornhole as a sport for any age and any skill level. The organization establishes the rules and regulations to govern the sport around theworld. ***Anyone Can Play and Anyone Can Win.***

The ACL consists of 15 conferences across the country with players in each looking tofinish top 16 in their conference. The Top 16 will qualify for the Conference Crew Championship.

There is a series of events each year that will be held across the Southeast Conference – from local qualifiers, to regionals, conference championships, and openevents.



American Cornhole League - Conference Map



Business Plan:

For the Cornhole Championship our team will utilize our extensive experience in executing championships of similar scope, as well as our network in the cornhole industry to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed utilizing national best practice



How Cornhole will INCREASE out-of-county Visitors to Highlands

American Cornhole League brings an exciting event to your destination, marketing your area to the cornhole competitors and your community. The participants thatwill be coming to your area average income is more than $100,000 annually, withparticipants starting as young as 18 and going up to over 50 senior division.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
  - Airstream Ventures will work with Visit Sebring on creating this material to send out

Last year's State Championship brought 700 competitors from 33 states.

Marketing Plan:

- A first-class cornhole tournament experience that drives people to yourdestination
    - Average 300 competitors with more than 500 visitors, producing 400 room nights
- Marketing of your destination to cornhole participants and enthusiasts
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
    - :30 ad video commercial spots in the live broadcast of the event through YouTube/Facebook or ESPN
        - *Average broadcast is 25,000 views online, with potential for100,000 views depending on participants*
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

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?

   _____

1859 East Adams Street
Jacksonville, FL 32202

Airstream Ventures, LLC

Officers

Chief Executive Officer

Alan Verlander

alan@airstreamventures.com

(904)412-6070

Senior Director of Administration and Partnerships

Kenedy Talley Grayson

kenedy@airstreamventures.com

(904)568-0495

Director of Operations

Shane Mularkey

shane@airstreamventures.com

(716)604-5726

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.*

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
January 27, 2022 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:14 a.m. by Christine Hatfield.

Roll Call

Council Members Present:
Mark Stewart
Christine Hatfield
Vicki Pontius
Bill Brantley
Diane Rydecki
Commissioner Chris Campbell
Brittany McGuire

Council Members Absent:
John Story
Cynthia Garren

Also, Present:
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Secretary
Chantel Brutus, Legal Services
Alan Verlander and Kenedy Grayson, Airstream Ventures, LLC
Daniel Andrews, Heartland Triathlon, Inc.
Scott Turner, Minor League Golf, LLC
Allison Braunstein and Terry Moony, EVOK

Christine Hatfield and Karen Disalvo established that a quorum was present, and the meeting was properly noticed.

Christine Hatfield introduced Councilwoman Brittany McGuire to the council.

2. Acceptance of TDC Meeting Minutes of October 28, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of October 28, 2021. Mr. Stewart made a motion, seconded by Mr. Brantley to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending September 30, 2021, which makes a total up to date of $880,899. Not sure where the $880,899 number came from. Our revenues for year to date ending September 30, 2021 were $1,174,532, which was a record high. October 2021 collections were also a record high for the month of October at $116,328.

Ms. Disalvo advised Leads and information requests continue to rise.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt advised that Ms. Fletcher was unable to attend. Presentation of the award is postponed.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. The TDC has been approved from Grant income from the FL Sports Foundation totaling $47,598. Ms. Hartt noted that collections for October 2020 to September 2021 was $1,174,532, which was $100,000 higher than what was budgeted. Ms. Hartt recommended adding $100,000.00 to the 21-22 TDC budget. A motion to amend the budget was made by Ms. Pontius, seconded by Commissioner Campbell. Upon roll call the Council voted aye. The motion passed.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder of 2022 and into 2023. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event was to everyone in Highlands County. He went over new events that will impact 2022 and 2023.

C. Webiste & Search Update, EVOK Advertising

Ms. Braunstein and Mr. Moony provided a marketing presentation on the Visit Sebring website. They demonstrated the improvements they have made to make the website more user friendly and generate more traffic to the site.

6. Items for Voting

A. Heartland Triathlon (June 4-5, 2022). Sports Event Grant requesting $10,000

Mr. Turner from the Heartland Triathlon Inc. requested up to $10,000 for promotional items, MOT fees and out-of-county marketing for the Heartland Triathlon. The 2022 event will be June 3-5, 2022.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for up to $10,000 based solely on $20/verified room nights for promotional items and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Visit Sebring Classic (April 12-14, 2022). Years #2 (2022) & #3 (2023) New Event Grant requesting $13,000 /year.

Mr. Andrews from Minor League Golf, LLC, requested $13,000 for year #2 (2022), and $13,000 for year #3 (2023) for venue fees, event officials, and digital marketing outside Highlands County for the Visit Sebring Classic Golf Tournament. TDC's staff recommendation was $9,750 per year.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant for $9,750/year (2022 and 2023) for venue rental, event officials and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed. I would use exact motion.

C. Citrus Golf Trail Open (Nov. 29-Dec. 2, 2022). Years #2 (2022) & #3 (2023). New Event Grant requesting $16,000/year.

Mr. Turner from Minor League Golf, LLC, requested funding of $16,000/year, as a 3-year, New Event Grant with funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $16,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing, equipment rentals and Pro-Am reception for the Citrus Golf Trail Open. Upon roll call, all Council members voted aye. The motion passed.

D. ACL Cornhole Championship (May 13-15, 2022). New Event Grant requesting $24,500 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the ACL Cornhole Championship as a 3-year, New Event Grant with funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $24,500 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for ACL Cornhole Championship. Upon roll call, all Council members voted aye. The motion passed.

E. High School Lacrosse Tournament (May 14-15, 2022). New Event Grant requesting $30,000 year #1 (2022) and $20,000/year for years #2 (2023) and #3 (2024).

Mr. Verlander from Airstream Ventures requested grant funding for the High School Lacrosse Tournament (May 14-15) as a 3-year, New Event Grant with funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the High School Lacrosse Tournament. Upon roll call, all Council members voted aye. The motion passed.

F. Bono Bilt Youth Wrestling Showdown (June 17-19, 2022). Year #2 & #3 (2023) New Event Grant requesting $20,000/year

Mr. Verlander from Airstream Ventures requested funding for the Bono Bilt Youth Wrestling Tournament as a 3-year, New Event Grant with funding up to $20,000/year for year #2 (2022) and year #3 (2023) based on $10,000 base + $20/verified room night. Reimbursable grant funds are to be used for venue rental, officials, digital marketing platform, marketing, and web broadcast.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve funding up to $30,000 for year #1 (2022) based on $20,000 base + $20/verified room night, and $20,000/year for 2023 and 2024 based on $10,000 base + $20/verified room night, to be used for venue rental, officials, paid social media marketing, equipment rentals and Facebook livestream event coverage for the Bono Bilt Youth Wrestling Tournament. Upon roll call, all Council members voted aye. The motion passed.

G. GFNY Marathon date change request to Oct. 22, 2022

Ms. Fluhme was unable to attend the meeting, so Ms. Hartt advised the date change will have both GFNY marathon/cycling events on the same weekend. The change would be for this year only.

Ms. Pontius made a motion, seconded by Ms. Rydecki, to approve the date change of the GFNY Marathon to October 22, 2022. Upon roll call, all Council members voted aye. The motion passed.

H. AJGA grant contract amount change request to $16,000/year for 2022 and 2023

Mr. Rogers from American Junior Golf Association requested grant contract amount change from $13,000 to $16,000/year for 2022 and 2023 for the American Junior Golf Association.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the grant increase from $13,000 to $16,000 for 2022 and 2023. Upon roll call, all Council members voted aye. The motion passed.

I. New Description for Tourist Development Coordinator/Admin Position

Ms. Sauls requested the position of Administrative Secretary of the Tourist Development position be changed to Tourist Development Coordinator. The pay grade would go from 105 to 108.

Ms. Pontius made a motion, seconded by Mr. Stewart to approve the Tourist Development position be changed to Tourist Development Coordinator. Upon roll call, all Council members voted aye. The motion passed

7. Old Business/Discussion

A. Tourist Development Tax Letter

Ms. Sauls reported that tax letters were mailed on January 3, 2022 with one person contacting the TDC office with questions.

B. 2022 TDC Meetings April 28, August 11, October 27. TDC members approved these dates for future TDC meetings during 2022.
C. Volunteer Opportunities Ms. Hartt provided a list of volunteer opportunities with tourism-related events and asked TDC members to share with interested groups/individuals.

8. Public Input

9. Board Member Roundtable

Mr. Brantley advised the Board Members of his resignation as he is no longer an owner at Lakeshore Resort and no longer fulfills the requirements of his seat on the TDC.

10. Upcoming Meeting

A. Citrus Golf Trail Meeting on January 27, 2022 @ 10:45 AM at Sun 'N Lake Golf Club
B. Art & Culture Stakeholder Meeting on February 24 @ 10:00 AM at SFSC/Avon Park
C. TDC Board Meeting April 28, 2022 @ 8:15 AM, Government Center, Boardroom
D. Agritourism Forum: August or September 2022

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:29 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on July 5, 2022 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the Fall Prep Girls Lacrosse Showcase.

The Board of County Commissioners on October 4, 2022 at the regularly scheduled meeting approved the request of a change of date for the Fall Prep Lacrosse Showcase event, which was postponed due to Hurricane Ian.

On December 6, 2022 in the regularly scheduled meeting, the Board of County Commissioners were updated on a rescheduling of the event for December of 2022, but the event ultimately was cancelled.

On October 3, 2023 in the regularly scheduled meeting, the Board of County Commissioners approved a rescheduling of the event for October 7-8, 2023 and renaming to Fall Prep Lacrosse Showcase.

In efforts to streamline the post-event reimbursement process, the Airstream Ventures has requested payment for all of their existing contracts for TDC Event Grants be amended to issue the reimbursement payment from the County directly to the Event Organizer. For this contract, this would issue the reimbursement to Florida Prep Lacrosse/US Prep Lacrosse Events (TIN: 87-4102303) for the Fall Prep Lacrosse Showcase for the remainder of the contract's term, which ends in 2025.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 3 - Fall Prep Lacrosse Showcase Grant Contract.pdf
10-04-2022 - (Change Order 1 - Amend Fall Prep Girls to Fall Prep Boys Lacrosse Showcase Date).pdf
FPGLS Approved Contract.pdf
10-03-2023_-__Amendment_2_ SCAN.pdf

AMENDMENT 3 TO THE NEW EVENT/PROJECT GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 3 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") and Airstream Ventures, LLC., 3832-010 Baymeadows Rd. #101, Jacksonville, Florida 32217 (hereinafter referred to as the "CONTRACTOR"), and shall modify the terms and conditions of that Agreement between COUNTY and CONTRACTOR, dated July 5, 2022, as amended on October 4, 2022 and October 3, 2023 (hereinafter collectively referred to as the "Agreement").

WITNESSETH:

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONTRACTOR related to the Fall Prep Lacrosse Showcase, (hereinafter referred to as the "Event"), which was amended on October 4, 2022, to revise the event name and the dates of the event, and amended again on October 3, 2023 to revise the event name and the dates of the event; and

WHEREAS, COUNTY is responsible for issuing payment to the CONTRACTOR for reimbursement of eligible expenditures, pursuant and subject to the terms and conditions of the Agreement; and

WHEREAS, the CONTRACTOR has requested a certain revision to the Agreement with regard to compensation for the Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of and visitors to the COUNTY to once again amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. Subsection 1. of **COMPENSATION** is deleted and replaced as follows:

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Forty Thousand Dollars ($40,000.00) in year #1 (2023) for the Fall Prep Lacrosse Showcase with room verifications required; the COUNTY agrees to pay FLORIDA PREP LACROSSE/US PREP LACROSSE EVENTS (TIN: 87-4102303), as assignee of the CONTRACTOR of funds to be paid pursuant to this Agreement, in the amount of up to Thirty Thousand Dollars ($30,000.00) in year # 2 (2024), with room verifications required, and up to Thirty Thousand Dollars ($30,000.00) in year #3 (2025), with room verifications required, for the Fall Prep Lacrosse Showcase, 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. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect and to the extent of any conflict between the terms and conditions of this Amendment 3 and the original Agreement, or any modification thereof, this Amendment 3 shall prevail.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Verlander

Title: CEO

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, 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 V645-101-72-130-0 as identification, and who did/did not take an oath this 31 day of May, 2024.

(stamp)

_____
NOTARY PUBLIC

MAYA LYNN WISEMAN
Notary Public - State of Florida
Commission # HH 523758
My Comm. Expires May 2, 2028
Bonded through National Notary Assn.

8H

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

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

SUBJECT/TITLE: **Request approval of the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.**

STATEMENT OF ISSUE

The Tourist Development Council on April 28, 2022 at the regularly scheduled meeting recommended to award Airstream Ventures, LLC a New Event Grant of up to $40,000 in year #1 (2022) for the Fall Prep Girls Lacrosse Showcase to be held on September 17-18, 2022. Due to the lacrosse teams being impacted by increasing COVID cases and some teams being selected for an all-star, elite event on the same date, the event organizer has requested to change the event from girls to boys and the event date. The Change Order amends the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the event date from September 17-18, 2022 to October 15-16, 2022.

RECOMMENDED ACTION

Move to approve the proposed Change Order for the Fall Prep Lacrosse Showcase amending the event from the Fall Prep Girls Lacrosse Showcase to the Fall Prep Boys Lacrosse Showcase and the date of the event to October 15-16, 2022.

Attachments: Change Order 1 Fall Prep Lacrosse _ Airstream.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME:	AIRSTREAM VENTURES, LLC.
ADDRESS:	3832-010 BAYMEADOWS RD., JACKSONVILLE, FL 32217
EIN NO:	83-1228981

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and AIRSTREAM VENTURES, LLC., dated July 5, 2022, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with **Exhibit "A"** attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

Dated this 22 day of ~~October~~ September 2022.

AIRSTREAM VENTURES, LLC.

By: A. V
Print: Alan Verlander
Title: CEO

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of ——— as the CEO of AIRSTREAM VENTURES, LLC.,, who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced ——— as identification, and who did/did not take an oath this 22 day of September, 2022.

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

K. Grayson
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kathleen D. Rapp 10/04/2022
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

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: 2022: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2023: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: Fall Prep ~~Girls~~ Boys Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:
8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000
9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)

Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:

TBD

IV. Event Specific Information

1. Event name: Fall Prep ~~Girls~~ Boys Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: October 15-16, 2022
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
   In-state: 100

7. Projected number of attendees per day: 1000-1300

8. Projected number of media, staff, officials:
   Out of state: 6
   In-state: 15

9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. 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.) 2022: 1000 2023: 1000 2024: 1000

VII. 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*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

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)
Please see attached budget	
Visit Sebring/TDC Funding Request	$40,000
TOTAL INCOME ALL SOURCES	$50,500

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**
Please see attached budget	
TOTAL EVENT EXPENSES	$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$10,000
Officials/Trainers	$17,250
Marketing (paid social)	$3,250
Equipment Rentals	$5,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

- This application is being submitted at least four months (120 days) prior to the event start.
  Date of Event: October 15-16,2022
  Date of Application: September 13, 2022
- 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 December 17, 2022 (date 60 days after event ends).
- I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by September 20, 2022 (date one week after the application is submitted to and accepted by the Tourism Office)
- 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.
- I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.
- 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.
- 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.
- 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.
- 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.
- 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.
- The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

✓ 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)

✓ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

✓ Applicant's W-9 tax form is included with the application.

✓ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

✓ Applicant has included a detailed **Marketing Plan** for the Event.

✓ Applicant has included a sample **Attendee Survey** for the Event.

✓ 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).

✓ 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.

✓ 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.

✓ 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.

✓ 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: _____

Title: CEO *Date:* 9/15/22

Authorized Agent Signature: Alan Verlander

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 Lori Krinkey at the Highlands County Tourist Development Council (TDC) at LKrinkey@HighlandsFL.gov. or call (863) 402-6909.

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the commuinity.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • 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 • How will you quantify (numerically or descriptively) success? • 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 • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years 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 • 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 • How much time will be available to complete this SMART Objective? • 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:

Increase tourism and create a lasting event in Sebring.

Fall Prep Lacrosse Showcase Budget
October 15-16, 2022
Sebring, FL

Revenue		
Ticket Revenue	$	10,000.00
Concessions/Food Truck	$	500.00
TDC Grant	$	20,000.00
Room Rebate	$	20,000.00
TOTAL REVENUE	**$**	**50,500.00**
Expenses		
Venue Rental	$	10,000.00
Officials	$	11,500.00
Marketing	$	3,250.00
Equipment Rentals	$	5,000.00
Promotional Items	$	3,000.00
Apparel	$	1,500.00
Insurance	$	2,500.00
Trainers	$	5,750.00
Travel	$	2,000.00
Staffing	$	3,000.00
Signage	$	1,000.00
TOTAL EXPENSES	**$**	**48,500.00**
NET	**$**	**2,000.00**

Boys
Fall Prep ~~Girls~~ Lacrosse Showcase

Business Plan:

For the Fall Prep ~~Girls~~ Boys Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. "I'm looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that's what this team is all about."

West will help lead Crabs' efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida's best players the chance to learn from their peers and compete against the nation's best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
    - Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
    - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

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 Sebring Area/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.*

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: Alan Verlander

Date: 9/15/22

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 Drivers license (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) 9/19/21

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

8C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 5, 2022

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

SUBJECT/TITLE: **Request approval of Tourist Development New Event Grant in the amount of up to $40,000 in 2022, and up to $30,000 in 2023 and 2024 for the Fall Prep Girls Lacrosse Showcase.**

STATEMENT OF ISSUE

The Tourist Development Council on April 28, 2022, at the regularly scheduled meeting, recommended to award Airstream Ventures, LLC a New Event Grant of up to $40,000 in year #1 (2022), and up to $30,000 in years #2 (2023) and #3 (2024) for the Fall Prep Girls Lacrosse Showcase to cover eligible reimbursable costs approved under the TDC New Event Grant guidelines/application.

RECOMMENDED ACTION

Move to approve a Tourist Development New Event Grant in the amount of up to $40,000 in 2022, and up to $30,000 in year 2023 and 2024 for the Fall Prep Girls Lacrosse Showcase.

FISCAL IMPACT

The fiscal impact is up to $40,000 in fiscal year 2022 (which has been included in the FY21/22 Adopted Budget), and up to $30,000 in fiscal years 2023 and 2024 from Fund 152 (Tourist Development Trust) - Cost Center 5305 (Marketing and Promotion), Account 53400 (Contractual Services).

Attachments: Contract_Fall_Prep_Girls_Lacrosse_signed.pdf

HIGHLANDS COUNTY
NEW EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC
ADDRESS: 3832-010 BAYMEADOWS RD.,
#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 for the Fall Prep Girls Lacrosse Showcase 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 March 31, 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 Forty Thousand Dollars ($40,000) in year #1 (2022), and up to Thirty Thousand Dollars ($30,000) in years #2 (2023) and #3 (2024) for the Fall Prep Girls Lacrosse Showcase with room verifications required, 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, 2022.

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 14th day of June 2022.

Airstream Ventures, a Florida Limited Liability Company

By: _____
C. Alan Verlander, President

ATTEST:

By: _____
Kenedy Grayson, Secretary

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

Attachment A

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: 2022: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2023: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: Fall Prep Girls Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)

Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:

TBD

IV. Event Specific Information

1. Event name: Fall Prep Girls Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: September 17-18, 2022
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
   In-state: 100

7. Projected number of attendees per day: 1000-1300

8. Projected number of media, staff, officials:
   Out of state: 6
   In-state: 15

9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. 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.) 2022: 1000 2023: 1000 2024: 1000

VII. 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*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

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)
Please see attached budget	
Visit Sebring/TDC Funding Request	$40,000
TOTAL INCOME ALL SOURCES	$50,500

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**
Please see attached budget	
TOTAL EVENT EXPENSES	$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$10,000
Officials/Trainers	$17,250
Marketing (paid social)	$3,250
Equipment Rentals	$5,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

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: September 17-18, 2022
Date of Application: April 6, 2022

__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 November 17, 2022 (date 60 days after event ends).

__AV__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by April 15, 2022 (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: _____

Title: CEO *Date:* 4/6/2022

Authorized Agent Signature: Alan Verlander

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: Increase tourism in Downtown Sebring and create an economic impact in the commuinity.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • 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 • How will you quantify (numerically or descriptively) success? • 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 • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years 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 • 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 • How much time will be available to complete this SMART Objective? • 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:

Increase tourism and create a lasting event in Sebring.

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

Date: 4/6/22

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 _____ (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) 04/06/2022

My Commission expires (date) 6/20/2025

Signature of Notary

K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

High School Lacrosse Tournament Budget
September 17-18, 2022
Sebring, FL

Revenue		
Ticket Revenue	$	10,000.00
Concessions/Food Truck	$	500.00
TDC Grant	$	20,000.00
Room Rebate	$	20,000.00
TOTAL REVENUE	**$**	**50,500.00**
Expenses		
Venue Rental	$	10,000.00
Officials	$	11,500.00
Marketing	$	3,250.00
Equipment Rentals	$	5,000.00
Promotional Items	$	3,000.00
Apparel	$	1,500.00
Insurance	$	2,500.00
Trainers	$	5,750.00
Travel	$	2,000.00
Staffing	$	3,000.00
Signage	$	1,000.00
TOTAL EXPENSES	**$**	**48,500.00**
NET	**$**	**2,000.00**

Fall Prep Girls Lacrosse Showcase

Business Plan:

For the Fall Prep Girls Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. "I'm looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that's what this team is all about."

West will help lead Crabs' efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida's best players the chance to learn from their peers and compete against the nation's best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Highlands County
    - Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class lacrosse tournament experience that drives people to your destination
    - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

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 Sebring Area/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.*

8H
11E

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 2 between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on July 5, 2022 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the Fall Prep Girls Lacrosse Showcase.

The Board of County Commissioners on October 4, 2022 at the regularly scheduled meeting approved the request of a change of date for the Fall Prep Lacrosse Showcase event, which was postponed due to Hurricane Ian.

On December 6, 2022 in the regularly scheduled meeting, the Board of County Commissioners were updated on a rescheduling of the event for December of 2022, but the event ultimately was cancelled.

The event organizer has requested a rescheduling of the event for 2023 to October 7-8, 2023, and a removal the gender specification within the title of the event to allow for both boys and girls to participate, increasing the number of participants. With the rescheduled date, more teams are able to register for the event and more lacrosse industry professionals from around the nation are able to attend the event, bringing more recognition to the Highlands County Sports Complex as a Lacrosse event venue for sports tourism.

RECOMMENDED ACTION

Move to approve Amendment 2 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment2.Fall Prep Lacrosse Showcase w. Exhibit A-1.pdf

AMENDMENT 2 TO THE GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 2 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Airstream Ventures, LLC., 3832-010 Baymeadows Rd., Jacksonville, Florida 32217, hereinafter referred to as the "CONSULTANT".

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event/Project Grant, which was amended on October 4, 2022, to revise the event name and further amended through Amendment 1, on December 6, 2022 (hereinafter collectively referred to as "Agreement"); and

WHEREAS, the agreement is for the Fall Prep Lacrosse ("event"); and

WHEREAS, the CONSULTANT has requested certain additional revisions to its upcoming Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens, of and visitors to Highlands County to once again amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONSULTANT is amended as follows:

1. Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 3 and the Agreement, this Amendment 2 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 3 effective this 3rd day of October 2023.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Sally B Hood for
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: Alan Verlander
Alan Verlander (Oct 4, 2023 11:30 EDT)

Print: Alan Verlnader

Title: CEO

ATTEST:

By: Kendy Grayson

Exhibit "A-1"

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: $20,000 (grant) + $20,000 (1000 verified room nights)= $40,000
2024: $10,000 (grant)+ $20,000 (1000 verified room nights)= $30,000
2025: $10,000 (grant)+ $20,000 (1000 verified room nights)= $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: ~~Fall Prep Lacrosse Showcase~~ Fall Prep Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? No
   >If yes - list years and amounts:
8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000
9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

(Refer to page 7 - Eligible and Ineligible Uses of Funds)

II. **Details about Applicant:** (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:
TBD

IV. Event Specific Information

1. Event name: ~~Fall Prep Boys Lacrosse Showcase~~ Fall Prep Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: ~~October 15-16, 2022~~ ~~December 17th-18th, 2022~~ October 7-8, 2023
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
   In-state: 100
7. Projected number of attendees per day: 1000-1300
8. Projected number of media, staff, officials:
   Out of state: 6
   In-state: 15
9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. 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.) ~~2022~~: 1000 ~~2023~~: 1000 ~~2024~~: 1000
2023 2024 2025

VII. 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*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

VIII. Provide the previous year's event information, (if applicable):

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

F.VENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannol 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 f'om 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)
Please sec attached budget	
Visit SebringffDC Fundjng Request	$40,000
TOTALINCOME ALL SOURCES	$50,500

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 (Lentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if neccssaly.

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Please see attached budget	
TOTAL EVENT EXPENSES	$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$10,000
Officiatsrrrainers	$17,250
Marketing (paid social)	$3,250
Equipment Rentals	$5,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

- This application is being submitted at least four months (120 days) prior to the event start.
  Date of Event: ~~October 15-16,2022~~ December 17-18, 2022 October 7-8, 2023
  Date of Application: September 13, 2022
- 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 ~~December 17, 2022~~ (date 60 days after event ends).
  February 18, 2023 December 7, 2023
- I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by September 20, 2022 (date one week after the application is submitted to and accepted by the Tourism Office)
- 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.
- I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.
- 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.
- 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.
- 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.
- 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.
- 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.
- The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

---- 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)

Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

Applicant's W-9 tax form is included with the application.

Applicant has included a detailed Business Plan for the Event that outlines how the event can generate out-of-county visitors each year.

Applicant has included a detailed Marketing Plan for the Event.

Applicant has included a sample Attendee Survey for the Event.

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).

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.

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.

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.

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: _____

Title: CEO *Date:* 9/15/22

Authorized Agent Signature: Alan Verlander

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 defuled on SMART Objective Worksheet (0 points)

Additional Funding Sources/Budget

1. Specific additional funding sources defined on application & confirmed for fonding (JO points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

Out of County Advertising/Marketing Plan
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, hudget 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 poiuts

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 lacebook (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 (IO 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 fiJture 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 sw-vey planned (0 points)

IV. Quality of Proposed Event - Maximum of 25 points

Purpose: Tbe 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 Itnpacl- RecmTing event with increasing levels of participation and signjficant 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 lhe county OR a recurTing event with a declining level of participation, low economic impact lo the county, and no or vely little digital presence. (5 points)

Bonus Points

Up to IO 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 Lori Krinkey al the Highlands County Tourist Development Council (TDC) at **LKrinkey@HighlandsFL.gov.** or call (863) 402-6909.

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the community.

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • 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 • How will you quantify (numerically or descriptively) success? • 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 LOverify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Tom West has been connected to the Lacrosse community for years 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 • Is the goal aligned with the overall mission or strategy to increase economic activity in HighJands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • 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:

Increase tourism and create a lasting event in Sebring.

Fall Prep Lacrosse Showcase Budget

~~October 15-16, 2022~~ December 17-18, 2022 October 7-8, 2023

Sebring, FL

Revenue		
Ticket Revenue	$	10,000.00
Concessions/Food Truck	$	500.00
TDC Grant	$	20,000.00
Room Rebate	$	20,000.00
TOTAL REVENUE	$	**50,500.00**
Expenses		
Venue Rental	$	10,000.00
Officials	$	11,500.00
Marketing	$	3,250.00
Equipment Rentals	$	5,000.00
Promotional Items	$	3,000.00
Apparel	$	1,500.00
Insurance	$	2,500.00
Trainers	$	5,750.00
Travel	$	2,000.00
Staffing	$	3,000.00
Signage	$	1,000.00
TOTAL EXPENSES	$	**48,500.00**
NET	$	**2,000.00**

Boys
Fall Prep Cit's Lacrosse Showcase

Business Plan:

For tlle Fall Prep .= • Lacrosse Sl lowcase our team wl·ll ultl·lze our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Flolida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vetmont. He has a long history of building programs. He stalted both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vell1lont, West selved as an assistant coach at Nmwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. 'Tm looking forward to the opportunity with Florida Crabs to get some of these players in f'6nt of coaches who are from around the countly so they can see what a powerhouse Florida has become. All these Florida lacrosse players are goiug to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an oppoltunity to play college lacrosse somewhere - that's what this team is all about."

West will help Lead Crabs' efforts to grow !aerosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McCleman believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 thl·ougb 2025 this summer and fall, giving Florida's best players the chance to learn f'6m their peers and compete against the nation's best players.

Thi-ough Tom's extensive connections, we will be able to acquire teams f'6m all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the laerosse community and your locals. The pa1ticipants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing I+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

Our events are more than just one tournament - they are events designed to keep the paiticipants engaged throughout the day for an extended stay in your destination.

- Parlicipaots will receive illformation on where to stay and things to do in Highlands County
    - o Airstream Ventures will work with Visit Sebring on creating this material to send out

Marketing Plan:

- A first-class Lacrosse tournament experience that dTives people to your destination
    - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nmturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

Post-Event Recap and FoUow-Up

- Attendees will be sent a post-event recap to complete through Google Folms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do duiing 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.*

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: Alan Verlander

Date: 9/15/22

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 Drivers license (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) 9/19/21

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson

KENEDY GRAYSON
Notary Public, State Of Florida
Commission No. HH 143654
My Commission Expires: 6/20/2025

Revised per BCC's Request
- Removed Boys - 3rd Paragraph

AMENDMENT 2 TO THE GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 2 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Airstream Ventures, LLC., 3832-010 Baymeadows Rd., Jacksonville, Florida 32217, hereinafter referred to as the "CONSULTANT".

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event Project Grant, which was amended on October 4, 2022, to revise the event name and further amended through Amendment 1, on December 6, 2022 (hereinafter collectively referred to as "Agreement"); and

WHEREAS, the agreement is for the Fall Prep Boys Lacrosse ("Event")

WHEREAS, the CONSULTANT has requested certain additional revisions to its upcoming Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens, of and visitors to Highlands County to once again amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONSULTANT is amended as follows:

1. Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 3 and the Agreement, this Amendment 2 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 3 effective this 3rd day of October 2023.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: Alan Verlander

Print: Alan Verlander

Title: CEO

ATTEST:

By:

Exhibit "A-1"

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on August 1, 2023 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the USFA Softball Sebring Invitational and Pumpkin smash Tournaments.

In efforts to streamline the post-event reimbursement process, the Airstream Ventures has requested payment for all of their existing contracts for TDC Event Grants be amended to issue the reimbursement payment from the County directly to the Event Organizer. For this contract, this would issue the reimbursement to Kimberly Largin d/b/a USFA FL, LLC for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments for the remainder of the contract's term, which ends in 2025.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 1 - USFA Sebring Invitaitonal and Pumpkin Smash Tournaments.pdf
8-01-2023 - (ASV Grant Contract - USFA Sebring Invitational & Pumpkin Smash Softball Tournaments).pdf

AMENDMENT 1 TO THE SPECIAL EVENT/PROJECT GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") and Airstream Ventures, LLC., 3832-010 Baymeadows Rd. #101, Jacksonville, Florida 32217 (hereinafter referred to as the "CONTRACTOR"), and shall modify the terms and conditions of that Agreement between COUNTY and CONTRACTOR, dated August 1, 2023 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, on August 1, 2023, the COUNTY entered into the Agreement with the CONTRACTOR related to the USFA Softball Sebring Invitational and Pumpkin Smash Softball Tournaments, (hereinafter referred to as the "Event"); and

WHEREAS, COUNTY is responsible for issuing payment to the CONTRACTOR for reimbursement of eligible expenditures, pursuant and subject to the terms and conditions of the Agreement; and

WHEREAS, the CONTRACTOR has requested a certain revision to the Agreement with regard to compensation for the Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of and visitors to the COUNTY to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. Subsection 1. of **COMPENSATION** is deleted and replaced as follows:

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Twenty Thousand Dollars ($20,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournament in 2023, that being a base pay of Fifteen Thousand Dollars ($15,000.00) with Five Thousand Dollars ($5,000.00) based upon room night verification; the COUNTY agrees to pay Kimberly Largin d/b/a USFA FL LLC (TIN: 87-2972708), as assignee of the CONTRACTOR of funds to be paid pursuant to this Agreement, in the amount of up to Fifteen Thousand Dollars ($15,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments in 2024, that being a base pay of Ten Thousand Dollars ($10,000.00) with Five Thousand Dollars ($5,000.00) based upon room night verification; and in the amount of up to Fifteen Thousand Dollars ($15,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments in 2025, that being

a base pay of Ten Thousand Dollars ($10,000.00) with Five Thousand Dollars ($5,000.00) 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. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect and to the extent of any conflict between the terms and conditions of this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: _____

Print: Allan Vanlandingham

Title: CEO

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, 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 FL DL V145-101-72-130 as identification, and who did/did not take an oath this 31 day of May, 2024.

(stamp)

MAYA LYNN WISEMAN
Notary Public - State of Florida
Commission # HH 523758
My Comm. Expires May 2, 2028
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

8b

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 1, 2023

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

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Grant for the USFA Sebring Invitational and Pumpkin Smash Softball Tournaments.**

STATEMENT OF ISSUE

The Tourist Development Council, at the special meeting on June 8, 2023, recommended reimbursing Airstream Ventures, LLC. for up to $20,000.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) for the USFA Sebring Invitational and Pumpkin Smash Softball Tournaments. This grant will be to cover eligible costs associated with umpires, sanction fees, venue rental, marketing, event staffing, and approved reimbursable items under the New Event Grant guidelines for the USFA Sebring Invitational and Pumpkin Smash Softball Tournaments.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for the USFA Sebring Invitational and Pumpkin Smash Softball Tournaments.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The USFA Sebring Invitational and Pumpkin Smash Softball Tournaments is eligible for $20,000.00 for Year #1 (2023), $15,000.00 for Year #2 (2024), and $15,000.00 for Year #3 (2025) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).

Attachments: USFA New Event Grant Contract.ASV signed.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 December 14th, 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 Twenty Thousand Dollars ($20,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments in 2023, that being a base pay of Fifteen Thousand Dollars ($15,000.00) with Five Thousand Dollars ($5,000.00) based upon room night verification; and in the amount of up to Fifteen Thousand Dollars ($15,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments in 2024, that being a base pay of Ten Thousand Dollars ($10,000.00) with Five Thousand Dollars ($5,000.00) based upon room night verification; and in the amount of up to Fifteen Thousand Dollars ($15,000.00) for the USFA Softball Sebring Invitational and Pumpkin Smash Tournaments in 2025, that being a base pay of Ten Thousand Dollars ($10,000.00) with Five Thousand Dollars ($5,000.00) 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 13th day of July 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 13 day of July, 2023.

(stamp)

K. Grayson
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

Date: August 01, 2023

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

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: TDC Grant- $15,000 Hotel Room Verification $5,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: August Event Sebring Invitational; October Event Pumpkin Smash
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 1859 East Adams Street, Jax, FL 32202
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Kim Largin
   Title: USFA Florida State Director
   Address if different from above:
   Cell phone: 352-255-7806
   Email: kim.largin@usfastpitch.com
7. Has Event ever received funding from the TDC? No
   >If yes – list years and amounts:
8. Amount Applicant is requesting for the Event/Project: $20,000 (Grant $15,000- Hotel Verification $5,000)
9. Intended use of funds: Umpires, venue rental, sanction fee, awards (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)
Host youth softball tournaments for girls ages 8-18 throughout the state of Florida

II. Schedule of Event:
August 19-20, 2023 Event Sebring Invitational
October 14-15, 2023 Event Pumpkin Smash

IV. Event Specific Information

1. Event name:August 19-20, 2023 Event Sebring Invitational
   October 14-15, 2023 Event Pumpkin Smash
2. Type of event: Youth Softball Tournament
3. Dates of Event: August 19-20, 2023 Event Sebring Invitational
   October 14-15, 2023 Event Pumpkin Smash
4. Location of Event: Sports Complex
5. Number of days: Each event is 2 days Hours: 24 hours
6. Projected number of out of town participants:
   Out of state: 0
   In-state: 400

7. Projected number of attendees per day: 800

8. Projected number of media, staff, officials:
   Out of state: 0
   In-state: 50

9. Event/Project promoter (if other than Applicant):
   Name of promoter: US Fast Pitch Softball
   Company name: USFA
   Contact name: Kim Largin
   Address: NA
   Phone: 352-255-7806
   Email: kim.largin@usfastpitch.com
   Website: https://usfastpitch.com/

V. Event Admission Price (if applicable) No gate fee. Only a team entry fee

VI. 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.) 250

VII. 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*). 800

VIII. Provide the previous year's event information, (if applicable): This is the first year this event has been in Highlands County

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)
Entry Fees	$12,600
TDC Grant	$15,000
Hotel Rebate	$5,000
Visit Sebring/TDC Funding Request	$20,000
TOTAL INCOME ALL SOURCES	$32,600

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**
Hotels	$1,000
Umpires	$12,000
Awards	$4,000
Sanction Fee	$500
Rental Fee	$5,000
Portalets	$4,000
Event Staffing	$2,000
Marketing	$1,500
	$
TOTAL EVENT EXPENSES	$30,000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Umpires	$12,000
Sanction Fee	$500
Rental Fee	$5,000
Marketing	$1,500
Event Staffing	$2,000
TOTAL TDC EXPENSES	$21,000

The United States Fastpitch Association (USFA) is a multi-state youth girls fastpitch softball organization. We sponsor events in 18 states for players ages 8 to 18. For the last 25 years, our season has concluded with the USFA World Series in Panama City Beach, Fla. Our World Series annually brings in over 400 teams from more than 20 states during the two-week event.

Our organization, USFA Florida, has been sponsoring events in Florida since 2015. We have grown exponentially year-to-year and currently operate close to 40 events each year in Central Florida (Tampa, Polk County, Bradenton, Lake City, Sebring) and North Florida (Panama City Beach, Tallahassee, Pensacola, Perry) and other locations. Each one of our weekend events average approximately 25 teams with an economic impact of 425 adults each weekend. Many of our events bring in 50-plus teams for a single weekend with double the impact. Our economic impact annually for Polk County alone, where we play twice a month, is several million dollars.

Our events are always two days -- meaning our teams stay in hotels, buy gas, Gatorade and snacks at the convenience and grocery stores, eat at local restaurants, etc.

I remember attending softball events in Sebring through the years when my daughter (now 27) was playing. We were always impressed with the facilities, restaurants and lodging options. Now it is our opportunity to introduce a new generation of softball teams to the many great things Sebring has to offer.

More than 400 teams are sanctioned and play with USFA each year in Florida. We reach out to these teams every week via direct contact through emails and texts, as well as running ads twice per week on Facebook and numerous youth softball pages on Facebook. We also operate the Facebook page Central Florida Fastpitch teams, a site with 7,700 current members!

We design a flyer for every event we sponsor. These flyers are shared via Facebook, email and text to every one of the over 400 sanctioned teams each week. We also announce our schedule for the fall season in June, and begin marketing all of the events at that time. As the Sebring events draw closer, we will increase the number of outreach efforts.

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 Sebring Area/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. In your opinion, how could Highlands County improve tourism services and/or offerings?

   _____

6. Would you visit Highlands County again?

   _____

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: August 19-20, 2023
Date of Application: June 1, 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 October 19, 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 June 7, 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.

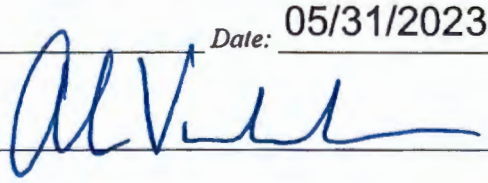
AV _____ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

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:* 05/31/2023

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 • What do I want to accomplish with this event? Why? • 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 • How will you quantify (numerically or descriptively) success? • 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 • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • 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 • How much time will be available to complete this SMART Objective? • 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:

Increase tourism and create a lasting event in Sebring.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of Amendment 1 between Highlands County and Airstream Ventures, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on May 16, 2023 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the USA Lacrosse Hall of Fame/All American Festival.

In efforts to streamline the post-event reimbursement process, the Airstream Ventures has requested payment for all of their existing contracts for TDC Event Grants be amended to issue the reimbursement payment from the County directly to the Event Organizer. For this contract, this would issue the reimbursement to Florida Prep Lacrosse/US Prep Lacrosse (TIN: 87-4102303) for the USA Lacrosse Florida Hall of Fame/All American Festival for the remainder of the contract's term, which ends in 2025.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 1 - USA Lacrosse Hall of Fame_All American Festival Grant.pdf
5-16-2023 - (Airstream Ventures LLC Grant Contract - USA Lacrosse Florida Hall of Fame & All-American Festival).pdf

AMENDMENT 1 TO THE SPECIAL EVENT/PROJECT GRANT CONTRACT BETWEEN HIGHLANDS COUNTY, FLORIDA AND AIRSTREAM VENTURES, LLC.

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") and Airstream Ventures, LLC., 3832-010 Baymeadows Rd. #101, Jacksonville, Florida 32217 (hereinafter referred to as the "CONTRACTOR"), and shall modify the terms and conditions of that Agreement between COUNTY and CONTRACTOR, dated May 16, 2023 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, on May 16, 2023, the COUNTY entered into the Agreement with the CONTRACTOR related to the USA Lacrosse Florida Hall of Fame/All American Festival, (hereinafter referred to as the "Event"); and

WHEREAS, COUNTY is responsible for issuing payment to the CONTRACTOR for reimbursement of eligible expenditures, pursuant and subject to the terms and conditions of the Agreement; and

WHEREAS, the CONTRACTOR has requested a certain revision to the Agreement with regard to compensation for the Event; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of and visitors to the COUNTY to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. Subsection 1. of **COMPENSATION** is deleted and replaced as follows:

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 the COUNTY agrees to pay FLORIDA PREP LACROSSE/US PREP LACROSSE EVENTS (TIN: 87-4102303), as assignee of the CONTRACTOR of funds to be paid pursuant to this Agreement, in the amount of up to Twenty Thousand Dollars ($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. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect and to the extent of any conflict between the terms and conditions of this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AIRSTREAM VENTURES, LLC.

By: _____

Print: Alan Vecland-

Title: CEO

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, 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 FL645-101-72-130-0 as identification, and who did/did not take an oath this 31 day of May, 2024.

(stamp)

_____
NOTARY PUBLIC

MAYA LYNN WISEMAN
Notary Public - State of Florida
Commission # HH 523758
My Comm. Expires May 2, 2028
Bonded through National Notary Assn.

8.I

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 16, 2023

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

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)

K. Grayson
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

Date: May 16, 2023

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

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:
2. Name of Event:
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.

10

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:
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.

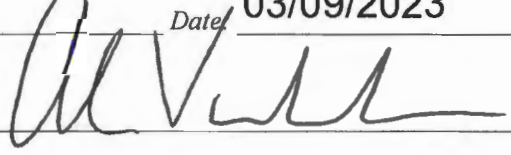
AV _____ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

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)

Additional Funding Sources/Budget

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)

Out of County Advertising/Marketing Plan
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 • What do I want to accomplish with this event? Why? • 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 • How will you quantify (numerically or descriptively) success? • 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 • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • 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 • 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 • How much time will be available to complete this SMART Objective? • 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: Jun 18, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval to expend State Forfeiture Funds from the Special Law Enforcement Trust Fund**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to make a donation to the Florida Sheriff's Youth Ranches, Inc (FSYR). This $500 donation is being made on behalf of the Highlands Count Sheriff's Office to be used towards the efforts of the Lake Placid Moose Lodge. The Lake Placid Moose Lodge is having a fund-raising concert on June 1, 2024 to benefit FSYR and will be paid from the Special Law Enforcement Trust Fund in accordance with Fl Statute 932.7055(5)(c).

RECOMMENDED ACTION

Move to approve the expenditure of State Forfeiture Funds from the Special Law Enforcement Trust Fund.

FISCAL IMPACT

This contribution will be funded through Fund 170 (Special Law Enforcement Trust), cost center 3107 (Confiscated Property - State) in the amount of $500.00.

Attachments: Fund_170_SheriffsYouthRanch_Letter.pdf
Fund_170_RqstExpFnds_SheriffsYouthRanch.pdf

Highlands County Sheriff's Office
Sheriff Paul Blackman
400 South Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

May 22, 2024

Florida Sheriff's Youth Ranch
PO BOX 2000
Boys Ranch, Florida 32064

To Michael Kiel:

This $500 donation is being made on behalf of the Highlands Count Sheriff's Office to be used towards the efforts of the Lake Placid Moose Lodge. The Lake Placid Moose Lodge is having a fund raising concert on June 1, 2024 to benefit FSYR.

Sincerely,

Paul Blackman
Sheriff

Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)__X__ State Forfeiture Monies under cost Center 3107 Amount requested up to: **$**_____500.00_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.



Paul Blackman, in his official capacity as Sheriff for Highlands County, Florida

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City:_____State:_____Zip Code:_____
Contact Person:_____
Telephone:_____Fax:_____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)_____State Forfeiture Monies under Cost Center 3107 Amount requested up to: $_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature:_____ _____
Agency or Organization Representative *Date*

For HCSO Use Only

Approved by:_____ _____
Sheriff or Designee *Date*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of a Sport Event Tourist Development Grant for the 2024 Youth Baseball Division II State Tournament per the recommendation of the Tourist Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting on April 25, 2024, recommended reimbursing Avon Park Baseball, Inc. for up to $5,000.00 for 2024 Dixie Youth Baseball Division II State Tournament taking place in Highlands County on June 29 - July 2, 2024. This grant will reimburse eligible costs associated with hosting fees and approved reimbursable items under the Sport Event Grant guidelines for the Dixie Youth Baseball Division II State Tournament.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for the 2024 Dixie Youth Baseball Division II State Tournament per the recommendation of the Tourist 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 FY23-24. The Dixie Youth Baseball Division II State Tournament is eligible for $5,000.00 from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).

Attachments: Grant Contract - 2024 Dixie Youth Division II Baseball Tournaments_APB signed.pdf
Attachment A - 2024 Dixie Youth Division II Baseball Tournaments Grant Application.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	AVON PARK BASEBALL, INC.
ADDRESS:	PO BOX 1907
	AVON PARK, FL 33826
FEI NO:	59-2178371

Highlands County, a political subdivision of the State of Florida (hereinafter referred to as "the COUNTY"), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for the 2024 Dixie Youth Division II Baseball Tournaments 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 September 30, 2024.

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 Five Thousand Dollars ($5,000.00) for the 2024 Dixie Youth Division II Baseball Tournaments with room verifications required, 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 the COUNTY 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 the COUNTY's fiscal year ending September 30, 2024. This Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the funding as set forth herein. The COUNTY shall provide notice to the CONTRACTOR if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

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 the COUNTY's 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
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
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 10th day of June 2024.

Avon Park Baseball, Inc. a not-for-profit organization.

By: _____
Mortimer Jackson, PRES

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Mortimer Jackson III, as President, of A.P. Baseball, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 10th day of June, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

MILDRED M FUENTES-CARABALLO
Notary Public - State of Florida
Commission # HH 416440
My Comm. Expires Sep 11, 2027
Bonded through National Notary Assn.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, 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 should 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

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/Project.** The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 5,000.00

I. General Information

1. Name of Applicant: Avon Park Baseball Inc.
2. Name of Event: 2024 Division 2 Dixie Youth AAA 30Zone State Tournament
3. Contact person: Mort Jackson III
4. Contact person e-mail: mort0103@icloud.com
5. Complete address of Applicant: P.O. Box 1907 Avon Park, FL 33826
   Cell phone: (863) 443-4443
6. Applicant's Chief Official/Tournament Director:
   Title: President
   Address if different from above: Mort Jackson III
   Cell phone: Same
   Email: Same
7. Has Event ever received funding from the TDC? (Yes) No
   a. If yes – list years and amounts: 2023 $3,000

8. Amount Applicant is requesting for the Event/Project: $ 5,000.00
9. Intended use of funds *(Refer to page 7 – Eligible and Ineligible Uses of Funds)*:
   Hosting Fees

II. Details about Applicant (describe your business or organization):

Non-Profit Youth Baseball

III. Schedule of Event/Project: June 29th - July 2nd

IV. Event/Project Specific Information

1. Event/Project name: 2024 Division 2 DYB AAA & OZONE State Tournament.
2. Type of event or project: Baseball Tournament
3. Dates of Event/Project: June 29 - July 2nd
4. Location of Event/Project: Durrah Martin Complex
5. Number of days: 5 Hours:

6. Projected number of participants, coaches, officials:
   Overnight, out of state: 0 Overnight, in-state: 240 Day Trip:
7. Projected number of spectators per day:
   Overnight, out of state: 0 Overnight, in-state: 600 Day Trip:
8. Projected number of media, staff, officials:
   Overnight, out of state: 1 Overnight, in-state: 15 Day Trip:
9. Event/Project promoter (if other than Applicant):
   Name of promoter: N/A
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

10. Is this an elimination tournament (circle one) Yes or No

11. Admission Price (if applicable): $10 per day or $30 tournament pass (10U Free)

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to 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.)* **Number of Room Nights:** 250

13. How will you verify room nights? Every hotel will be contacted and asked to track rooms. We will also ask participants at check in to the Tou

14. Provide the previous year's event information, (if applicable):

Previous Event or Project: 2023 D-2 DYB AAA & OZONE State Tournament
Date: June 30th 2023
Location: Durrah Martin Complex
Total Room Nights: 210
Contact Name/Phone: (863) 443-4443
Funding amount awarded: $3,000
Economic Impact:

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)
GATE FEES	$ 4,200.00
CONCESSION	$ 3,500.00
MEMORABILIA	$ 2,150.00
Visit Sebring/TDC Funding Request	$ 5,000.00
TOTAL INCOME ALL SOURCES	$ 14,850.00

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 Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Admission Armbands	$ 300.00
Concession Supplies	$ 5,000.00
Hosting Fees	$ 5,000.00
Shirts	$ 250.00
Trophies	$ 1,500.00
Facility Prep	$ 750.00
Programs	$ 250.00
Field Dry	$ 500.00
Chalk	$ 200.00
Baseballs	$ 1,500.00
	$
TOTAL EVENT EXPENSES	$ 15,450.00
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Hosting Fees	$5,000
TOTAL TDC EXPENSES	$

2024 D-2 AAA & OZONE Tournaments Combined

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany grant application.

Initials

_____ This application is being submitted at least four months (120 days) prior to the event start.

Date of Event: June 29th - July 2nd
Date of Application: March 7th

_____ 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 Sep 3rd, 2024 (date 60 days after event ends).

_____ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by May 4th 2024. (date one week after the application is submitted to and accepted by the Tourism Office)

_____ 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, VisitSebring.com. I will also use the #VisitSebring hashtag on at least one event social media post.

_____ I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.

_____ 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.

_____ 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.

_____ 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.

_____ I understand 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.

I understand 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.

I agree that the funds I receive will ONLY be used in accordance with the eligible and ineligible uses of funds. (pages 3-4)

I understand that I am required to submit a **Room Night Certification Form** from each participating hotel in order to track the number of hotel room nights the Event produces in order to receive funding. (page 8)

I have reviewed the **Highlands County Special Event Permit Flow Chart** and will proceed with any required county permits. (Contact: Rachel Barry; (863) 402-6638)

I have included a list of my business/organization's current Officers and/or Board members (if applicable) with the application.

I will provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Highlands County Tourism Office" as additionally insured no later than 15 days before the event begins. If required, I will also provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Florida Sports Foundation" as additionally insured no later than 15 days before the event begins.

I have included a detailed **Marketing Plan** for the Event.

I have included a sample **Visitor/Attendee Survey** for the Event, and will submit survey results to the Visit Sebring office no later than 60 days after the event takes place.

As an authorized representative of Applicant, I (the person submitting this application) acknowledge that I am also the person required to execute the contract and prepare the **Post-Event Report** (page 9-10) 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).

I also acknowledge that I am required to submit documentation that confirms my authority to act on behalf of the Applying Organization, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists me (the person submitting the Application) as an officer who has statutory authority to represent and bind the Applying Organization.

I acknowledge that any material made or received by Highlands County in connection with my 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. I acknowledge that I cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

I understand that as a requirement to receiving funding, I will execute a release to permit Highlands County to photo and/or record the Event and I must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

I understand 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.

I understand that this event may require a Highlands County Special Event Permit, and it is up to me to complete that permit request and pay the required permit fee.

Authorized Agent: Mark Jackson III

Title: President *Date:* 3/7/24

Authorized Agent Signature:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 18, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request acceptance of the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that are required.**

STATEMENT OF ISSUE

Every year the County is allocated (through FDLE) a US Department of Justice grant known as the JAG-C. This grant is allocated to the three law enforcement agencies in Highlands County based upon population served. The grant allocation for FY24-25 is $66,064. The first step in applying for this grant requires the Chair of the County Commissioners to sign a "Certificate of Participation" (COP) which agrees to the process and assigns a grant manager to coordinate the process of applying for this grant.

We respectfully request Chairperson Roberts' signature that is required for the Certificate of Participation that has a deadline to be submitted of June 28th.

After FDLE receives the COP, the assigned point of contact (POC) will be given access to the website to begin the application process and coordinate with the Sheriff: Sebring PD and Lake Placid PD to finalize the application. This will require the Board, and each municipality to sign what is known as a 51 % letter. The City and Town have been sent their letters for signature. In order to save time this letter has been included as well. This letter needs to be put on Board letterhead and signed by Chairperson Roberts. The deadline for this letter is July 31st.

RECOMMENDED ACTION

Move to accept the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that are required.

FISCAL IMPACT

There will be no fiscal impact as these funds are anticipated and set up during the budgetary process. Any required match is covered within the Sheriff's, the City's, and the Town's budgets.

Attachments: JAGC 23 COP Letter.pdf
JAGC 51% Letter Highlands County Board of County Commissioners.pdf
JAGC-Allocations FY2023.pdf

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Highlands County Board of Commissioners ✓ Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY23 JAG Countywide** subawards:

Name:	Angela M. Bollinger	Agency:	Highlands County Sheriff's Office
Title:	Budget Manager	Address:	400 S. Eucalyptus Street
Email:	abollinger@highlandssheriff.org	City:	Sebring
Phone:	863-402-7215	Zip:	33870

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
Kevin J. Roberts Board of County Commissioners

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

June 18, 2024

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida *Rule* 11D-9, F.A.C., the Highlands County Board of County Commissioners approves the distribution of $66,064 of Federal Fiscal Year 2023 Edward Byrne Memorial JAG Program funds for the following projects in Highlands County:

Subgrantee/Implementing Agency	Purpose or Title	Allocation Amount
Highlands County BOCC	Law Enforcement Equipment	$ 66,064

Sincerely,

Kevin Roberts, Chair
Highlands County Board of County Commissioners

FY2023 JAG Countywide (JAGC) Allocations

County	Allocation	County	Allocation
Alachua	$105,730	Lake	$107,450
Baker	$31,841	Lee	$204,223
Bay	$98,708	Leon	$119,985
Bradford	$48,339	Levy	$42,725
Brevard	$165,078	Liberty	$48,456
Broward	$432,599	Madison	$60,176
Calhoun	$40,408	Manatee	$131,275
Charlotte	$73,307	Marion	$114,686
Citrus	$63,454	Martin	$75,991
Clay	$63,591	Monroe	$74,431
Collier	$150,659	Nassau	$56,091
Columbia	$130,165	Okaloosa	$82,621
Dade	$648,300	Okeechobee	$97,780
Desoto	$50,851	Orange	$344,174
Dixie	$52,495	Osceola	$111,820
Duval	$275,276	Palm Beach	$348,087
Escambia	$132,109	Pasco	$163,116
Flagler	$52,901	Pinellas	$270,837
Franklin	$42,490	Polk	$199,599
Gadsden	$46,879	Putnam	$89,624
Gilchrist	$31,686	Santa Rosa	$113,699
Glades	$67,462	Sarasota	$126,824
Gulf	$55,521	Seminole	$142,758
Hamilton	$71,917	St. Johns	$77,658
Hardee	$49,412	St. Lucie	$102,125
Hendry	$74,068	Sumter	$58,307
Hernando	$64,081	Suwannee	$47,419
Highlands	$66,064	Taylor	$49,763
Hillsborough	$345,441	Union	$32,229
Holmes	$37,768	Volusia	$159,507
Indian River	$69,111	Wakulla	$32,798
Jackson	$38,194	Walton	$43,878
Jefferson	$44,331	Washington	$41,746
Lafayette	$42,178	**Total**	**$7,534,272**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 18, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-132 for Budget Amendment 23-24-121 for Project 23087 E911 Cybersecurity Special Disbursement.**

STATEMENT OF ISSUE

Attached is the letter from the Florida Emergency Communications Board allocating $100,000.00 for Highlands County to enhance their E911 cybersecurity capabilities as they transition to next generation, IP-based 911 systems along with the associated Resolution and Budget Amendment to set up Project 23087 in the amount of $100,000.00.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-132 for Budget Amendment 23-24-121 to set up Project 23087 - E911 Cybersecurity Special Disbursement.

FISCAL IMPACT

The fiscal impact is an increase to Fund 122 (E911) and the overall budget in the amount of $100,000.00 and is being appropriated in cost center 3998 (E911 Program), account 53100Z (Project Professional Services), Project 23087 (E911 Cybersecurity Special Disbursement).

Attachments: 23-24-121 Project 23087 Cybersecurity Spc Disbursement (BA).pdf
23-24-121R Project 23087 E911 Cybersecurity Spc Disbursement (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
June 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/5/2024** SUBMITTED BY: **Sheriff**

FUND(S): **122** FUND TITLE(S): **E911 Opreations** COST CENTER(S) #: **3998**

PROJECT(S) #: **23087** PROJECT TITLE(S): **E911 Cybersecurity Spc Disbursement** COST CENTER TITLE(S): **E911 Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	122		3342160Z	Project E911 Special Disbursement	23087	0.00	100,000.00		100,000.00
E	122	3998	53100Z	Project Professional Services	23087	0.00	100,000.00		100,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up Project 23087 for the Special Disbursement for E911 Cybersecurity allocated to Highlands County.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-121**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-132

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-121 TO THE E911 OPERATIONS 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 E911 Operations Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-121 is hereby approved and authorized to set up and appropriate the special disbursement to Highlands County for E911 Cybersecurity, Project #23087 E911 Cybersecurity Spc Disbursement for a fiscal impact of an increase in the amount of $100,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of June 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Corey Amundsen, Emergency Manager**

SUBJECT/TITLE: **Request approval of Resolution 23-24-131 for Budget Amendment 23-24-120 for Project 23085 EOC Steel Warehouse.**

STATEMENT OF ISSUE

To construct a 40' x 100' EOC Warehouse Bldg. to secure and move EOC trailers, portable generators and miscellaneous equipment out of the elements to prolong the asset's life. In addition, a portion of the building will be climate controlled to store bottled water and other supplies for use during an emergency.

RECOMMENDED ACTION

Move to approve Resolution 23-24-131 for Budget Amendment 23-24-120 for Project 23085 EOC Steel Warehouse.

FISCAL IMPACT

The fiscal impact is a transfer of funds in Fund 151 (Local Govt Infrastructure Surtax) from Project 21032 County Facility improvements set-a-side to Project 23085 EOC Warehouse Bldg. in the amount of $250,000

Attachments: 23-24-120R Project 23085 EOC Steel Warehouse (Resolution).pdf
23-24-120 Project 23085 EOC Steel Warehouse (BA).pdf

RESOLUTION NO. 23-24-131

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-120 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX; 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 Local Govt Infrastructure Surtax.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-120 is hereby approved and authorized to transfer funding from Project 21032 County Facility Improvements to construct a Steel Warehouse (Project #23085) for FY23/24. The fiscal impact is an increase in the amount of $250,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
June 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/5/2024** SUBMITTED BY: **Corey Amundsen**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **3991A**

PROJECT(S) #: **23085** PROJECT TITLE(S): **EOC Warehouse Bldg** COST CENTER TITLE(S): **Emergency Management**

*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 Bal Forward	21032	1,095,529.11		250,000.00	845,529.11
E	151	2672A	56300Z	Project Improvements	21032	1,379,529.11		250,000.00	1,129,529.11
R	151		3999100Z	Project Fd Bal Forward	23085	0.00	250,000.00		250,000.00
E	151	3991A	56200Z	Project Buildings	23085	0.00	250,000.00		250,000.00
									0.00
									0.00
									0.00

REASON: **To transfer funds from Project 21032 County Facility Improvements set-a-side to Project 23085 EOC Warehouse Bldg to construct a 40' x 100' structure.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # 23-24-120

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

____ ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Corey Amundsen, Emergency Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-130 for Budget Amendment 23-24-119 for Project 23055 Hurricane Irma PAAP DAC.**

STATEMENT OF ISSUE

These funds are from Hurricane Irma administrative costs that allow our department to spend funds on equipment and training for emergency management.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-130 for Budget Amendment 23-24-119 for Project 23055 Hurricane Irma PAAP DAC.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the over budget is increasing for FY23-24. This budget amendment is recognizing additional revenue in the amount of $471,456.44 for cost center 3991 (Emergency Management), project 23055 (Hurricane Irma PAAP DAC).

Attachments: 23-24-119R Proj 23055 Hurricane Irma PAAP DAC (Resolution).pdf
23-24-119 Proj 23055 Hurricane Irma PAAP DAC (BA).pdf

RESOLUTION NO. 23-24-130

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-119 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-119 is hereby approved and authorized to appropriate State/Federal Grant awarded funding for Hurricane Irma PAAP DAC project #23055 for FY23/24. The fiscal impact is an increase in the amount of $471,456.44.

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 June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
June 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/5/2024** SUBMITTED BY: **Corey Amundsen**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991**

PROJECT(S) #: **23055** PROJECT TITLE(S): **Hurricane Irma PAAP DAC** COST CENTER TITLE(S): **Emergency Management**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3345100Z	Disaster Relief State Fem	23055	0.00	23,572.82		23,572.82
R	005		3999100Z	Project Fd Bal Forward	23055	0.00	23,572.82		23,572.82
R	005		3315500Z	Disaster Relief Fema-Proj	23055	0.00	424,310.80		424,310.80
E	005	3991	55403Z	Education & Training	23055	0.00	42,535.00		42,535.00
E	005	3991	55200Z	Operating Supplies	23055	0.00	4,200.65		4,200.65
E	005	3991	56400Z	Machinery & Equipment	23055	0.00	424,720.79		424,720.79
									0.00

REASON: **To appropriate excess funds for Hurricane Irma from FEMA.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **23-24-119**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

____ ITEM TO ITEM

XX RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Joseph L. DeFronzo, P.E., Asst. County Engineer - Transportation**
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the School Board of Highlands County for cost sharing related to the construction of turn lane and school zone improvements on CR 29.**

STATEMENT OF ISSUE

The proposed Interlocal Agreement between Highlands County and the School Board of Highlands County is for cost sharing related to the addition of turn lanes within the right-of-way along CR 29 at Lake Country Elementary and S. Sun 'N Lakes Boulevard and relocating the existing School Speed Zone signing and pavement markings. The work will be completed in-house by the Road and Bridge and Traffic Operations staff starting in July 2024. Engineering, Sheriff's Office, and School Board staff discussed the proposed improvements and are in agreement with a cost sharing plan as outlined in the Interlocal Agreement. The total cost of the improvements is estimated to be $66,606.42. The School Board has agreed to pay an initial amount of $40,000.00 and the County's portion will be $26,606.42. Any amount over the estimated total will be paid by the School Board. The improvements are anticipated to be completed within 30 days or prior to classes starting on August 12, 2024.

The County Attorney and the School Board Attorney have reviewed and approved the Interlocal Agreement. Joseph DeFronzo, P.E. is the project manager for this project.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the School Board of Highlands County for the construction of turn lane and school zone improvements on CR 29.

FISCAL IMPACT

There is no Fiscal Impact.

Attachments: CR 29 Improvements - Lake Country Elementary_Estimated Cost.pdf
LAKE COUNTRY ELEMENTARY TURN LANE_ALL.pdf

CR 29 IMPROVEMENTS - LAKE COUNTRY ELEMENTARY PROPOSED SCHOOL ZONE & RIGHT TURN LANES BASE BID COST ESTIMATE					
TASK NO.	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL AMOUNT**
1	MOBILIZATION	1	LS	$ -	$ 6,000.00
2	BONDS & INSURANCE	1	LS	$ -	$ -
3	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1	LS	$ -	$ -
4	TESTING (DENSITY, ROADWAY THICKNESS AND CONCRETE)	1	LS	$ -	$ -
5	MAINTENANCE OF TRAFFIC	1	LS	$ -	$ 13,270.00
6	CLEARING AND GRUBBING INCLUDING TREE REMOVAL, UTILITIES, STRUCTURES, PIPES, ETC.	1	LS	$ -	$ 1,000.00
7	REGULAR EXCAVATION	1	LS	$ -	$ 2,500.00
8	TYPE B STABILIZATION, LBR 40 (12" COMPACTED THICKNESS (ROADWAY) (COMMERCIAL DRIVEWAY) (SIDE STREETS)	1,695	SY	$ 2.71	$ 4,600.00
9	OPTIONAL BASE, BASE GROUP 9, 10” COMPACTED THICKNESS (ROADWAY, SIDE STREETS, & COMMERCIAL DRIVEWAYS)	1571	SY	$ 8.77	$ 13,770.00
10	MILLING EXISTING ASPH PAVT, 1 1/2" AVG DEPTH (FOR PAVEMENT MARKING	367	SY	$ 6.54	$ 2,400.00
11	SUPERPAVE ASPHALTIC CONCRETE, 1½" THICK, RAP 30% MAXIMUM, ROADWAY	141	TN	$ 115.00	$ 16,215.00
12	SINGLE POST SIGN, REMOVE & RELOCATE	8	AS	$ 500.00	$ 4,000.00
13	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6”	1119	LF	$ 0.18	$ 201.42
14	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 18”	60	LF	$ 2.00	$ 120.00
15	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24”	44	LF	$ 2.25	$ 99.00
16	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, TURN ARROW	7	EA	$ 32.00	$ 224.00
17	TEMPORARY PAINTED PAVEMENT MARKINGS, STD, WHITE, SCHOOL SYMBOL	2	EA	$ 66.00	$ 132.00
18	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18”	60	LF	$ 3.50	$ 210.00
19	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	44	LF	$ 4.00	$ 176.00
20	THERMOPLASTIC, STANDARD, WHITE, TURN ARROW	7	EA	$ 75.00	$ 525.00
21	THERMOPLASTIC, STANDARD, WHITE, SCHOOL SYMBOL	2	EA	$ 132.00	$ 264.00
22	DETECTABLE WARNINGS (COLOR YELLOW, EMBEDDED TYPE)	25	SF	$ 36.00	$ 900.00
				Total	**$ 66,606.42**



REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\LAKE COUNTRY ELEMENTARY\LAKE COUNTRY ELEMENTARY TURN LANE.dwg, PLAN, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

CONCEPTUAL

LAKE COUNTRY ELEMENTARY
PROPOSED TURN LANE

AERIAL PLAN

SCALE: HORIZ. 1"=80' VERT. N/A		DESIGNED BY: J.D. LANGFORD, P.E.
		DRAWN BY: STACEY MAHONEY
PROJECT NO. N/A	REV. 0	CHECKED BY: J.D. LANGFORD, P.E.
SHEET 1 OF 5		IN CHARGE: J.D. LANGFORD, P.E.
		DATE: 3/22/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

Matchline

0 80' 160'
1" = 80'

N

600.0'

50.0'

12.0'

150.0'

CR 29

PROPOSED TURN LANE

150 LF ASPHALT PAVEMENT TO BE MILLED FOR REMOVAL & REPLACEMENT OF PAVEMENT MARKING

REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\LAKE COUNTRY ELEMENTARY\LAKE COUNTRY ELEMENTARY TURN LANE.dwg, PLAN2, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

CONCEPTUAL

LAKE COUNTRY ELEMENTARY
PROPOSED TURN LANE

AERIAL PLAN

SCALE:
HORIZ. 1"=80'
VERT. N/A

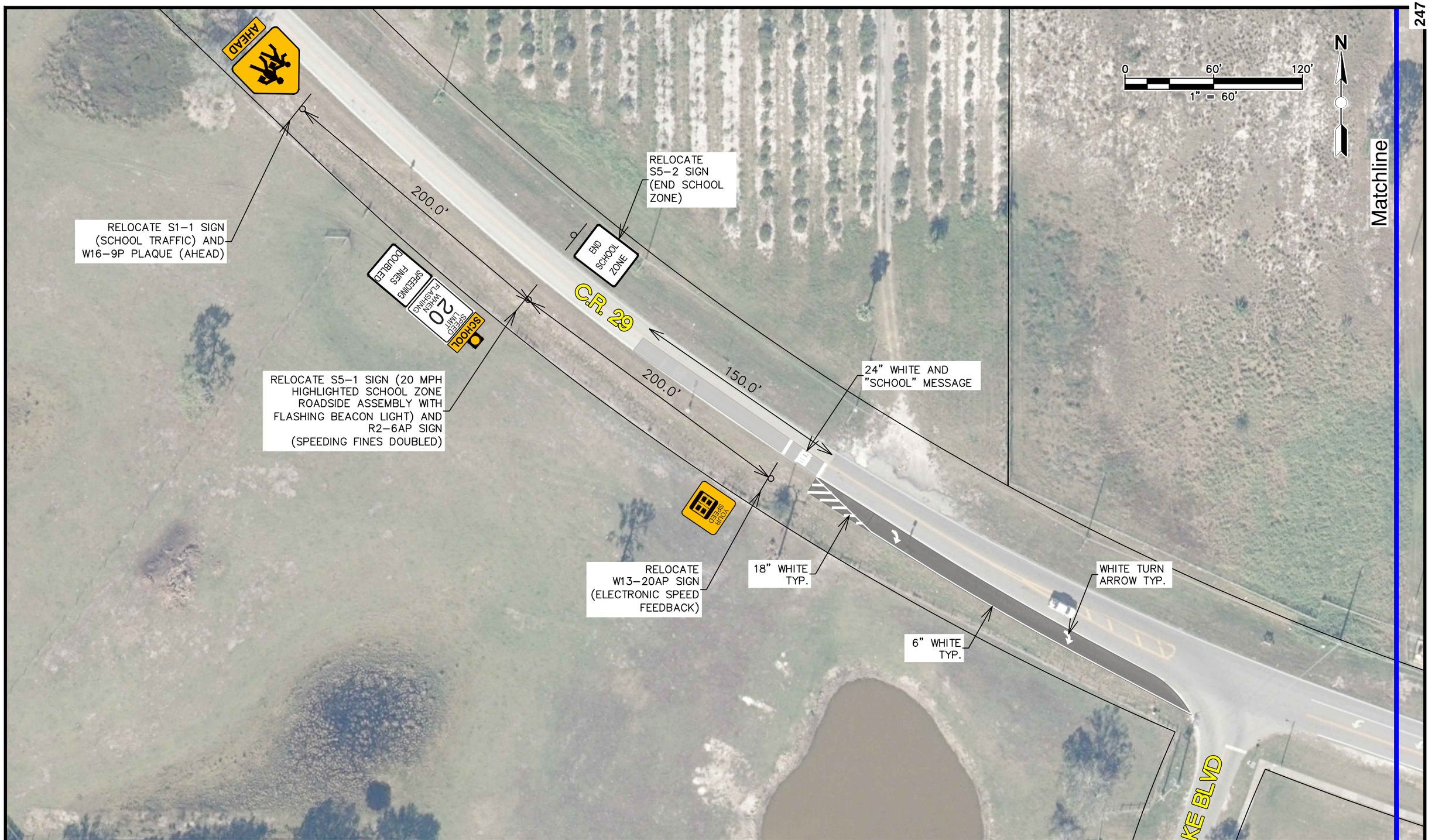
PROJECT NO. N/A

REV. 0

SHEET 2 OF 5

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 3/22/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402



REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\LAKE COUNTRY ELEMENTARY\LAKE COUNTRY ELEMENTARY TURN LANE.dwg, TRAFFIC, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

CONCEPTUAL

LAKE COUNTRY ELEMENTARY
PROPOSED TURN LANE

AERIAL PLAN

SCALE: HORIZ. 1"=60' VERT. N/A	DESIGNED BY: J.D. LANGFORD, P.E.
PROJECT NO. N/A / REV. 0	DRAWN BY: STACEY MAHONEY
	CHECKED BY: J.D. LANGFORD, P.E.
	IN CHARGE: J.D. LANGFORD, P.E.
SHEET 3 OF 5	DATE: 5/22/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402



REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\LAKE COUNTRY ELEMENTARY\LAKE COUNTRY ELEMENTARY TURN LANE.dwg, TRAFFIC (2), Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

CONCEPTUAL

LAKE COUNTRY ELEMENTARY
PROPOSED TURN LANE

AERIAL PLAN

SCALE:
HORIZ. 1"=60'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 4 OF 5

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 3/22/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

Matchline

0 60' 120'
1" = 60'

N

RELOCATE W13-20AP SIGN (ELECTRONIC SPEED FEEDBACK)

RELOCATE S5-1 SIGN (20 MPH HIGHLIGHTED SCHOOL ZONE ROADSIDE ASSEMBLY WITH FLASHING BEACON LIGHT) AND R2-6AP SIGN (SPEEDING FINES DOUBLED)

RELOCATE S1-1 SIGN (SCHOOL TRAFFIC) AND W16-9P PLAQUE (AHEAD)

6" WHITE TYP.

200.0'

200.0'

C.R. 29

WHITE TURN ARROW TYP.

18" WHITE TYP.

24" WHITE AND "SCHOOL" MESSAGE

END SCHOOL ZONE

RELOCATE S5-2 SIGN (END SCHOOL ZONE)

REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\LAKE COUNTRY ELEMENTARY\LAKE COUNTRY ELEMENTARY TURN LANE.dwg, TRAFFIC (3), Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

CONCEPTUAL

LAKE COUNTRY ELEMENTARY
PROPOSED TURN LANE

AERIAL PLAN

SCALE:
HORIZ. 1"=60'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 5 OF 5

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 3/22/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

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

SUBJECT/TITLE: **Request to approve Amendment No. 3 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2024 to December 31, 2024.**

STATEMENT OF ISSUE

The Commission and Grantee have partnered together to extend the Term of Agreement No. 20126 allowing for additional time to complete the project of adding additional boat trailer parking to Lake Istokpoga Park.

While the work has been completed, FWC has put forth a precautionary amendment for deadline extension in case the June 11, 2024 final inspection by FWC agents results in additional work that would extend past the current June 30, 2024 agreement deadline.

RECOMMENDED ACTION

Move to approve Amendment No. 3 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2024 to December 31, 2024.

FISCAL IMPACT

No additional fiscal impact from the original Agreement.

Attachments: 20126-A3 Highlands County - Amendment.pdf
EXECUTED FWC Contract 20126-A2 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126-A1 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee - Copy.pdf

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #3

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until December 31, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by December 31, 2024.**

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida, 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 6/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

Remainder of page has been left blank intentionally.
Signature page to follow.

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kevin J. Roberts	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.12.21 12:23:37 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kevin J. Roberts	Brian G. Smith
Print Name	Print Name
Chairperson	Colonel
Title	Title
December 19, 2023	12/21/23
Date	Date

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida, 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 6/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

Remainder of page has been left blank intentionally.
Signature page to follow.

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kevin J. Roberts	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.12.21 12:23:37 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kevin J. Roberts	Brian G. Smith
Print Name	Print Name
Chairperson	Colonel
Title	Title
December 19, 2023	12/21/23
Date	Date

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

8C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Leah Sauls, Development Services Director**
Gator Howerton, County Engineer
Chantel Brutus, Tourism Development Assistant

SUBJECT/TITLE: **Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.**

STATEMENT OF ISSUE

Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Istokpoga Park Fishing Tournament Facility Improvements is an agreement to accept funds allocated to the TDC to support Istokpoga Park Fishing Tournament Facility Improvements. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses within the SOW.

RECOMMENDED ACTION

Move to approve the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $36,000 to cost center 5306 (Lakes).

Attachments:
20126 - Highlands County - Agreement Final - bee.pdf
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf
20126 - Highlands County - Attachment B - Requirements of the Federal and Florida Single Audit Act FBIP.pdf
20126 - Highlands County - Attachment C - Subrecipient Certifications and Assurances.pdf
20126 - Highlands County - Attachment D - Cost Reimbursement Requirements April 2018.pdf
20126 - Highlands County - Attachment E - Boating Access Performance Tracking and Reporting Forms-DRAFT (version 2).xlsx
20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment G - Monitoring Guidelines.pdf

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20126

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 20126	**State Award Year(s):** 2020
State Award Name(s): Highlands County - Istokpoga Park Fishing Tournament Facility Improvements	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Highlands County Board of County Commissioners, FEID # 59-6000655, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to expand boat trailer parking at the Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program #20126; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000.00

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. **MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. **TERMINATION.**

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Nickie Stricker
Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
(850) 488-5600
Fax: (850) 488-9284
Email: FBIP@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Chantel Brutus
Tourist Development Admin. Asst.
Highlands County Board of
County Commissioners
501 South Commerce Avenue
Sebring, Florida 33875
(863) 402-6909
Fax: N/A
Email: cbrutus@highlandsfl.gov

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. **SUBCONTRACTS.**

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. **MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. **INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. **SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. **PUBLIC RECORDS.**

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. **FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Highlands County Board of County Commissioners

Signature

Name: Scott Kirouac

Title: Chairman

Date: March 16, 2021

BOARD OF COUNTY COMMISSIONERS SEAL

Florida Fish and Wildlife Conservation Commission

Gregg Eason Digitally signed by Gregg Eason Date: 2021.03.29 10:52:35 -04'00'

Executive Director (or designee)

Name: Gregg Eason

Title: Lt. Colonel/Deputy Director

Date: 03/29/2021

Approved as to form and legality:

Brandy C. Elliott

FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
Attachment	C	Subrecipient Certifications and Assurances
Attachment	D	Cost Reimbursement Requirements
Attachment	E	Boating Access Performance Tracking and Reporting Forms
Attachment	F	Notice of Grant Agreement (Site Dedication)
Attachment	G	Monitoring Guidelines

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

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

SUBJECT/TITLE:

Request approval of A.D. Morgan TOA 1-1 for construction services for the Avon Park Tax Collector Remodel project.

STATEMENT OF ISSUE

Utilizing the approved CMAR agreements, dated 12/5/2023, A.D. Morgan agreed to proceed with the remodel of the Avon Park Tax Collector project. Upon approval of TOA 1-1 A.D. Morgan will begin the construction phase of this project.

RECOMMENDED ACTION

Move to approve the A.D. Morgan TOA 1-1 for construction services for the Avon Park Tax Collector project.

FISCAL IMPACT

The fiscal impact of $767,783,91 is currently budgeted in Fund 151 (Infrastructure Surtax), cost center 2672A, account 56200Z, project 18025.

Attachments: 20-039 AD Morgan TOA 1-1 signed 6.12.24.pdf

HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

Select One of the following

TASK AUTHORIZATION	TOA# **1-1**
In accordance with the terms and conditions of the Agreement between The A.D. Morgan Corporation (Construction Manager) and Highlands County (Owner), dated December 5, 2023, the parties hereto agree to the scope of work, Guaranteed Maximum Price (GMP) schedule, construction team and subcontractors attached hereto.	**Construction Phase Guaranteed Maximum Price (GMP)** $ 767,783.91 **Project Number:** 18025
Project Name: **Avon Park Tax Collector Remodel**	**Budget Account Number:** Fund or cost enter/account/project #, if applicable. **2672A 56200Z 18025**

NOTE: THE CMaR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- ☒ **Exhibit A** – Scope of Work
- ☒ **Exhibit B** – Fee Schedule Construction Phase (GMP)
- ☒ **Exhibit C** – Construction Schedule
- ☒ **Exhibit D – CMaR Staff**
- ☒ **Exhibit E – Construction Team**
- ☒ **Exhibit F – Plans/Drawings**
- ☒ **Exhibit G – Sub-Contractors**

To the extent of any conflict between this TOA, the Exhibits attached hereto or the Agreement between the County and the Construction Manager, the terms and conditions of the Agreement shall prevail.

DEPARTMENT APPROVAL

Recommended by **Print Name: Tiffany Gunn, Capital Projects Manager**	**Reviewed by** **Print Name: Laurie Hurner, County Administrator**
X Jun 11, 2024	X Jun 11, 2024
1. County Project Manager Signature	**2. County Director or Designee Signature**

CONSTRUCTION MANAGER AT RISK APPROVAL

CMaR Designated Agent **Print Name: John Kalaf**	**CMaR Project Manager:** **Print Name: John Kalaf**
X John Kalaf Jun 11, 2024	**CMaR Project Manager E-mail:** **jkalaf@admorgan.com**
3. Consultant Signature **Date**	

PURCHASING REVIEW

Purchasing Manager or Designee **Print Name: Lori K. DeLoach, Purchasing Manager**
X Jun 11, 2024
4. Purchasing Manager or Designee Signature **Date**

LEGAL REVIEW

County Attorney or Designee **Print Name: Sherry Sutphen, County Attorney**
X Chantel Strahan (Jun 12, 2024 07:59 EDT) Jun 12, 2024
5. County Attorney or Designee Signature **Date**

COUNTY APPROVAL

County Administrator or Designee (under $50,000) **Print Name: Laurie A. Hurner, County Administrator**	**Board Chair** (over $50,000) **Print Name: Kevin Roberts, Chair**
X To be executed by Board Chair	**X**
6. County Administrator or Designee Signature **Date**	**7. Board Chair or Designee Signature** **Date**

Exhibit "A"
Scope of Work

Project: Avon Park Tax Collector Remodel

The CONSTRUCTION MANAGER (CMaR) is to provide the following services for the Project. The CMaR shall keep OWNER informed of the progress of such work.

TASK 1: Mobilization / Temporary Staging/Demobilization

CMaR will provide all job-related materials and services as required for the renovations of the Avon Park Tax Collectors Office.

Deliverables

- Provide and place dumpster on property for remodel.
- Provide and install temporary IT lines, set up storage trailer, and functional/operational temporary office space and facilities.
- Remove dumpster and take down all temporary lines, trailer, office space and facilities.

TASK 2: Demolition

CMaR will supply all labor, material, and equipment for:

- Demolition of selected interior walls and framing as indicated on the plans.
- Removal of existing bathroom accessories.
- Demolition of selected existing millwork as indicated on the plans.
- Removal of existing ceiling finishes, ceiling tile, and grid as indicated on the plans.
- Removal of all demolition debris from the site.

Deliverables

Cleared site, prepared for remodel as per plans.

TASK 3: Concrete/Masonry

CMaR will supply all labor, material, and equipment to:

- Demolish existing concrete slabs where new concrete will be poured.
- Sawcut and remove concrete at new storefront window openings. Rough-in openings for storefront installation.
- Pour and finish new concrete slabs at front sidewalk and rear condenser unit.
- Pour and finish foundations for new aluminum canopy.
- Repair concrete.
- Repair stucco.

Deliverables

New concrete sidewalk, condenser pad, storefront openings, and concrete footings for aluminum canopy.

TASK 4: Countertops and Millwork

CMaR will supply all labor, material, and equipment to:

- Remove and relocate existing millwork as indicated on the plans.
- Provide new custom cabinets. Door and drawer basis of design is ¾" white melamine interior surface. High pressure plastic laminate/edge banding basis of design is Wilsonart 38/60 finish.
- Provide and install new solid surface countertops with ¾" plywood substrate. The basis of design is Corian Level 1.
- Provide all required hardware, hinges, and guides.

Deliverables

New custom millwork, countertops and hardware per plans and specifications as listed on plans.

TASK 5: Joint Sealants

CMaR will supply all labor, material, and equipment to:

- Seal Joints on new openings and finishes.

Deliverables

Joint sealants at new openings and finishes.

TASK 6: Openings – Doors and Hardware

CMaR will supply all labor, material, and equipment to:

- Provide and install new interior doors and frames.
- Provide and install all hinges, door stops, door closers, and locksets.

Deliverables

New doors and hardware per plans and specifications.

TASK 7: Openings - Automatic Door

CMaR will supply all labor, material, and equipment to:

- Provide and install Stanley Dura-Storm 3000 single slide interior door system.

Deliverables

New interior automatic door system.

TASK 8: Windows and Glazing

CMaR will supply all labor, material, and equipment to:

- Provide and install four (4) exterior storefront windows. Basis of design is: YKK non-impact tempered insulated units. YKK will require approval prior to construction.
- Provide and install ¼" clear tempered glass at interior openings.
- Provide and install transaction screen system. The basis of design is 3/8" clear tempered glass – butt joint with polished vertical edges glazed in 1-1/2" channel. Design will require approval prior to construction.

Deliverables

New windows/storefront and transaction screen. The basis of design as described above.

TASK 9: Drywall and Framing

CMaR will supply all labor, material, and equipment to:

- Provide and install a complete drywall/framing system as specified in the plans, including all gypsum board with finish, insulation, and framing.
- Provide and install Blocking above ceiling grid for installation of transaction screen.
- Repair and patch drywall as needed.

Deliverables

A complete drywall/framing system per plans and specifications listed on plans.

TASK 10: Acoustical Ceilings

CMaR will supply all labor, material, and equipment to:

- Provide and install acoustical ceiling tile and grid as specified in the plans. The basis of design is Armstrong 1732 Fine Fissured Ceiling Tile.
- Provide and install ceiling tile replacement in existing grid as specified in the plans.

Deliverables

New acoustical ceiling tile and grid system as described above.

TASK 11: Flooring

CMaR will supply all labor, material, and equipment to:

- Provide and install new carpet tile, luxury vinyl tile, and ceramic tile flooring as specified in the plans.
- Provide and install vinyl cove base and ceramic tile wall base as specified in the plans.
- Provide and install transition strip as required.
- Implement proper floor preparation and moisture mitigation.

Deliverables

New flooring, wall base, and transition strips as specified.

TASK 12: Painting

CMaR will supply all labor, material, and equipment to:

- Provide minor wall preparation.
- Paint and prime all interior walls within the work area, excluding the mechanical room and storage room. Color(s) to be approved by Owner.
- Stain five (5) wood doors. Color(s) to be approved by Owner.
- Prepare and paint exterior walls where new storefront windows will be installed. Color(s) to be approved by Owner.
- Alternate 1 – Paint remaining exterior walls at $4,600.00.

Deliverables

New paint and primer throughout the building interior as specified above. Five wood-stained doors. Painted exterior walls where new storefront windows will be installed. An alternate has been included to paint the remaining building exterior.

TASK 13: Accessories

CMaR will supply all labor, material, and equipment to:

- Provide and install new bathroom accessories to include mirrors, grab bars, baby changing station, toilet paper dispensers, towel dispensers, soap dispensers, and fire extinguisher cabinet.
- Additional accessories are presumed provided and installed by the owner including cameras, screens, wall mounted display screens, and customer queuing number dispensers.

Deliverables

Installation of new bathroom accessories as specified.

TASK 14: Aluminum Canopy

CMaR will supply all labor, material, and equipment to:

- Provide and install a complete aluminum canopy system.

Deliverables

Installation of a new aluminum entrance canopy.

TASK 15: Furnishings

- Owner is responsible for removal of all furniture, fixtures, and equipment (FF&E) prior to construction start and the installation of FF&E at final completion. CMaR has not accounted for any moving costs.
- Window treatments are not identified and are excluded from this proposal.

Deliverables

None.

TASK 16: Plumbing

CMaR will supply all labor, material, and equipment to:

- Demolish and remove existing plumbing fixtures.
- Provide and install new plumbing fixtures and accessories as specified in the plans, including a new water fountain and water heater.
- Provide all cutting, excavating, and patching of concrete slab for relocation of plumbing components.
- Locate and extend existing water and sanitary lines as specified in the plans.

Deliverables

Installation of new sanitary and potable plumbing systems, fixtures, and accessories per plans and specifications as listed on plans.

TASK 17: HVAC

CMaR will provide all labor, material, and equipment to:

- Demolish existing HVAC equipment and accessories not reused in this scope of work.
- Provide duct work as specified in the plans.
- Provide and install three (3) exhaust fans – Greenheck SP-B110 as indicated in the plans.
- Provide and install new air handler and condenser. Basis of design is the Gree Flexx Inverter System.
- Provide and install condensate line and drywell.
- Provide third party test and balance.
- Clean and service existing split DX system and main trunk.
- Clean ducts.

Deliverables

New HVAC system, ducts, cleaning, and test and balance as specified.

TASK 18: Electrical

CMaR will provide all labor, material, and equipment to:

- Demolish/remove existing electrical fixtures and related electrical components not reused in the scope of work.
- Provide and install a complete electrical system, including new light fixtures, receptacles, emergency lights, exit lights, data stub-ups and lighting controls.

Deliverables

Provide new electrical system as specified.

TASK 19: Fencing

CMaR will provide all labor, material, and equipment to:

- Provide and install new chain link fencing and gate surrounding condenser unit.

Deliverables

New chain link fence around rear condenser unit.

Exhibit "B"
Fee Schedule-Construction Phase

TASK	DESCRIPTION	FEE	Alternate Fee
1	Mobilization / Temporary Staging	$285,632.27	
2	Demolition	$16,300.00	
3	Concrete/Masonry	$49,450.00	
4	Countertops and Millwork	$65,874.00	
5	Joint Sealants	$1,000.00	
6	Openings – Doors and Hardware	$8,206.38	
7	Openings - Automatic Door	$8,000.00	
8	Windows and Glazing	$21,583.38	
9	Drywall and Framing	$49,709.59	
10	Acoustical Ceilings	$18,160.00	
11	Flooring	$29,580.00	
12	Painting	$13,645.00	$4,600.00
13	Accessories	$5,420.00	
14	Aluminum Canopy	$18,180.00	
15	Furnishings	$0.00	
16	Plumbing	$68,806.80	
17	HVAC	$35,425.00	
18	Electrical	$71,311.50	
19	Fencing	$1,500.00	
GMP FIXED FEE (Including Reimbursable Expenses)		$767,783.92	
GMP FIXED FEE (Including Reimbursable Expenses) with Alternate			$772,383.92

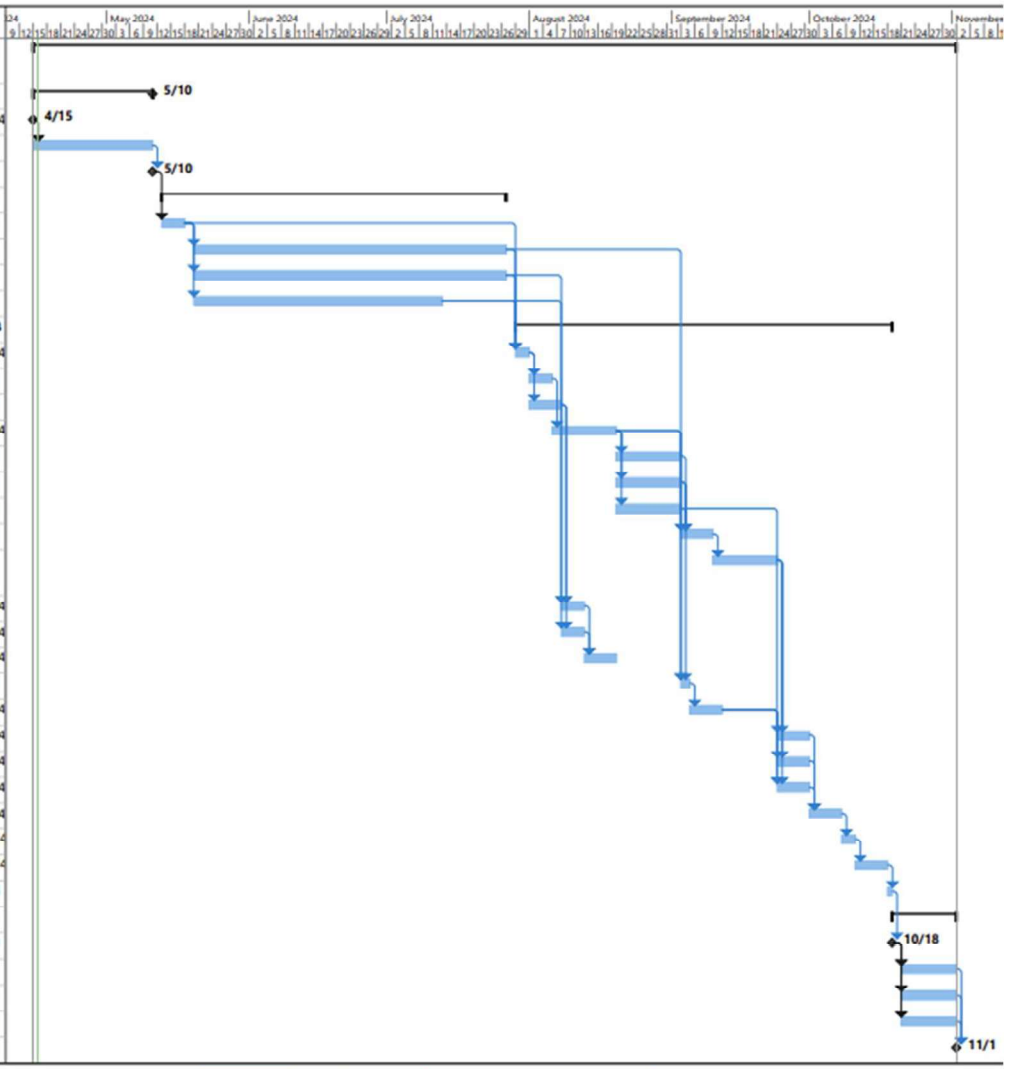
*** Denotes allowance. To be reimbursed if unused.**

Exhibit "C"
Construction Schedule

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form and revised Purchase Order, the CMaR will promptly initiate the Scope of Services outlined above. Substantial Completion within eighty-one (81) calendar days and Final Completion within Fourteen (14) calendar days thereafter (for a total of 95 calendar days) from the execution of this Construction Phase Authorization form.

ID	Task Name	Duration	Start	Finish
1	**Avon Park Tax Collectors Office Renovation**	**145 days**	**Mon 4/15/24**	**Fri 11/1/24**
2	**Preconstruction Phase**	**20 days**	**Mon 4/15/24**	**Fri 5/10/24**
3	Submit GMP	0 days	Mon 4/15/24	Mon 4/15/24
4	Owner Review and Approval	20 days	Mon 4/15/24	Fri 5/10/24
5	Notice to Proceed	0 days	Fri 5/10/24	Fri 5/10/24
6	**Procurement Phase**	**55 days**	**Mon 5/13/24**	**Fri 7/26/24**
7	Issue Subcontracts	5 days	Mon 5/13/24	Fri 5/17/24
8	Lead Time - Automatic Door	50 days	Mon 5/20/24	Fri 7/26/24
9	Lead Time - Windows-Storefront	50 days	Mon 5/20/24	Fri 7/26/24
10	Lead Time - Aluminum Canopy	40 days	Mon 5/20/24	Fri 7/12/24
11	**Construction Phase**	**60 days**	**Mon 7/29/24**	**Fri 10/18/24**
12	Mobilization	3 days	Mon 7/29/24	Wed 7/31/24
13	Interior Demolition	3 days	Thu 8/1/24	Mon 8/5/24
14	Initial Concrete Work - New Window Op	5 days	Thu 8/1/24	Wed 8/7/24
15	Rough Framing	10 days	Tue 8/6/24	Mon 8/19/24
16	Plumbing Rough-In	10 days	Tue 8/20/24	Mon 9/2/24
17	Electrical Rough-In	10 days	Tue 8/20/24	Mon 9/2/24
18	HVAC Rough-In	10 days	Tue 8/20/24	Mon 9/2/24
19	Set ACT Grid and Tile	5 days	Tue 9/3/24	Mon 9/9/24
20	Millwork Installation and Transaction Screen	10 days	Tue 9/10/24	Mon 9/23/24
21	Install Canopy	3 days	Thu 8/8/24	Mon 8/12/24
22	Install Windows/Storefront	3 days	Thu 8/8/24	Mon 8/12/24
23	Final Concrete Work	5 days	Tue 8/13/24	Mon 8/19/24
24	Install Doors and Hardware	2 days	Tue 9/3/24	Wed 9/4/24
25	Final Framing	5 days	Thu 9/5/24	Wed 9/11/24
26	Final Electrical	5 days	Tue 9/24/24	Mon 9/30/24
27	Final Plumbing	5 days	Tue 9/24/24	Mon 9/30/24
28	Final HVAC	5 days	Tue 9/24/24	Mon 9/30/24
29	Flooring Install	5 days	Tue 10/1/24	Mon 10/7/24
30	Accessory Installation	3 days	Tue 10/8/24	Thu 10/10/24
31	Painting	5 days	Fri 10/11/24	Thu 10/17/24
32	Final Cleaning	1 day	Fri 10/18/24	Fri 10/18/24
33	**Close Out Phase**	**10 days**	**Fri 10/18/24**	**Fri 11/1/24**
34	Substantial Completion	0 days	Fri 10/18/24	Fri 10/18/24
35	Final Inspection	10 days	Mon 10/21/24	Fri 11/1/24
36	Punch List	10 days	Mon 10/21/24	Fri 11/1/24
37	As-Builts	10 days	Mon 10/21/24	Fri 11/1/24
38	Final Completion	0 days	Fri 11/1/24	Fri 11/1/24



Project: Avon Park Tax Collecto
Date: Tue 4/16/24

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1

Exhibit "D"
CMaR Staff

DESCRIPTION	TIME ON JOB	QUANTITY	UNITS	LABOR /W BURDEN	TOTAL
Project Executive (John K.)	15%	2.1	Weeks	$6,310	$13,251
Project Accountant	20%	2.8	Weeks	$3,900	$10,920

EXHIBIT "E"
Construction Team

DESCRIPTION	TIME ON JOB	QUANTITY	UNITS	LABOR /W BURDEN	TOTAL
Superintendent	100%	14	Weeks	$4,100	$57,400
Project Manager	50%	7	Weeks	$3,600	$25,200

EXHIBIT "F"
Plans/Drawings

Highlands County Board of County Commissioners
Tax Collector's Office Renovation - Avon Park
List of Drawings, Bid Set, Specifications, and Addendums
April 15, 2024

Number	Description - Drawings	Date	Revision
S-1	Structural Floor Plan, Notes, And Detail	03/01/24	
D101	Demolition Plan And Details	03/01/24	
A101	Floor Plan	03/01/24	
A201	Reflected Ceiling And Life Safety Plan	03/01/24	
A601	Schedules And Toilet Room Elevations	03/01/24	
A701	Millwork Elevations And Details	03/01/24	
A702	Millwork Sections And Details	03/01/24	
M101	Mechanical Notes, Schedules And Legends	03/01/24	
M201	Mechanical Floor Plan	03/01/24	
M301	Mechanical Details	03/01/24	
P101	Plumbing Notes, Schedules And Legends	03/01/24	
P201	Plumbing Plan - Sanitary	03/01/24	
P202	Plumbing Plan - Water	03/01/24	
P301	Plumbing Risers	03/01/24	
P401	Plumbing Details	03/01/24	
E101	Electrical General Notes And Symbol Legend	03/01/24	
E201	Lighting Plan	03/01/24	
E301	Power Systems And Plan	03/01/24	
Number	**Description - Specifications**	**Date**	**Revision**
01310	Procedures and Controls	03/01/24	
01330	Shop Drawing Requirements	03/01/24	
01400	Quality Control Services	03/01/24	
01770	Closeout Procedures	03/01/24	
02000	Sitework, General	03/01/24	
02230	Clearing and Demolition	03/01/24	
02361	Soil Poisoning	03/01/24	
02821	Chain Link Fencing and Gates	03/01/24	
03000	Concrete, General	03/01/24	
03300	Cast-In-Place Concrete	03/01/24	
05000	Metals, General	03/01/24	
06000	Wood and Plastic Laminates, General	03/01/24	
06100	Rough Carpentry	03/01/24	

06200	Finish Carpentry	03/01/24	
06402	Custom Shop Fabricated Millwork	03/01/24	
07000	Thermal and Moisture Protection, General	03/01/24	
07210	Thermal and Sound Insulation	03/01/24	
07920	Sealants, Caulking and Seals	03/01/24	
08000	Doors and Windows, General/Legend	03/01/24	
08100	Hollow Steel Doors and Frames	03/01/24	
08200	Solid Core Wood Doors	03/01/24	
08310	Access Doors	03/01/24	
08400	Storefront Systems	03/01/24	
08600	Sliding Automatic Entrances	03/01/24	
08711	Door Hardware and Schedule	03/01/24	
09000	Finishes, General	03/01/24	
09220	Portland Cement Plaster/ Metal Lathing and Furring	03/01/24	
09250	Interior Wall Framing/Ceiling Framing/Plenum Dividers	03/01/24	
09253	Gypsum Drywall	03/01/24	
09300	Ceramic and Quarry Tile	03/01/24	
09511	Suspended Ceiling System	03/01/24	
09651	Resilient Flooring and Base	03/01/24	
09910	Painting	03/01/24	
10000	Specialties, General	03/01/24	
10425	Signage/Graphics and Plaques	03/01/24	
10520	Fire Protection Specialties	03/01/24	
10530	Aluminum Walkway Covers	03/01/24	
10801	Toilet Room and Related Accessories	03/01/24	
Number	**Description - Addendum**	**Date**	**Revision**

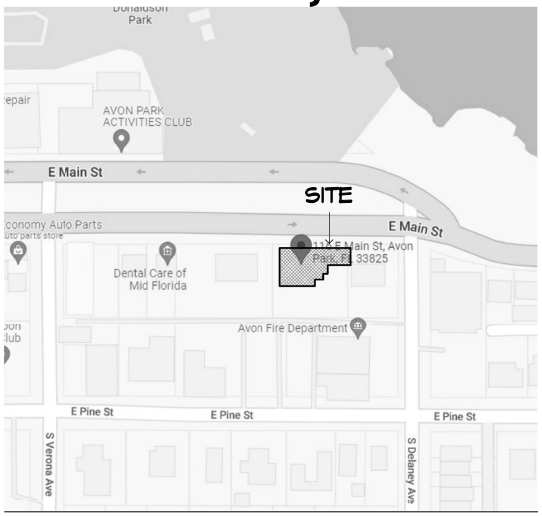
EXHIBIT "G"
Sub-Contractors

Avon Park Tax Collector Remodel - Subcontractor Table		
TASK	**DESCRIPTION**	**Subcontractor**
1	Mobilization / Temporary Staging	N/A
2	Demolition	ECI
3	Concrete/Masonry	Semco
4	Countertops and Millwork	Home Pride Cabinets
5	Joint Sealants	N/A
6	Openings – Doors and Hardware	Integrated Opening Solutions
7	Openings - Automatic Door	Stanley Access Technologies
8	Windows and Glazing	Countryside Glass
9	Drywall and Framing	Semco
10	Acoustical Ceilings	Acousti
11	Flooring	Spectra Flooring
12	Painting	Paramount
13	Accessories	Watkins
14	Aluminum Canopy	Perfection Architectural
15	Furnishings	N/A
15	Plumbing	Tri-Tech Plumbing
16	HVAC	Absolutely Cool
17	Electrical	Boncore Electric
18	Fencing	N/A

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

116 E MAIN STREET
AVON PARK, FL 33825



SYMBOL LEGEND

XXX	DRAWING NOTE
A / A101	WALL SECTION DRAWING REFERENCE
AA / A101	BUILDING SECTION DRAWING REFERENCE
1 / A101	DETAIL DRAWING REFERENCE
℄	CENTERLINE
101	DOOR NUMBER
A	WINDOW TYPE
M1	MILLWORK SYMBOL
Room Name 101	ROOM NAME / NUMBER
FX	FRAME NUMBER
UNO	UNLESS NOTED OTHERWISE

DO NOT SCALE THESE DRAWINGS

BUILDING DESIGN CRITERIA

CODE CONFORMANCE

FLORIDA BUILDING CODE (FBC) EXISTING BUILDING ALTERATION - LEVEL 3	EIGHTH EDITION (2023)
ASCE	7-22
FBC-MECHANICAL	EIGHTH EDITION (2023)
FBC-PLUMBING	EIGHTH EDITION (2023)
FBC-FUEL GAS	EIGHTH EDITION (2023)
FBC-ACCESSIBILITY	EIGHTH EDITION (2023)
FBC-ENERGY CONSERVATION	EIGHTH EDITION (2023)
NATIONAL ELECTRIC CODE (NEC)	2014 NFPA 70
FLORIDA FIRE PREVENTION CODE (FFPC)	EIGHTH EDITION (2023)
NFPA 1	2018
NFPA 101	2018

DESIGN WIND SPEED: 140 MPH
DESIGN LOAD FOR COMPONENTS & CLADDING: SEE STRUCTURAL DRAWINGS

DESIGN DATA

	FBC	FFPC
OCCUPANCY GROUP	B - BUSINESS	BUSINESS
CONSTRUCTION TYPE	TYPE V-B	

BUILDING DATA

		AREA	HEIGHT	STORIES
ALLOWABLE		9,000 SF PER FLOOR	40' - 0"	2
ACTUAL	TENANT 'A'	3,484 GSF TOTAL	17' - 0"	1
	TENANT 'B'	1,968 GSF TOTAL		
	TOTAL	5,452 GSF TOTAL		

THIS BUILDING DOES NOT CONTAIN A FIRE SPRINKLER SYSTEM.

COMPLIANCE STATEMENT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLETE AND COMPLY WITH THE REFERENCED CODES.

LIST OF DRAWINGS

COVR COVER SHEET

STRUCTURAL

S1 STRUCTURAL FLOOR PLAN, NOTES AND DETAILS

ARCHITECTURAL

D101 DEMOLITION PLAN AND DETAILS
A101 FLOOR PLAN
A201 REFLECTED CEILING AND LIFE SAFETY PLANS
A601 SCHEDULES AND TOILET ROOM ELEVATIONS
A701 MILLWORK ELEVATIONS AND DETAILS
A702 MILLWORK SECTIONS AND DETAILS

MECHANICAL

M101 MECHANICAL NOTES, SCHEDULES AND LEGENDS
M201 MECHANICAL FLOOR PLAN
M301 MECHANICAL DETAILS

PLUMBING

P101 PLUMBING NOTES, SCHEDULES AND LEGENDS
P201 PLUMBING PLAN - SANITARY
P202 PLUMBING PLAN - WATER
P301 PLUMBING RISERS
P401 PLUMBING DETAILS

ELECTRICAL

E101 ELECTRICAL GENERAL NOTES & SYMBOL LEGEND
E201 LIGHTING PLAN
E301 POWER & SYSTEMS PLAN

N
VICINITY MAP
NO SCALE

CMHM ARCHITECTS
PYRAMID ENGINEERING
NEW POWER CONSULTING

ARCHITECT
MECHANICAL AND PLUMBING
ELECTRICAL

CMHM ARCHITECTS INC.
JOHN R. CURTIS, AIA
BENJAMIN F. MUNDY, JR. AIA, LEED AP
C. KEITH HANNAGUTT, AIA
NEALE R. HELSEL, AIA, LEED AP
1015 SOUTH FLORIDA AVENUE
LAKELAND, FLORIDA | 33803-1118
TELEPHONE 863-688-8882 | cmhminc.com

ARCHITECT
C. KEITH HANNAGUTT, AIA

BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET
AVON PARK, FL 33825

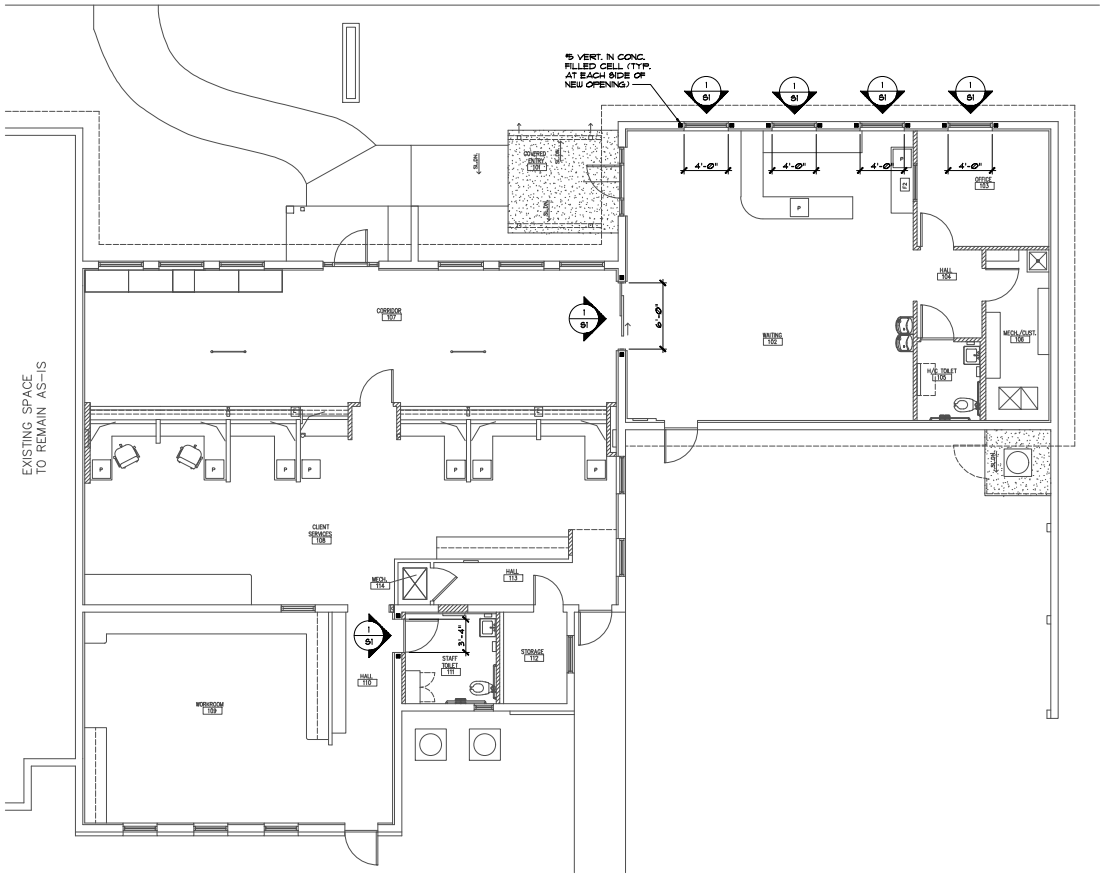
COVER SHEET

REVISIONS

CONSTRUCTION 03/01/2024
APPROVAL
REVIEW
CHECKED BY

COVR
22014

3/1/2024 11:25:53 AM V:\CMHDC01\Share\Projects\22014\22014_AP Tax Central.rvt



FLOOR PLAN
SCALE: 1/2" = 1'-0"

STRUCTURAL NOTES

GENERAL:

1. All work to be in strict accordance with the Florida Building Code 2020, 7th edition.
2. Wind Speed: 140 MPH
3. Only written changes approved by the Engineer shall be permitted.
4. General Contractor shall coordinate structural drawings with all others disciplines. Where there are conflicts in information presented in the drawings or if the drawings are unclear or insufficient in any manner that may inhibit the contractor's understanding of the project, such conflicts shall be brought to the Engineers' attention prior to bidding and the necessary adjustments shall be made per his instructions.

CONCRETE:

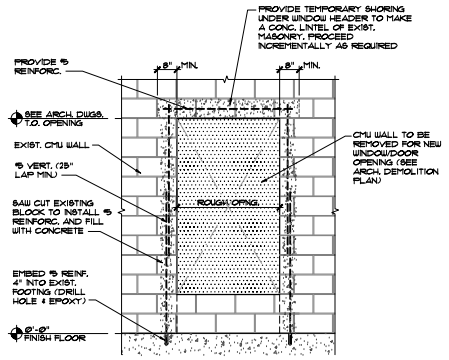
1. All work to be in strict accordance with the ACI 318
2. MIX DESIGN CRITERIA: Refer to the specifications.
   All concrete Type I Portland Cement. (ASTM C 150). 3000 psi compressive strength @ 28 days. (U.O.N.) W/C ratio less or equal to 0.58
   Slump - Slab on grade: 5"
   Other: 3"
   Water - Potable
   Chloride - None
3. Provide normal weight aggregates in compliance with the requirements of ASTM C 33.
4. Reinforcing steel shall conform to ASTM A-615, GRADE 60
5. All concrete reinforcement shall be detailed, fabricated, labeled, supported and spaced in forms and secured in place in accordance with the procedures outlined in the latest edition of the "Building Code Requirements for Reinforced Concrete" ACI 318-19 and the "Manuals of Standard Practice for Detailing Reinforced Concrete Structure", ACI 315 latest edition.
6. All bar splices and dowels shall lap as per requirements of ACI 318-19.

MASONRY:

1. Design, material and workmanship shall be in accordance with the ACI Standard Building Code requirements for concrete masonry structures: ACI 530/ACI 530.1
2. CMU cells indicated in plan or notes as filled cells shall be grouted with 3000 psi concrete. (8" to 10" slump)
3. Provide HORIZONTAL JOINT REINFORCING at 24" o.c. vertical in all CMU walls.
4. CMU concrete blocks shall conform to ASTM C-90 (28 days strength 2000 psi) (fm=1500 psi), laid in running bond.
5. Mortar shall be type S or M.
6. Provide vertical reinforcing in CMU walls of (1) #5 at 4'-0" max. O.C. (Typical U.O.N.)

VERIFICATION OF FIELD CONDITIONS:

1. Contractor shall verify all field conditions and dimensions relative to same. Where there are conflicts between actual field conditions and data presented in the drawings, such conditions shall be called to the Engineer's attention and necessary adjustments made per their instructions.



1/S1 NEW OPENING ELEVAT. DETAIL
SCALE: 1/2" = 1'-0"

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF ORB ENGINEERING INC., DEVELOPED FOR THE EXCLUSIVE USE OF ORB ENGINEERING INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF ORB ENGINEERING INC. IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES FROM ORB ENGINEERING INC.

△ XX-XX-XX
REVISIONS
DATE | ISSUE

TAX COLLECTOR'S OFFICE
RENOVATION
116 E. MAIN STREET
AVON PARK, FL. 33825
PROJECT

S1
DRAWING

DRAWN CARLOS

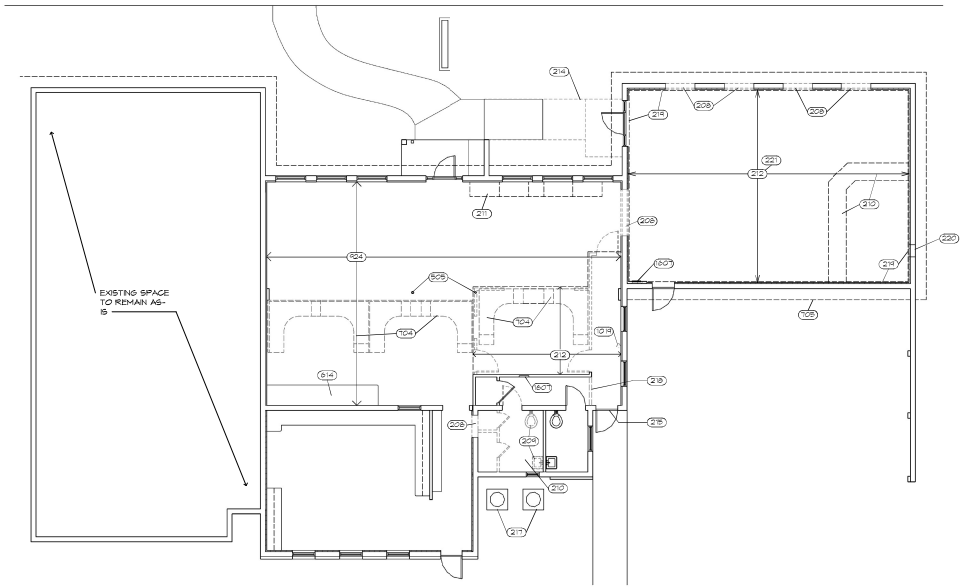
CHECK JULIO

1430.8
PROJECT No.

DATE 03-01-24

ORB ENGINEERING
202 DORIS DRIVE SUITE 103
LAKELAND, FL 33813
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DEMOLITION FLOOR PLAN

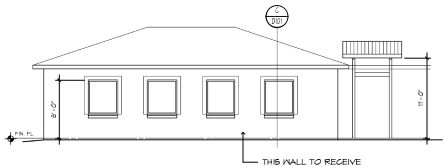
1/8" = 1'-0"

NOTE: REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL BUILDING COMPONENTS REQUIRING DEMOLITION.

DEMOLITION WALL LEGEND

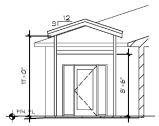
INDICATES EXISTING CONSTRUCTION TO REMAIN

INDICATES EXISTING CONSTRUCTION TO BE REMOVED



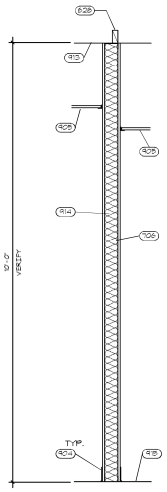
PARTIAL NORTH ELEVATION

1/8" = 1'-0"

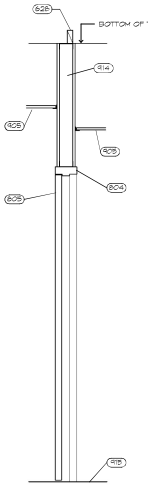


PARTIAL WEST ELEVATION

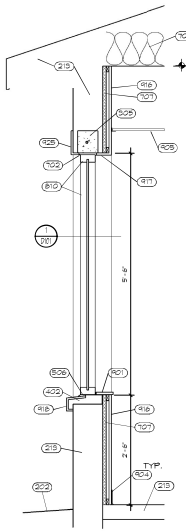
1/8" = 1'-0"



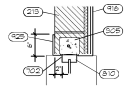
A D101 3/4" = 1'-0"



B D101 3/4" = 1'-0"



C D101 3/4" = 1'-0"



1 D101 3/4" = 1'-0"

D101 Sheet Notes / Numbers May Not Be Consecutive.

202 Finished grade - typical. Slope down from building slab.
204 Existing concrete sidewalk to remain.
209 Demo existing wall to accommodate new opening. Refer to details and notes.
304 Demo existing plumbing fixtures. Refer to Plumbing drawings.
210 Demo existing concrete slab in this area to accommodate new plumbing and mechanical work. Refer to Plumbing and Mechanical drawings.
211 Carefully remove existing millwork unit and re-install where indicated.
212 Demo existing ceiling grid/tile including fixtures in this area.
213 Existing construction to remain.
214 Demo existing concrete slab.
215 Demo existing transom glazing above door.
217 Existing HVAC condensing unit to remain. Refer to Mechanical Drawings.
218 Demo existing header wall as necessary to accommodate new HVAC duct.
219 Demo existing drywall/furring/insulation to expose existing face of CMU.
220 Demo existing wall to accommodate new HVAC grille. Refer to mechanical drawings.
221 Demo existing flooring materials and adhesive as necessary to allow proper installation of new finishes.
302 4 inch thick poured concrete slab. Reinforce with 6x6xW1.4xW1.4 WWF. Broom finish. Slope to shed water away from the building.
305 Poured concrete foundation. Design by aluminum canopy cover engineer.
304 8x8xcontinuous poured concrete thickened edge. Reinforce with 1-#5 dia. continuous.
305 Poured concrete at jambs and head of all new openings. Reinforce with 1-#5 dia. continuous. Refer to Structural Drawings.
402 New precast concrete sill. Equal to Cast-Crete wind resistant flush sill.
505 Existing steel column to remain.
509 .040 thick, mill finish aluminum flashing under storefront framing member. Form continuous and watertight to provide upturned leg on three sides.
614 Existing millwork unit to remain.
702 Continuous caulk at frame perimeters.
704 Demo existing modular partition system including associated millwork units and countertops.
705 Line of existing roof overhang.
706 4 inch thick (nominal) acoustical batt insulation.
707 1 inch thick continuous rigid insulation.
708 Fiberglass batt insulation.
709 Aluminum flashing drip edge. Fasten under roof shingles to direct water into aluminum decking.
804 Hollow metal door frame. Paint finish.
805 Door. Finish to match existing doors. See Door Schedule.
810 Aluminum storefront window.
901 Marble threshold - typical.
904 Continuous vinyl base.
905 Suspended acoustical tile ceiling.
913 Line of existing truss bottom.
914 3 5/8 inch 25 gauge galvanized metal studs x 22 gauge at 16 inches o.c. Provide with 5/8 inch thick drywall both sides.
915 Line of finish floor.
916 5/8 inch thick drywall on 1x2 p.t. wood furring at 16 inches o.c.
917 Return drywall to meet window frame. Caulk joint.
918 1/2 inch thick stucco over sill. Texture to match existing wall.
924 Existing ceiling grid to remain. Demo existing ceiling tiles.
925 1.2 inch thick stucco with slope to form a inch wide trim band at head and jambs. Paint finish.
1018 Relocate existing fire extinguisher.
1022 Prefinished aluminum canopy column.
1023 Prefinished aluminum canopy beam. See floorplan for drainage column locations.
1024 Prefinished aluminum decking.
1025 Prefinished aluminum fascia trim.
1607 Existing electrical panel to be remain. Refer to Electrical Drawings.

GENERAL DEMOLITION NOTES

A. Note that approximate location of some utilities is shown on drawings, but there is no available documentation of as-built utilities in other building areas. Take special care during demolition operations to identify and properly cap /remove / relocate any existing utilities encountered and intended to remain in use.

B. It is the contractor's responsibility to visit the site to survey the condition and quantity of work that will be required to prepare for new construction. Make specific removals as noted. Extent of demolition is shown on drawings in so far as possible, but in some cases demolition will be required to allow installation of new work. Remove items in their entirety. Remove any and all conduits, piping, fixtures and equipment not in use or for equipment that is to be removed. Patch or repair any surface which is defective or which may be damaged during the demolition operations in a manner to match adjacent materials either existing or new as may be required.

C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. Owner assumes no responsibility for actual condition of structures/improvements to be demolished.

D. The Contractor shall visually monitor existing structures to remain during demolition activities, and notify the Architect/ Structural Engineer immediately after shoring and/or stabilizing of any structural movement or cracking which may develop.

E. Items of salvagable value to the contractor and not specifically designated to be turned over to the Owner shall be removed from site as work progresses. Storage or sale of removed items on site will not be permitted.

F. Conduct demolition operations to minimize interference with surrounding properties, traffic, drives and other adjacent facilities. Exiting routes shall not be blocked in any way including their width.

G. Ensure safe passage of persons around Construction area. Conduct operations to prevent injury/damage to adjacent buildings, facilities, persons and other items to remain. Promptly repair, in kind, any damages caused to facilities by demolition/ construction operation at no cost to Owner.

H. All waste materials shall be disposed of by the Contractor in an approved manner, at regular intervals. Remove from site all debris, rubbish, and other materials resulting from demolished/ construction operations. Do not bury any debris on site.

I. Remove all other items encountered within the construction area that conflict with installation of new construction.

J. All concrete and other paving materials noted to be removed shall be removed for their entire depth, including underlying limerock or other base materials.

K. Notify the owner if any active utilities are encountered not shown or otherwise indicated to be relocated or removed. Owner will advise proper disposition of such items.

L. Electrical Contractor shall remove all abandoned piping, wiring, boxes, fixtures, etc. including associated fasteners.

M. All demolished existing below slab piping shall be capped below slab and abandoned. All existing above slab piping shall be abandoned and removed.

N. Where new finishes are indicated, contractor shall remove all existing floor and base finish materials, adhesives and other deleterious materials from all floor areas and prepare for new flooring finishes.

O. Plumbing Contractor shall remove all abandoned piping, fixtures and fittings. Abandon demolished plumbing piping below grade and cap.

P. All damaged, rotted or missing wood framing shall be removed and replaced with like material. See Structural Drawings if required.

Q. Contractor shall examine the existing structural framing and jack or re-level all out of plumb framing members. See Structural Drawings if required.

R. Refer to Demolition Plan for locations requiring complete removal of the existing ceiling grid

S. All decorations, office supplies, equipment and furniture shall be salvaged and returned to the owner. Contractor shall re-hang items as directed by the owner.

T. All existing light fixtures shall be removed and replaced with new fixtures. Refer to Electrical drawings.

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BENJAMIN F. MUNDY, JR., AIA, LEED AP
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ARCHITECT
C. KEITH HUMMOUTT, AIA

BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET
AVON PARK, FL 33825

DEMOLITION PLAN

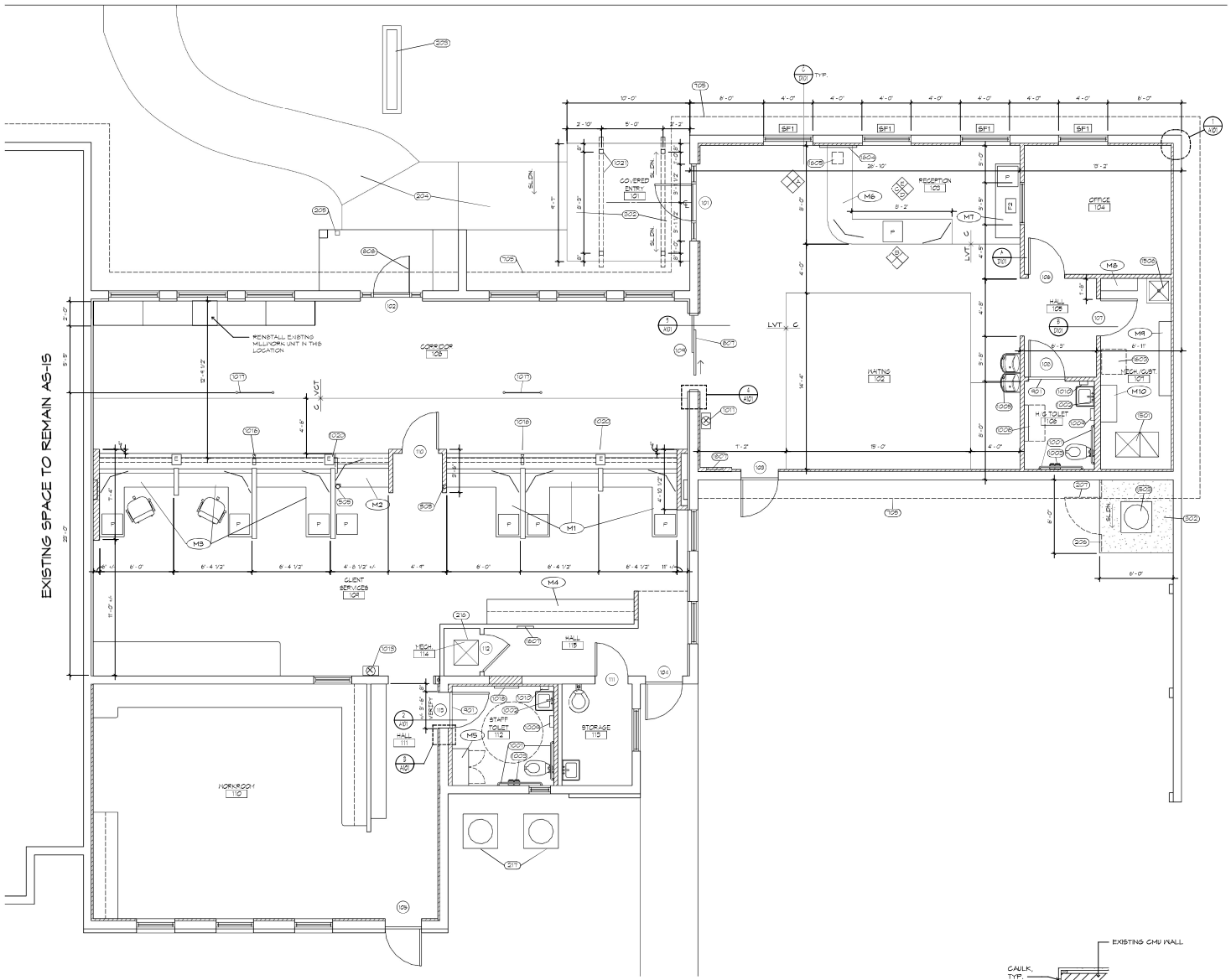
REVISIONS

CONSTRUCTION 03/01/2024
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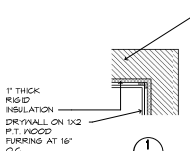
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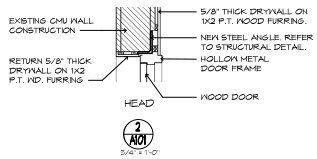
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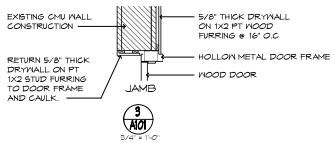


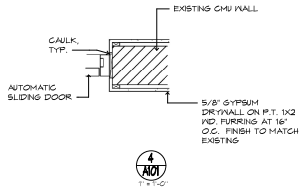
A101 Sheet Notes / Numbers May Not Be Consecutive.

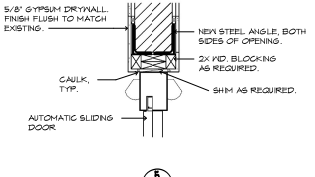
203 Existing sign to remain.
204 Existing concrete sidewalk to remain.
205 Demo existing door activation push pad and pedestal.
206 New 6 Foot high chain link fencing.
207 New 3 foot wide chain link gate.
216 Existing air handler to remain. Refer to Mechanical Drawings.
217 Existing HVAC condensing unit to remain. Refer to Mechanical Drawings.
302 4 inch thick poured concrete slab. Reinforce with exterior 4x4x1.4 WWF. Broom Finish. Slope to shed water away from the building.
305 Existing steel column to remain.
620 Provide 2x4 wood blocking as necessary to secure continuous metal wall track.
708 Line of existing roof overhang.
801 New automatic sliding door. Refer to details and Specifications.
808 Door shall have exterior handle removed. Refer to Door Hardware Schedule and Notes.
901 Marble threshold - typical.
1001 Provide pair of horizontal grab bars adjacent to water closet. - typical in each H/C toilet. stall. Provide 42 in. long grab bar on side wall located 12 in. from rear wall and 36 in. bar on rear wall set 4 in. out of corner of room. Mount both at 34 in. AFF to centerline.
1002 Framed 18 in. x 36 in. mirror centered over lavatory - typical. Mount with bottom of frame at 94 in. AFF.
1003 Wall mounted toilet tissue dispenser - typical at each water closet. Mount with centerline at 24 in. AFF and 36 in. max.) from fixture wall.
1005 Electric water cooler.
1006 Baby changing table. Wall mounted.
1009 Paper towel dispenser.
1010 Soap dispenser.
1011 Wall mounted fire extinguisher in semi-recessed cabinet.
1013 Existing fire extinguisher and semi-recessed cabinet to remain.
1016 Camera. By owner.
1017 Screen. By owner.
1018 24 in. x 60 in. full height mirror.
1020 Eye test station. By owner.
1021 Aluminum walkway cover system. Refer to details.
1501 HVAC air handler. Refer to Mechanical drawings.
1503 New HVAC condenser on concrete pad. Refer to Mechanical Drawings.
1506 New custodial sink. Provide with stainless steel wall protection panels. Refer to Plumbing drawings.
1605 IT cabinet and equipment by owner.
1604 Wall mounted display screen. Verify location. By owner.
1605 Customer queuing number dispenser. Verify location. By owner.
1607 Existing electrical panel to be remain. Refer to Electrical Drawings.











BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET
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OVERALL FLOOR PLAN

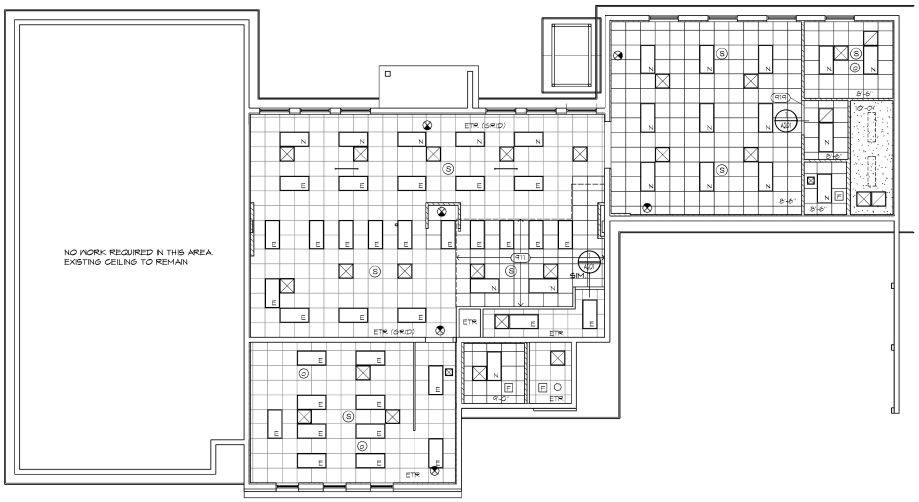
REVISIONS

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N

REFLECTED CEILING PLAN
1/8" = 1'-0"

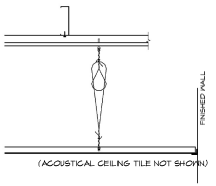
REFER TO ROOM FINISH SCHEDULE FOR LOCATIONS OF NEW SUSPENDED CEILING GRID/TILE.

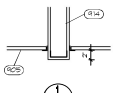
REFLECTED CEILING PLAN LEGEND
(THIS LEGEND APPLIES TO ALL CEILING PLANS)

- 2'-0" x 2'-0" and/ or 2'-0" x 4'-0" SUSPENDED GRID WITH CEILING TILES
- GYPSUM DRYWALL CEILING
- FLUORESCENT LIGHT FIXTURE SET IN GRID (E = EXISTING FIXTURE TO BE REPLACED WITH NEW; N = NEW FIXTURE)
- RECESSED LIGHT FIXTURE
- SURFACE MOUNTED EXIT LIGHT
- ETR — EXISTING CEILINGS TO REMAIN
- 0'-0" — CEILING HEIGHT AS NOTED
- EXHAUST FAN
- SMOKE DETECTOR
- (S) SPEAKER
- HEAT DETECTOR
- OCCUPANCY SENSOR
- HVAC SUPPLY DIFFUSER
- HVAC RETURN EXHAUST/ GRILLE
- WALLS/ PARTITIONS FULL HT. TO BOTTOM OF ROOF TRUSSES ABOVE W/ GYP. BOARD EA. FACE AND SOUND BATT INSULATION FULL HEIGHT

A201 Sheet Notes/ Numbers May Not Be Consecutive.

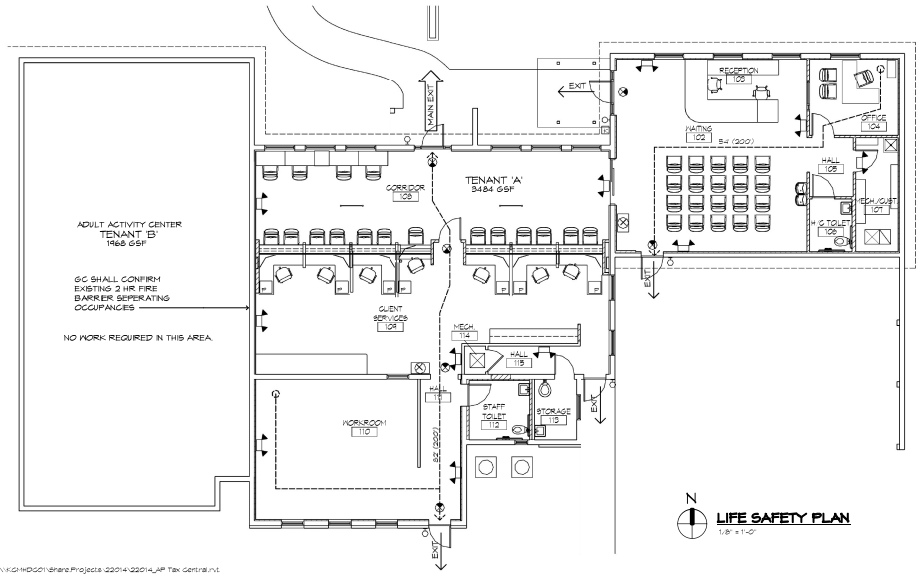
- 4105 Suspended acoustical tile ceiling.
- 4111 Provide new suspended ceiling grid/ title and fixtures in this area. Match existing.
- 4114 3 5/8 inch galvanized metal studs x 22 gauge at 16 inches o.c. Provide with 5/ 8 inch thick drywall both sides.
- 4116 New drywall header wall. Refer to detail.





PROVIDE TWO (2) HANGER WIRES AT DIAGONAL CORNERS OF TYPICAL LIGHT FIXTURES, HVAC DIFFUSERS/ GRILLES, SPEAKERS, AND THE LIKE INSTALLED IN SUSPENDED CEILING SYSTEM

TYPICAL SUSPENDED CEILING DETAIL
1" = 1'-0"



N

LIFE SAFETY PLAN
1/8" = 1'-0"

LIFE SAFETY LEGEND
(THIS LEGEND APPLIES TO ALL LIFE SAFETY PLANS)

- MAIN EXIT — MAIN BUILDING EXIT
- EXIT — ROOM OR AREA EXIT
- FIRE EXTINGUISHER (Wall bracket mounted)
- FIRE EXTINGUISHER IN SEMI-RECESSED CABINET
- SMOKE DETECTOR
- HEAT DETECTOR
- K — KNOX-BOX
- SURFACE MTD. EMERGENCY LIGHT
- EXIT LIGHT (TRAVEL DISTANCE: TD = XX (XXX); TD ALLOWABLE)
- EXTERIOR EMERGENCY LIGHT

OCCUPANT LOAD CALCULATION

BUSINESS 2123 GSF / 150 = 15 OCCUPANTS
ASSEMBLY 241 GSF / 7 SF = 35 OCCUPANTS
M/E/STO. = 100 GSF / 300 SF = 1 OCCUPANT
TOTAL = 51 OCCUPANTS

LIFE SAFETY NOTES

NFPA 101 - LIFE SAFETY CODE 8TH EDITION (2023)

EXISTING BUSINESS OCCUPANCY

COMMON PATH OF TRAVEL = 75 FT. MAX. (NFPA 34.2.5.2.3)
DEAD END CORRIDORS = 20 FT. MAX. (NFPA 34.2.5.3.2)
EXIT TRAVEL DISTANCE = 200 FT. MAX. (NFPA 34.2.6.2)
EMERGENCY LIGHTING IS NOT REQUIRED (NFPA 34.2.8.1)
FIRE ALARM SYSTEM IS NOT REQUIRED (NFPA 34.3.4.1)
FIRE SPRINKLER SYSTEM IS NOT REQUIRED
PORTABLE FIRE EXTINGUISHERS ARE REQUIRED. 75 FT. MAX. TRAVEL DISTANCE.
FIRE RATED CORRIDORS ARE NOT REQUIRED.

FBC - BUILDING 8TH EDITION (2023)

GROUP B - BUSINESS

THIS BUILDING IS NON SPRINKLED.
CONSTRUCTION TYPE V-B
2 STORIES ALLOWED / 1 STORY ACTUAL
9,000 GSF ALLOWED / 5,453 GSF ACTUAL
2 EXITS REQUIRED / 4 EXITS PROVIDED
EXIT ACCESS TRAVEL DISTANCE = 200 FT. MAX. (FBC TABLE 1017.2)
EXIT CORRIDORS SHALL BE ONE HOUR RATED (FIRE PARTITIONS) PER FBC TABLE 1020.2.
CORRIDOR WIDTH = 44" MIN. PER TABLE 1020.3
DEAD END CORRIDOR LENGTH = 20 FT. MAX. PER TABLE 1020.5

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REFLECTED CEILING PLAN

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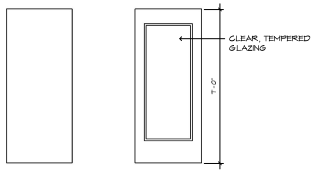
DOOR SCHEDULE

DOOR NO.	EXT.	INT.	FRAME MATERIAL	FRAME TYPE	HDWR. GROUP	U.L. RATING	NO. IN FRAME	DOOR TYPE	MAT.	HEIGHT	WIDTH	THICKNESS	COMMENTS
101	X							-	-				(1) (2)
102	X							-	-				(2)
103	X							-	-				(2)
104	X							-	-				(2)
105	X							-	-				(2)
106		X	HM	F1	1		1	F	WD	84	36	1 3/4	
107		X	HM	F1	2		1	F	WD	84	36	1 3/4	
108		X	HM	F1	3		1	F	WD	84	36	1 3/4	
109		X											REFER TO SPECIFICATIONS
110		X	HM	F1	4		1	FG	WD	84	36	1 3/4	
111		X											(2)
112		X											(2)
113		X	HM	F1	3		1	F	WD	84	36	1 3/4	

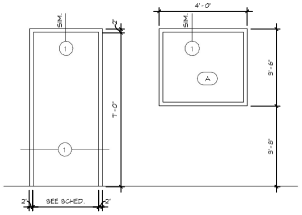
DOOR SCHEDULE LEGEND/ ABBREVIATIONS
AL = ALUMINUM
HM = HOLLOW STEEL (DOOR or FRAME)
WD = SOLID CORE WOOD

DOOR SCHEDULE NOTES

(1) REMOVE EXISTING EXTERIOR DOOR HANDLES AND EXTERIOR AUTOMATIC OPERATING FEATURE. DOOR SHALL NOT BE OPERATIONAL FROM THE EXTERIOR. THE INTERIOR AUTOMATIC OPERATING FEATURE SHALL REMAIN FUNCTIONAL.
(2) EXISTING DOOR TO REMAIN.



F FG

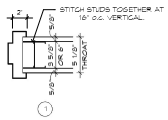


F1 F2

DOOR TYPES

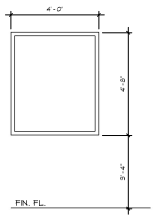
3/8" = 1'-0"

NOTE: REFER TO SCHEDULE FOR SIZES, MATERIALS AND GLASS TYPE.



HOLLOW STEEL FRAME PROFILES

1 1/2" = 1'-0"



SF1

STOREFRONT ELEVATIONS

3/8" = 1'-0"

(X) GENERAL NOTES - FRAMES/ DOORS

A. FIXED 1/4" TEMPERED CLEAR GLASS AT TYPICAL INTERIOR GLAZING SET IN HS GLAZING STOPS. CAULK ALL GLASS, FRAMES AND GLAZING STOPS.

HOLLOW STEEL FRAME ELEVATIONS

3/8" = 1'-0"

Room Finish Schedule

Rm. No.	Room Name	Floor	Base	Wall	Ceiling	Remarks
101	COVERED ENTRY	EG	--	--	--	
102	WAITING	CPT/LVT	V	PDW	BAG	
103	RECEPTION	LVT	V	PDW	BAG	
104	OFFICE	CPT	V	PDW	BAG	
105	HALL	CPT	V	PDW	BAG	
106	H/C TOILET	CMT	CT	PDW	BAG	
107	MECH./ELEC.	EG	V	PDW	PDW	
108	CORRIDOR	CPT	V	PDW	BAG (1)	
109	CLIENT SERVICES	CPT	V	PDW	BAG (1)	
110	WORKROOM	CPT	V	PDW	ETR	
111	HALL	CPT	V	PDW	ETR	
112	STAFF TOILET	CMT	CT	PDW	BAG (2)	
113	STORAGE	ETR	ETR	ETR	ETR	
114	MECH.	ETR	ETR	ETR	ETR	
115	HALL	CPT	V	PDW	BAG	

ALL FINISHES INDICATED ON THIS SCHEDULE SHALL BE NEW UNLESS NOTED OTHERWISE.

Room Finish Notes

ABBREVIATIONS

ETR = EXISTING TO REMAIN

FLOOR FINISH MATERIALS

CPT - CARPET TILE
CMT - CERAMIC TILE
CON - CONCRETE W/ SEALER
EG - EXPOSED CONCRETE
LVT - LUXURY VINYL TILE

BASE FINISH MATERIALS

CT - CERAMIC TILE BASE
V - VINYL COVE 4" HIGH

CEILING FINISH MATERIALS

PDW - PAINTED GYPSUM DRYWALL
BAG - SUSPENDED ACOUSTICAL CEILING/ GRID

WALL FINISH MATERIALS

PDW - PAINTED GYPSUM DRYWALL

NOTES

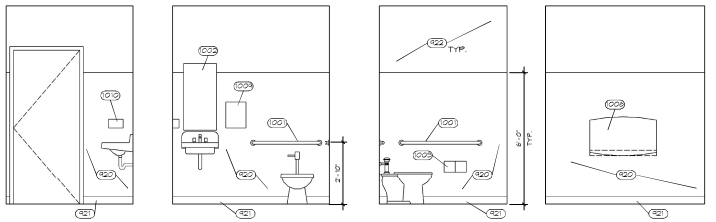
(1) NEW CEILING TILES TO BE INSTALLED IN EXISTING GRID.
(2) VERIFY CEILING HEIGHT TO MATCH EXISTING.

ALLOWANCES

1. PROVIDE AN ALLOWANCE OF $35/SY FOR NEW CARPET TILES, INCLUDING INSTALLATION. THE COST OF DEMOLITION SHALL BE INCLUDED IN THE BASE BID.

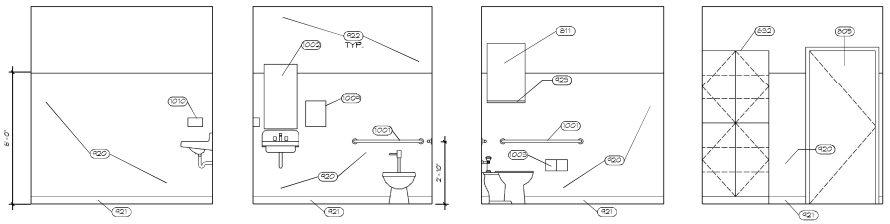
A601 Sheet Notes/ Numbers May Not Be Consecutive.

602 Millwork unit. Refer to details.
605 Door: Finish to match existing doors. See Door Schedule.
611 Existing window.
920 Ceramic tile wainscot.
921 Ceramic tile base.
922 Painted drywall.
923 Marble window sill.
1001 Provide pair of horizontal grab bars adjacent to water closet - typical in each H/C toilet stall. Provide 42 in. long grab bar on side wall located 12 in. from rear wall and 36 in. bar on rear wall set 4 in. out of corner of room. Mount both at 34 in. AFF to centerline.
1002 Framed 18 in. x 36 in. mirror centered over lavatory - typical. Mount with bottom of frame at 39 in. AFF.
1003 Wall mounted toilet tissue dispenser - typical at each water closet. Mount with centerline at 24 in. AFF and be in. (max.) from fixture wall.
1008 Baby changing table. Wall mounted.
1009 Paper towel dispenser.
1010 Soap dispenser.



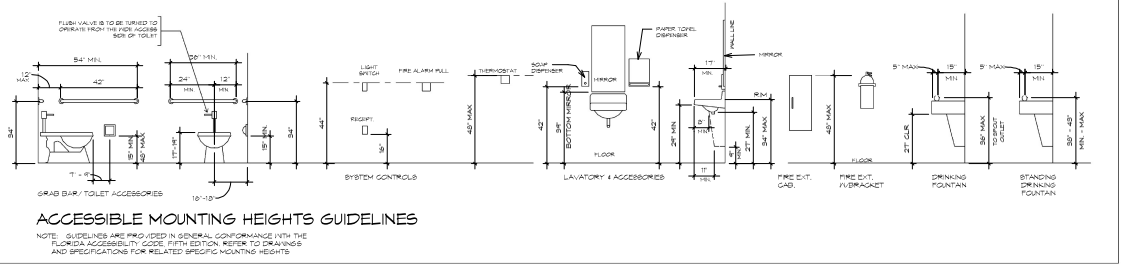
ELEVATIONS - H/C TOILET (105)

3/8" = 1'-0"



ELEVATIONS - STAFF TOILET (111)

3/8" = 1'-0"



GRAB BAR/ TOILET ACCESSORIES | SYSTEM CONTROLS | LAVATORY & ACCESSORIES

ACCESSIBLE MOUNTING HEIGHTS GUIDELINES

NOTE: GUIDELINES ARE PROVIDED IN GENERAL CONFORMANCE WITH THE FLORIDA ACCESSIBILITY CODE, FIFTH EDITION. REFER TO DRAWINGS AND SPECIFICATIONS FOR RELATED SPECIFIC MOUNTING HEIGHTS.

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BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
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116 E MAIN STREET
AVON PARK, FL 33825

DOOR ELEVATIONS AND SCHEDULE

REVISIONS

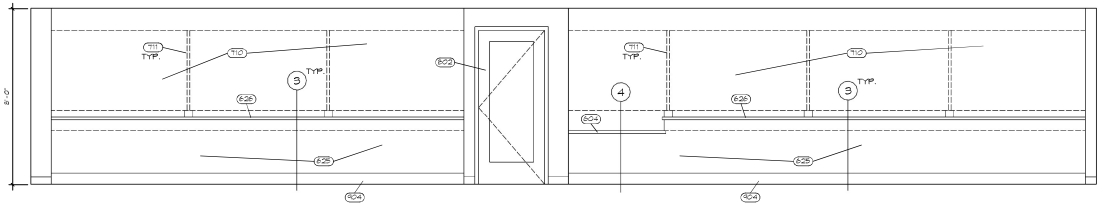
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A701 Sheet Notes/ Numbers May Not Be Consecutive.

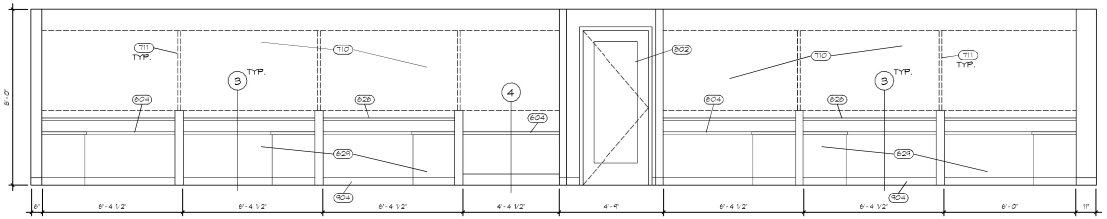
604 3/4 in. thick plywood countertop with 4 in. high backsplash. Cover all exposed surfaces with lam. plastic.
610 24 in. deep base cabinet. Construct of 3/4 in. thick plywood with one adjustable shelf and one 6 in. deep drawer. Cover with laminate plastic.
611 12 in. deep upper wall cabinet. Construct of 3/4 in. thick plywood with doors and one adjustable shelf. Cover all exposed surfaces with laminated plastic.
613 Open shelf unit with one mid-height fixed shelf and all other shelves adjustable. Provide with 4 inch high P.T. wood base. Cover all exposed surfaces with laminated plastic.
625 Face of base cabinet. Finish with laminated plastic.
626 Solid surface material countertop with matching edges.
627 16 in. deep storage cabinet. Construct with 3/4 in. thick plywood with doors and full depth adjustable shelves. Cover all exposed surfaces with laminated plastic.
628 24 in. deep base cabinet. Construct of 3/4 in. thick plywood. Cover with laminated plastic. Refer to details.
630 24 in. deep base cabinet. Construct of 3/4 in. thick plywood with one adjustable shelf. Cover with laminated plastic.
631 4 in. high solid surface backsplash to match countertop.
710 Tempered glass transaction screen.
711 Support post for transaction screen.
802 Wood door and frame. See Door Schedule.
804 Hollow metal borrowed lite frame/glazing.
810 Aluminum storefront window.
824 Continuous vinyl base.
1506 New custodial sink. Provide with stainless steel wall protection panels. Refer to Plumbing drawings.



M1 VIEW FROM CORRIDOR (107)

M2

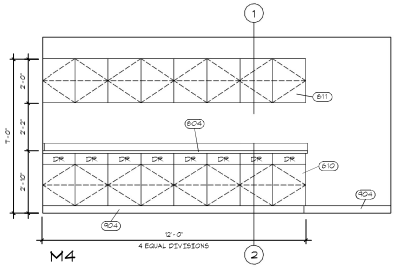
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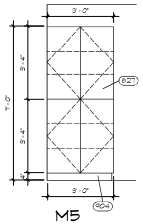
M3 VIEW FROM CLIENT SERVICES (108)

M2

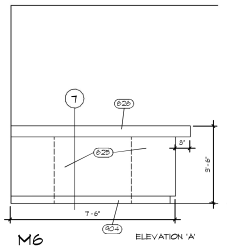
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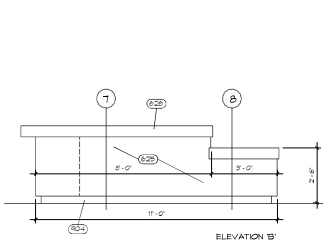
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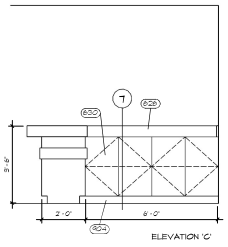
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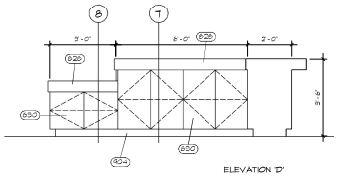
M6 ELEVATION 'A'



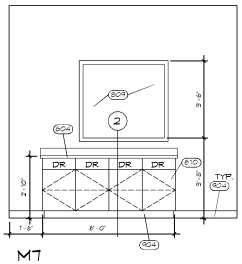
ELEVATION 'B'



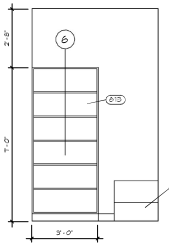
ELEVATION 'C'



ELEVATION 'D'

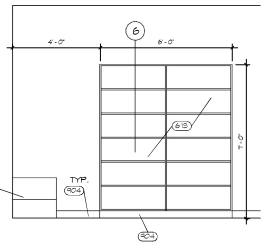


M7



M8

M10 16" DEEP



M9 12" DEEP

MILLWORK ELEVATIONS

3/8" = 1'-0"

BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET
AVON PARK, FL 33825

MILLWORK ELEVATIONS AND DETAILS

REVISIONS

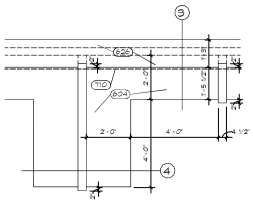
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CMHM ARCHITECTS INC.
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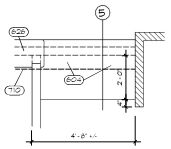
ARCHITECT
C. KEITH HUMMOUTT, AIA

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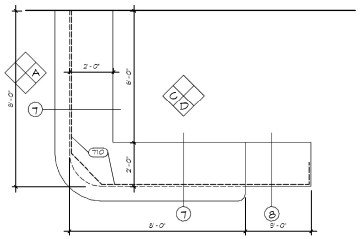
PLAN - M1 M3 - SIMILAR

3/8" = 1'-0"



PLAN - M2

3/8" = 1'-0"

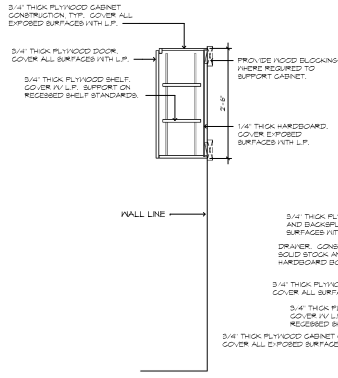


PLAN - M5

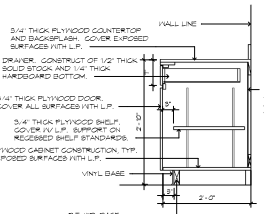
3/8" = 1'-0"

A702 Sheet Notes/ Numbers May Not Be Consecutive.

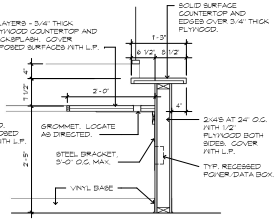
604	3/4 in thick plywood countertop with 4 in high backsplash. Cover all exposed surfaces with lam. plastic.
626	Solid surface material countertop with matching edges.
710	Tempered glass transaction screen.



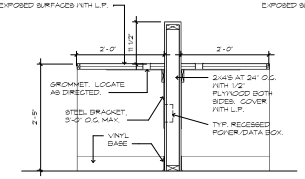
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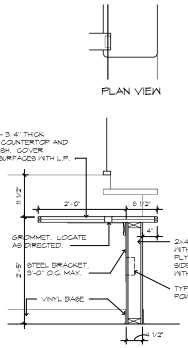
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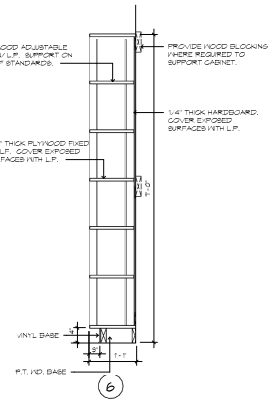
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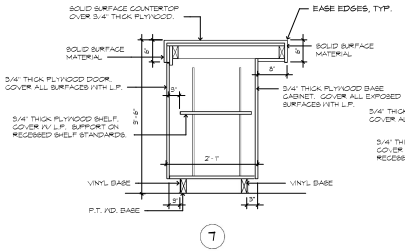
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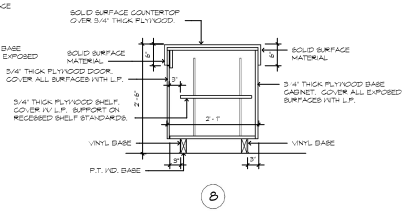
5



6



7



8

MILLWORK SECTIONS

3/4" = 1'-0"

BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET
AVON PARK, FL 33825

MILLWORK DETAILS

REVISIONS

CONSTRUCTION 03/01/2024

APPROVAL

REVIEW

CHECKED BY

A702

22014

ASSOCIATE

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DEMOLITION:

1. REMOVE EXISTING WIRING AND EQUIPMENT/DEVICES WHICH ARE NOT NECESSARY FOR THE FUNCTION OF NEW EQUIPMENT/DEVICES AND THE FUNCTIONS OF EXISTING EQUIPMENT/DEVICES REMAINING.
2. REMOVE ABANDONED WIRING ENTIRELY UNLESS NOTED AND REMOVE ACCESSIBLE RACEWAYS.
3. CUT, CAP AND PATCH OVER CONCEALED CONDUITS AT POINT OF EMERGENCE.
4. EXISTING EQUIPMENT AND MATERIALS THAT ARE REMOVED SHALL NOT BE REUSED EXCEPT WHERE SPECIFICALLY NOTED.
5. DISPOSE OF SCRAP AND DEBRIS. MAINTAIN ELECTRICAL CONTINUITY TO EQUIPMENT/DEVICES WHICH SHALL REMAIN.
6. CONTRACTORS SHALL BE GUIDED BY OWNER'S REPRESENTATIVE, THE ARCHITECT AND THE ENGINEER AS TO THE REQUIREMENT FOR THE REMOVAL OF EQUIPMENT/ DEVICES WHICH MAY NOT BE INDICATED.
7. REMOVE EXISTING WIRING DEVICES AS REQUIRED FOR THE REMOVAL OF WALLS AND/OR THE INSTALLATION OF NEW WALL FINISHES.
8. WHERE DEVICES ARE REMOVED, CONTRACTOR SHALL ALSO REMOVE OUTLET BOX, CONDUCTORS, CONDUIT AND MOUNTING HARDWARE. EXCEPTION TO THIS REQUIREMENT MAY BE WHERE CONTRACTOR PROPOSES TO RE-USE CONDUIT CONCEALED OR OUTLET BOX RECESSED IN EXISTING WALL OR FLOOR SLAB FOR NEW WORK IF APPROVED IN ADVANCE BY THE ARCHITECT/ENGINEER
9. WHERE WALLS ARE TO BE REMOVED CONTRACTOR SHALL REMOVE EXISTING RECEPTACLES, DATA/TELEPHONE OUTLETS, CONDUIT, WIRING, ETC. REMOVE CONDUCTORS BACK TO PANEL AND CIRCUIT BREAKER MADE SPARE. CONTRACTOR SHALL MAINTAIN CONTINUITY TO EXISTING RECEPTACLES REMAINING. SEE ARCHITECTURAL DRAWINGS FOR WALLS TO BE REMOVED.
10. WHERE EXISTING RECEPTACLES ARE TO BE REMOVED FROM PARTITIONS BEING REMOVED, CONTRACTOR SHALL MAINTAIN SERVICE TO REMAINING OUTLETS.
11. EXIT LIGHTING FIXTURES AND EMERGENCY LIGHTING UNITS SHALL BE CHECKED FOR PROPER OPERATION OF BATTERY BACK-UP. CONTRACTOR SHALL REPLACE FAULTY BATTERIES AND LAMPS AS REQUIRED.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE AND THE 2020 NATIONAL ELECTRICAL CODE. WORK SHALL ALSO COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF LAWS AND ORDINANCES.
2. CONTRACTOR SHALL MAKE A THOROUGH EXAMINATION OF THE SITE AND THE CONTRACT DOCUMENTS. NO CLAIM FOR EXTRA COMPENSATION WILL BE RECOGNIZED IF DIFFICULTIES ARE ENCOUNTERED WHICH AN EXAMINATION OF SITE CONDITIONS AND CONTRACT DOCUMENTS PRIOR TO EXECUTING CONTRACT WOULD HAVE REVEALED.
3. ELECTRICAL CONTRACTOR SHALL ARRANGE FOR ALL NECESSARY PERMITS, LICENSES, UTILITY COORDINATION, AND INSPECTIONS AS REQUIRED BY THE CITY OR UTILITY COMPANY. CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT REQUIRED BY UTILITY COMPANY AND SHOULD INCLUDE NECESSARY COSTS IN BID.
4. CONTRACTOR SHALL LEGIBLY MARK-UP A SET OF 24"x36" DRAWINGS TO REFLECT AS-BUILT CONDITIONS, AND TURN OVER TO ARCHITECT. WITHIN 30 DAYS AFTER THE DATE OF PROJECT ACCEPTANCE. RECORD DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE OWNER PER FBC ENERGY CODE C405.5.4.1.
5. AN OPERATING MANUAL AND MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER PER FBC ENERGY CODE C405.5.4.2. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING
   - SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
   - OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
   - NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.
6. ALL EQUIPMENT INSTALLED SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) AND/OR LISTED AND LABELED AS AN ASSEMBLY BY AN NRTL PER NEC ARTICLE 90.7.

WIRE/RACEWAY:

1. ALL CONDUCTORS SHALL BE COPPER, CONDUCTOR INSULATION SHALL BE DUAL TYPE THHN/THWN 75°C. (167°F) FOR DRY, DAMP, AND WET LOCATIONS. CONDUCTOR INSULATION WITH SINGLE TYPE MARKING THHN 90°C (194°F) MAY BE USED FOR DRY LOCATIONS ONLY. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

   A) GROUND LEADS: GREEN

   B) 120/240 VOLT UNGROUNDED PHASE WIRES:
      PHASE A: BLACK
      PHASE B: RED
      NEUTRAL: WHITE

   THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY CONSISTENTLY FOLLOWED THROUGHOUT.
2. THE CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS COMBINED SHALL BE SIZED FOR A MAXIMUM OF 5 PERCENT VOLTAGE DROP TOTAL PER FBC C405.5.3.
3. ALL INTERIOR BUILDING CONDUCTORS SHALL BE RUN IN THIN WALL CONDUIT AND THIN WALL CONDUIT SHALL BE UNDERWRITERS' APPROVED GALVANIZED ELECTRICAL METALLIC TUBING. COUPLINGS AND CONNECTORS SHALL BE STEEL COMPRESSION TYPE, ZINC OR CADMIUM PLATED. BELOW GRADE CONDUITS SHALL BE SCHEDULE 40 PVC WITH RIGID METAL ELBOWS AND RISERS. RIGID METAL CONDUIT BELOW GRADE OR IN CONCRETE SHALL BE COATED WITH BITUMASTIC OR OR SLEEVED WITH 10 MIL POLYETHYLENE. SITE CONDUITS SHALL BE ROUTED AT 36" BELOW GRADE AND CONDUITS ROUTED BELOW BUILDINGS SHALL BE AT 36". EXTERIOR CONDUITS SHALL BE RIGID GALVANIZED STEEL.
4. COMBINING OF CIRCUITS IN SAME RACEWAY, OTHER THAN THOSE INDICATED ON DRAWINGS, WILL NOT BE PERMITTED.
5. ALL RACEWAYS SHALL BE PROPERLY ALIGNED, GROUPED, AND SUPPORTED BY MECHANICAL TYPE "CADDY" CLIPS AT INTERVALS NOT EXCEEDING 8 FEET.
6. ALL RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR RECEPTACLES, LIGHTING FIXTURES AND SIMILAR CIRCUITS SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM INCLUDING WALL SWITCHES AND FLEXIBLE CONDUIT TO LIGHT FIXTURES. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS. GROUND CONDUCTORS SHALL BE CONNECTED TO GROUND BUSS IN PANELBOARDS.
7. RACEWAY PENETRATIONS OF FIRE RATED WALLS AND/OR FLOORS SHALL BE SEALED TO MAINTAIN INTEGRITY OF CONSTRUCTION. ALL PRODUCTS, MATERIALS AND METHODS OF INSTALLATION SHALL BE UL APPROVED AND MEET NFPA.

GROUNDING:

1. THE ENTIRE ELECTRICAL SYSTEM SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY NATIONAL ELECTRICAL CODE. ALL METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS AND EQUIPMENT.

OUTLET BOXES/DEVICES:

1. COORDINATE DEVICE AND COVER PLATE COLORS WITH ARCHITECT.
2. ALL OUTLET BOXES SHALL BE RIGIDLY MOUNTED AND SHALL BE EQUIPPED WITH SUITABLE SCREW FASTENED COVERS. OPEN KNOCKOUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH SUITABLE BLANKING DEVICE.
3. OUTLET BOXES SHALL BE 4 INCH SQUARE x 2-1/8" DEEP. OUTLET BOXES LOCATED ABOVE THE CEILING SHALL BE LEGIBLY IDENTIFIED WITH BRANCH CIRCUIT NUMBER OF CIRCUIT TERMINATED WITHIN BY MEANS OF BLACK PERMANENT MARKER.
4. RECEPTACLES WITHIN (6) FEET OF A SINK SHALL HAVE GFCI PROTECTION.

SWITCHGEAR:

1. DISCONNECT SWITCHES SHALL BE HEAVY-DUTY TYPE AND MANUFACTURED MANUFACTURED BY SQUARE 'D' COMPANY OR APPROVED EQUALS EATON OR SIEMENS. FUSES SHALL BE DUAL ELEMENT, CARTRIDGE TYPE. FUSES SHALL BE BY ONE MANUFACTURER: BUSSMAN "FUSETRON" OR CHASE-SHAWMUT "TRONIC.
2. INSTALL ENGRAVED PLASTIC-LAMINATE LABELS ON EACH MAJOR UNIT OF ELECTRICAL EQUIPMENT IDENTIFYING PANELBOARD NAME OR EQUIPMENT SERVING. EXAMPLES ARE, PANELBOARDS, DISCONNECT SWITCHES, AND MOTOR STARTERS, I.E. LABELS SHALL BE 1/16" THICK BLACK PLASTIC LAMINATE WITH 3/8" WHITE CORE PUE LETTERS.
3. PANELBOARD DIRECTORY CARDS SHALL BE TYPEWRITTEN WITH ACCURATE AND CURRENT INFORMATION BY THE CONTRACTOR AT THE END OF CONSTRUCTION.
4. ALL MULTI-WIRE BRANCH CIRCUIT BREAKERS ARE TO BE TIED TOGETHER BY AN IDENTIFIED HANDLE-TIE OR BY A COMMON TRIP CIRCUIT BREAKER PER NEC SECTION 210.4(B).
5. EACH MULTI-WIRE BRANCH CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES PER NEC ARTICLE 210.4(B).
6. ARC ENERGY REDUCTION IS REQUIRED WHERE THE TRIP UNIT IN A CIRCUIT BREAKER IS RATED OR CAN BE ADJUSTED TO 1200 AMPS OR HIGHER.
7. PROVIDE ARC FLASH WARNING LABELS ON ALL SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS THAT REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED PER NEC ARTICLE 110.16(A). SERVICES SIZED 1200 AMPS AND LARGER SHALL REQUIRE A PERMANENT LABEL AND SHALL CONTAIN THE INFORMATION REQUIRED BY NEC ARTICLE 110.16(B).

LIGHTING FIXTURES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE IN ALL RESPECTS ALL LIGHTING FIXTURES LISTED IN THE FIXTURE SCHEDULE.
2. THE CONTRACTOR SHALL SUBMIT CATALOG CUTS OF ALL THE FIXTURES TO THE ARCHITECT. THESE CUTS SHALL BE SUBMITTED IMMEDIATELY AFTER THE CONTRACTOR HAS RECEIVED AN APPROVED MATERIAL LIST FROM THE ARCHITECT.
3. LED FIXTURES SHALL HAVE 3500K COLOR TEMP.
4. LED DRIVERS SHALL COMPLY WITH UL STANDARD UL1012 AND SHALL HAVE CLASS A SOUND RATING.
5. ALL FIXTURES SHALL BE PROPERLY AND CAREFULLY SUPPORTED AND ALIGNED, AND THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY STEEL SHAPES, ETC., FOR SUPPORT OF FIXTURES AS REQUIRED AND DETAILED ON THE DRAWINGS. PROVIDE JUNCTION BOX STEM MOUNTED FROM DECK TO SUPPORT ALL CEILING MOUNTED EXIT LIGHTS.
6. COORDINATE ALL LOCATIONS OF LIGHTING FIXTURES WITH ARCHITECTURAL DRAWINGS.

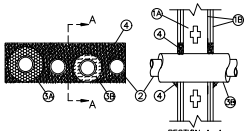
LIGHTING CONTROL:

1. PRIOR TO PASSING FINAL INSPECTION, THE CONTRACTOR SHALL HIRE AN APPROVED AGENCY, AND THEY SHALL PROVIDE EVIDENCE THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS. FUNCTIONAL TESTING SHALL BE IN ACCORDANCE WITH SECTIONS C408.3.1.1 THROUGH C408.3.1.3 FOR THE APPLICABLE CONTROL TYPE. CONTRACTOR SHALL SUBMIT REPORT TO THE REGISTERED DESIGN PROFESSIONAL FOR REVIEW.
2. DOCUMENTS CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET DOCUMENTED PERFORMANCE CRITERIA OF SECTION C405 ARE TO BE PROVIDED TO THE BUILDING OWNER'S AUTHORIZED AGENT AND PROVIDED TO THE CODE OFFICIAL WITHIN 90 DAYS FROM THE DATE OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY PER FBC ENERGY CODE C408.3.2.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING LOCATIONS OF ALL UNITS AND CUT SHEETS FOR ALL DEVICES.

RATED THRU WALL PIPE PENETRATION

NTS

System No.W-L-8010
May 19, 2005
F Ratings - 1 & 2 Hr (See Item 1)
T Ratings - 1/4, 3/4, 1, 1-1/2 and 1-3/4 Hr (See Items 2 & 3)



SECTION A-A

1. Wall Assembly – The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400 or V400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:

   A. Studs – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 in. by 4 in. (51 mm to max 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-5/8 in. (92 mm) wide and spaced max 24 in. (610 mm) OC.

   B. Gypsum Board* – Nom 5/8 in. (16 mm) thick gypsum wallboard, as specified in the individual Wall and Partition Design. Max area of opening is 65-1/4 sq in. (421 cm2) with max dimension of 14-1/2 in. (368 mm).

The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly.

2. Through Penetrants – A max of four pipes, conduits or tubing to be installed within the opening. The space between pipes, conduits or tubing shall be min 1/2 in to max 1-5/16 in. (13 mm to max 33 mm). The space between pipes, conduits or tubing and periphery of opening shall be min 1-3/16 in. (30 mm) for uninsulated copper tubes and copper pipes (Items 2C and 2D) and 0 in. (point contact) for insulated copper tubes and copper pipes and insulated steel pipes and conduit (Item 2B). The space between pipes, conduits or tubing and periphery of opening shall be max 1-5/16 in. (33 mm). Pipe, conduit or tubing to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

   A. Steel Pipe – Nom 2 in. (51 mm) diam (or smaller) Schedule 5 (or heavier) steel pipe.
   B. Conduit – Nom 2 in. (51 mm) diam (or smaller) steel electrical metallic tubing or steel conduit.
   C. Copper Tubing – Nom 2 in. (51 mm) diam (or smaller) Type L (or heavier) copper tubing.
   D. Copper Pipe – Nom 2 in. (51 mm) diam (or smaller) Regular (or heavier) copper pipe.

When uninsulated steel pipe or conduit is used, T Rating is 3/4 hr and 1-1/2 hr for 1 and 2 hr rated assemblies, respectively.
When uninsulated copper tubing or pipe is used, T Rating is 1/4 hr for both 1 and 2 hr rated assemblies.

3A. Pipe Covering* (Optional) – Nom 1 in. (25 mm) hollow cylindrical heavy density glass fiber units jacketed on the outside with an all service jacket. Longitudinal joints sealed with metal fasteners or factory-applied self-sealing lap tape. Transverse joints secured with metal fasteners or with butt tape supplied with the product.

See Pipe and Equipment Covering - Materials * (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.

When pipe covering is used on all through penetrants, T Rating is 1 hr and 1-3/4 hr for 1 and 2 hr rated assemblies, respectively.

3B. Tube Insulation - Plastics* (Optional) – Nom 3/4 in. (19 mm) thick acrylonitrile butadiene/polyvinyl chloride (AB/PVC) flexible foam furnished in the form of tubing.

See Plastics (QMFZ2) category in the Recognized Component Directory for names of manufacturers. Any Recognized Component tube insulation material meeting the above specifications and having a UL94 Flammability Classification of 94-5VA may be used.

When tube insulation is used on all through penetrants, T Rating is 3/4 hr and 1-1/2 hr for 1 and 2 hr rated assemblies, respectively.

4. Fill, Void or Cavity Material* - Caulk or Sealant – Min 5/8 in. or 1-1/4 in. (16 mm or 32 mm) thickness of fill material, for 1 or 2 hr walls, respectively, applied within the annulus, flush with both surfaces of wall. At point contact locations, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the wall/pipe and wall/pipe insulation interface on both surfaces of wall.

3M COMPANY – CP 25WB+, IC 15WB+ caulk or FB-3000 WT sealant

5. Fill, Void or Cavity Materials* - Wrap Strip (Not Shown) – Min one layer of 2 in. (51 mm) wide, nom 1/4 in. (6 mm) thick intumescent elastomeric material faced on one side with aluminum foil, required only when tube insulation (Item 3B) is used in 2 hr rated assemblies. Wrap strip tightly wrapped around tube insulation (foil side exposed) within the opening on both sides of the wall, flush with both surfaces of the wall assembly.

3M COMPANY – FS-195+

#Bearing the UL Recognized Component Mark
*Bearing the UL Classification Marking

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	MOUNTING
	2'x4' TROFFER LIGHT FIXTURE	SEE FIXTURE SCHEDULE
o	DOWN LIGHT	SEE FIXTURE SCHEDULE
	EMERGENCY LIGHTING WALL PACK	SEE FIXTURE SCHEDULE
	EXIT LIGHT WITH BATTERY PACK	SEE FIXTURE SCHEDULE
	QUAD RECEPTACLE (20A., 125V.)	M.H. 18" TO CENTERLINE
	DUPLEX RECEPTACLE (20A., 125V.)	M.H. 18" TO CENTERLINE
	DUPLEX RECEPTACLE (20A., 125V.)	M.H. 48" TO CENTERLINE UNLESS OTHERWISE NOTED
▽	DENOTES TELEPHONE/DATA 4" SQ. RECESSED OUTLET BOX WITH (1) 3/4" CONDUIT ROUTED TO ABOVE NEAREST ACCESSIBLE CEILING AND TERMINATED WITH INSULATING BUSHING.	M.H. 18" TO CENTERLINE UNLESS OTHERWISE NOTED
▼	DENOTES TELEPHONE/DATA 4" SQ. RECESSED OUTLET BOX WITH (1) 3/4" CONDUIT ROUTED TO ABOVE NEAREST ACCESSIBLE CEILING AND TERMINATED WITH INSULATING BUSHING.	M.H. 48" TO CENTERLINE UNLESS OTHERWISE NOTED
N.L.	DENOTES NIGHT LIGHT.	
GFI	DENOTES GROUND FAULT INTERRUPTER TYPE RECEPTACLE	
WR	DENOTES WEATHER-RESISTANT RECEPTACLE	
WP	DENOTES RECEPTACLE WITH DIECAST ALUMINUM "IN-USE" COVER.	
EX	DENOTES DEVICE EXISTING TO REMAIN.	
ER	DENOTES DEVICE EXISTING TO BE RELOCATED AS SHOWN.	
J / J	JUNCTION BOX OR OUTLET BOX, 4" SQUARE BOX UNLESS OTHERWISE NOTED	ABOVE CEILING / WALL
	FUSED DISCONNECT SWITCH	M.H. 6'-6" MAX. TO TOP
	120/240V. 1Ø, 3W. POWER PANELBOARD	M.H. 6'-6" MAX. TO TOP
	LOW VOLTAGE CABLE	SUPPORT EVERY 4FT ABOVE CEILING
	RACEWAY CONCEALED IN WALL OR CEILINGS	SEE GENERAL NOTES
	RACEWAY CONCEALED UNDER FLOOR OR BENEATH GRADE	SEE GENERAL NOTES
	RACEWAY SURFACE MOUNTED ON WALL OR CEILING	SEE GENERAL NOTES
L1-1,3	HOMERUN TO PANEL, LETTERS INDICATE PANEL, NUMBERS INDICATE CIRCUIT. NOTE: ANY CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A TWO WIRE & EQUIP. GROUND CIRCUIT. A GREATER NUMBER OF WIRES IS INDICATED AS SHOWN: (3 WIRES & EQUIPMENT GROUND), (4 WIRES & EQUIPMENT GROUND), ETC.	AS NOTED

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NO.	MOUNTING	VOLT	LAMP	REMARKS
A	METALUX	24EN-LD2-45-UNV-L835-CD1-U	LAY-IN GRID	UNV	38W LED	DIMMABLE 2X4 LED FIXTURE
B	EATON	RL560-12927	RECESSED	UNV	18W LED	6" DIA DIMMABLE DOWNLIGHT
C	METALUX	4SWLED-LD5-37SL-LC-UNV-L835-CD1-U	SUSPENDED	UNV	28W LED	LED STRIP FIXTURE
DE	LITHONIA	WSR LED-P1-40K-SR4-MVOLT-E10WH	SURFACE WALL	UNV	20W LED	LED WALL PACK WITH EMERGENCY DRIVER
EM	BEGHELLI	XMR-S1	SURFACE WALL, 7'-6" AFF	120	LED	EMERGENCY LIGHTING WALL PACK
X	SURELITES	EUX7-R-SD	SURFACE CEILING OR WALL AS SHOWN	120	LED	BRUSHED ALUMINUM BASE, EDGEUT EXIT SIGN WITH BATTERY BACKUP

EXISTING PANEL A

VOLTAGE 120 / 240 V, PHASE 1 PH, 3 W, SIZE 150A MLO, 150A BUS, CABINET EXISTING, RATING EXISTING, NEMA-1, AIC RATED

NOTES	REMARKS	CKT. BKR. AMPS	P	VA PHASE LOAD A	VA PHASE LOAD B	CKT. #	BUS A	BUS B	CKT. #	VA PHASE LOAD A	VA PHASE LOAD B	CKT. BKR. AMPS	P	REMARKS	NOTES
EB	LIGHTS	20	1	380		1	X		2			20	1	EXISTING/EXISTING	EB
EB	LIGHTS	20	1		998	3		X	4			20	1	EXISTING/EXISTING	EB
EB	LIGHTS	20	1	342		5	X		6			20	1	EXISTING/EXISTING	EB
EB	LIGHTS	20	1		190	7		X	8			20	1	EXISTING/EXISTING	EB
EB	LIGHTS	20	1	118		9	X		10			20	1	EXISTING/EXISTING	EB
EB	RECEPS	20	1		540	11		X	12			20	1	EXISTING	EB
EB	RECEPS	20	1	1380		13	X		14			20	1	EXISTING	EB
EB	RECEPS	20	1		1440	15		X	16			20	1	EXISTING/EXISTING	EB
EB	RECEPS	20	1	1260		17	X		18			20	1	EXISTING	EB
EB	RECEPS	20	1		540	19		X	20			20	1	EXISTING	EB
EB	EXISTING	20	1			21	X		22			20	1	EXISTING	EB
EB	EXISTING	20	1			23		X	24			30	2	SURGE PROTECTION	EB
EB	EXISTING	20	1			25	X		26						
EB	EXISTING	20	1			27		X	28			20	1	EXISTING	EB
EB	EXISTING	20	1			29	X		30			20	1	EXISTING	EB
	TOTAL			3180	3698							TOTAL			

NB = NEW BREAKER SHALL BE COMPATIBLE WITH EXISTING PANELBOARD AND SHALL MATCH PANELBOARD AIC RATING.
EB = REUSE EXISTING BREAKER.

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING	2018	1.25	2523
COOLING			
HEATING			
RECEPTACLE	4860	1.00	4860
MISCELLANEOUS			
LARGEST MOTOR			
TOTAL DEMAND LOAD		7383 VA	
TOTAL DEMAND AMPS		39.8 A	

NOTES:
1. EXISTING CONDITIONS ARE ESTIMATED BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR TO VERIFY EXISTING CONDITIONS.
2. CONTRACTOR IS RESPONSIBLE FOR UPDATING ALL PANEL SCHEDULES WITH CURRENT DESCRIPTIONS OF ALL BRANCH CIRCUIT DESIGNATIONS.

EXISTING PANEL B

VOLTAGE 120 / 240 V, PHASE 1 PH, 3 W, SIZE 125A MLO, 125A BUS, CABINET EXISTING, RATING EXISTING, NEMA-1, AIC RATED

NOTES	REMARKS	CKT. BKR. AMPS	P	VA PHASE LOAD A	VA PHASE LOAD B	CKT. #	BUS A	BUS B	CKT. #	VA PHASE LOAD A	VA PHASE LOAD B	CKT. BKR. AMPS	P	REMARKS	NOTES
EB	LIGHTS	20	1	380		1	X		2	500		20	1	RECEPS	EB
EB	LIGHTS	20	1		170	3		X	4		540	20	1	RECEPS	EB
EB	RECEPS	20	1	720		5	X		6	2160		30	2	CU-1	NB
EB	AUTOMATIC DOOR	20	1		200	7		X	8		2160				
NB	AHU-1	30	2	3600		9	X		10	2250		30	2	EWH-1	NB
					3600	11		X	12		2250				
NB	EF-3	20	1	82		13	X		14	1680		20	1	RECEPS	EB
GF	WATER FOUNTAIN	20	1		360	15		X	16		540	20	1	RECEPS	EB
	TOTAL			4782	4330					6390	5490	TOTAL			

NB = NEW BREAKER SHALL BE COMPATIBLE WITH EXISTING PANELBOARD AND SHALL MATCH PANELBOARD AIC RATING.
EB = REUSE EXISTING BREAKER.
GFI = NEW GROUND FAULT INTERRUPTER TYPE CIRCUIT BREAKER.

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING	550	1.25	688
COOLING	11520	1.00	11520
HEATING	7200		
RECEPTACLE	4140	1.00	4140
MISCELLANEOUS	4782	1.00	4782
LARGEST MOTOR			
TOTAL DEMAND LOAD		21130 VA	
TOTAL DEMAND AMPS		58.0 A	

NOTES:
1. EXISTING CONDITIONS ARE ESTIMATED BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR TO VERIFY EXISTING CONDITIONS.
2. CONTRACTOR IS RESPONSIBLE FOR UPDATING ALL PANEL SCHEDULES WITH CURRENT DESCRIPTIONS OF ALL BRANCH CIRCUIT DESIGNATIONS.

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TELEPHONE 863.688.8881 | cmhm.com

BID DOCUMENTS

TAX COLLECTORS OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

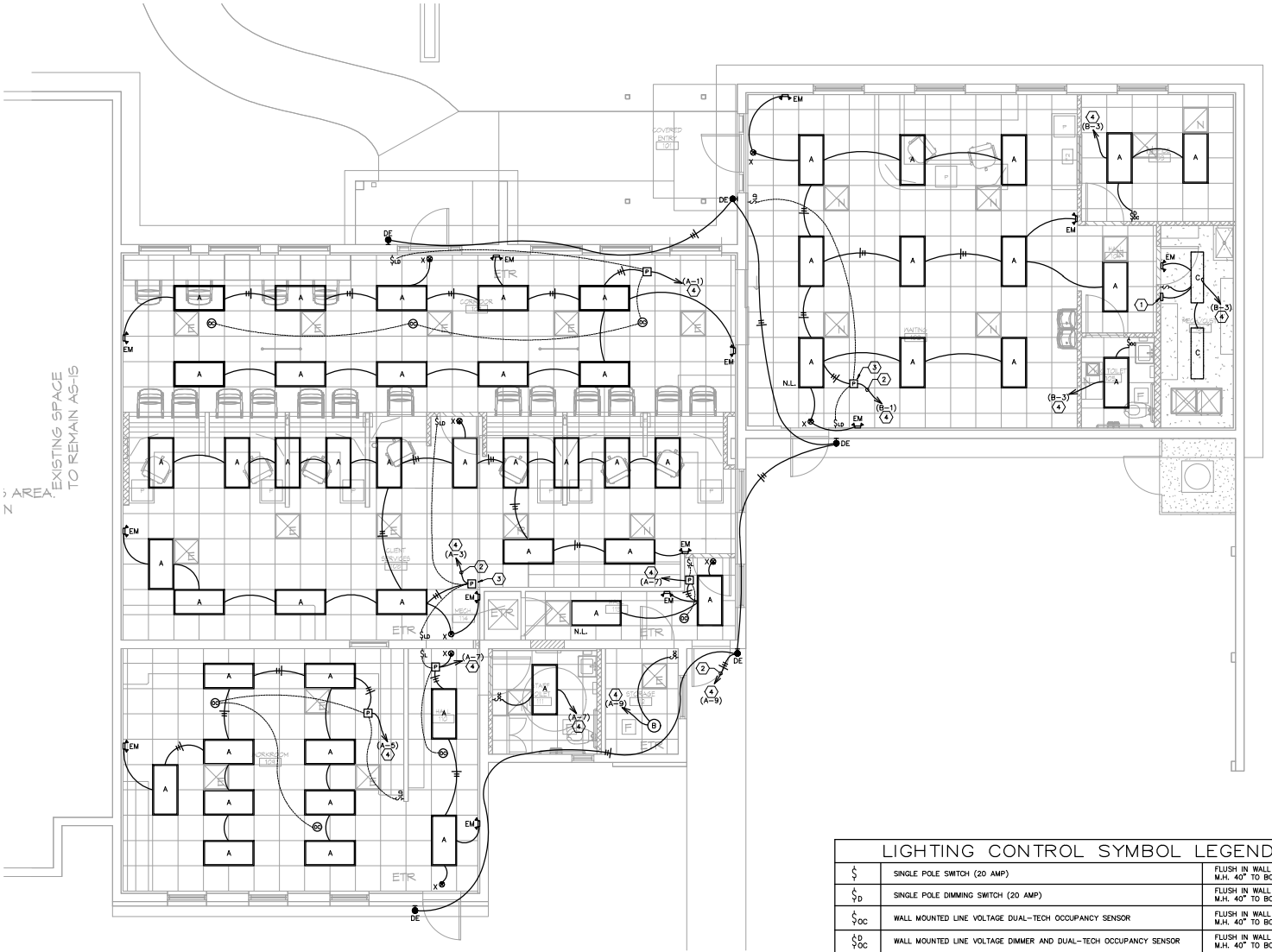
ELECTRICAL GENERAL NOTES & SYMBOL LEGEND

REVISIONS

CONSTRUCTION 03/01/24
APPROVAL
REVISION
CHECKED BY DJN

E101
22014

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL. BRADENTON FL 34212
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ENGINEERING



LIGHTING PLAN

SCALE: 1/4" = 1'-0"

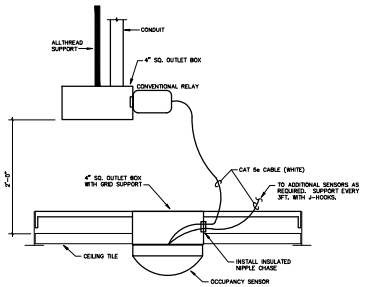
GENERAL NOTES:

A. CONNECT EMERGENCY LIGHTING BATTERY PACKS, NIGHT LIGHTS AND EXIT LIGHTS TO UNSWITCHED LEG OF LIGHTING CIRCUIT.

B. ALL WALL MOUNTED OCCUPANCY SENSORS REQUIRE NEUTRAL WIRE CONNECTION.

DRAWING NOTES:

1. 8 RELAY LIGHTING CONTROL PANEL WITH EXTERIOR PHOTOCELL CONNECTIONS.
2. ROUTE CIRCUIT VIA LIGHTING CONTROL PANEL.
3. ROUTE LOW VOLTAGE CAT 6 CABLE TO LIGHTING CONTROL PANEL TO OVERRIDE ON RELAY FOR 2 HOURS. RELAY SHALL HAVE TIMECLOCK/CONTROL PANEL OUTPUT CONTROL.
4. CONNECT TO EXISTING 120V LIGHTING CIRCUIT MADE AVAILABLE BY DEMOLITION. LISTED CIRCUIT IS SUGGESTIVE AND SHOULD BE VERIFIED WITH EXISTING CONDITIONS.



OCCUPANCY SENSOR CEILING MOUNT DETAIL

NOT TO SCALE

OCCUPANCY SENSOR SETTING NOTE:

1. ALL SENSORS IN EGRESS AREAS SHALL BE SET AT 20 MINUTES. COORDINATE REMAINING SENSOR SETTINGS WITH FACILITIES MANAGER.
2. CONTRACTOR TO SUBMIT MANUFACTURER'S SHOP DRAWINGS (1/4" SCALE) SHOWING DEVICES LOCATIONS AND DESCRIPTIONS.

LIGHTING CONTROL SYMBOL LEGEND

$	SINGLE POLE SWITCH (20 AMP)	FLUSH IN WALL M.H. 40" TO BOTTOM
$D	SINGLE POLE DIMMING SWITCH (20 AMP)	FLUSH IN WALL M.H. 40" TO BOTTOM
$OC	WALL MOUNTED LINE VOLTAGE DUAL-TECH OCCUPANCY SENSOR	FLUSH IN WALL M.H. 40" TO BOTTOM
$D OC	WALL MOUNTED LINE VOLTAGE DIMMER AND DUAL-TECH OCCUPANCY SENSOR	FLUSH IN WALL M.H. 40" TO BOTTOM
$# LD	LOW VOLTAGE, LED DIMMER CONTROL. # DENOTES AMOUNT OF CONTROL ZONES.	FLUSH IN WALL M.H. 40" TO BOTTOM
OC	LOW VOLTAGE CEILING MOUNTED DIRECTIONAL OCCUPANCY SENSOR	CEILING SURFACE
P D #	DIGITAL OCCUPANCY SENSOR POWER PACK RELAY (D) DENOTES DIMMING CAPABILITY. # DENOTES AMOUNT OF CONTROL ZONES.	ABOVE OR SURFACE CEILING

LIGHTING CONTROL NOTES:

1. WALL MOUNTED OCCUPANCY SENSOR/CONTROL BUTTON UNITS SHALL BE PROGRAMMED FOR MANUAL "ON" BY BUTTON ONLY. AUTOMATIC OFF BY OCCUPANCY SENSOR WITHIN 20 MINUTES OF OCCUPANT LEAVING SPACE. BUTTON SHALL ALSO OVERRIDE LIGHTS "OFF".
2. SUPPLY/INSTALL NETWORK TIMECLOCK TO CONNECT TO ALL DIMMER RELAYS SHOWN. TIMECLOCK FUNCTIONS SHALL COMPLY WITH FBC ENERGY CONSERVATION SECTION C405.2.2.1. PROVIDE/INSTALL ALL NECESSARY NETWORK WIRING, POWER, LOW VOLTAGE CABLING, ETC. TO SUPPORT SYSTEM.

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BID DOCUMENTS

TAX COLLECTORS OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

LIGHTING PLAN

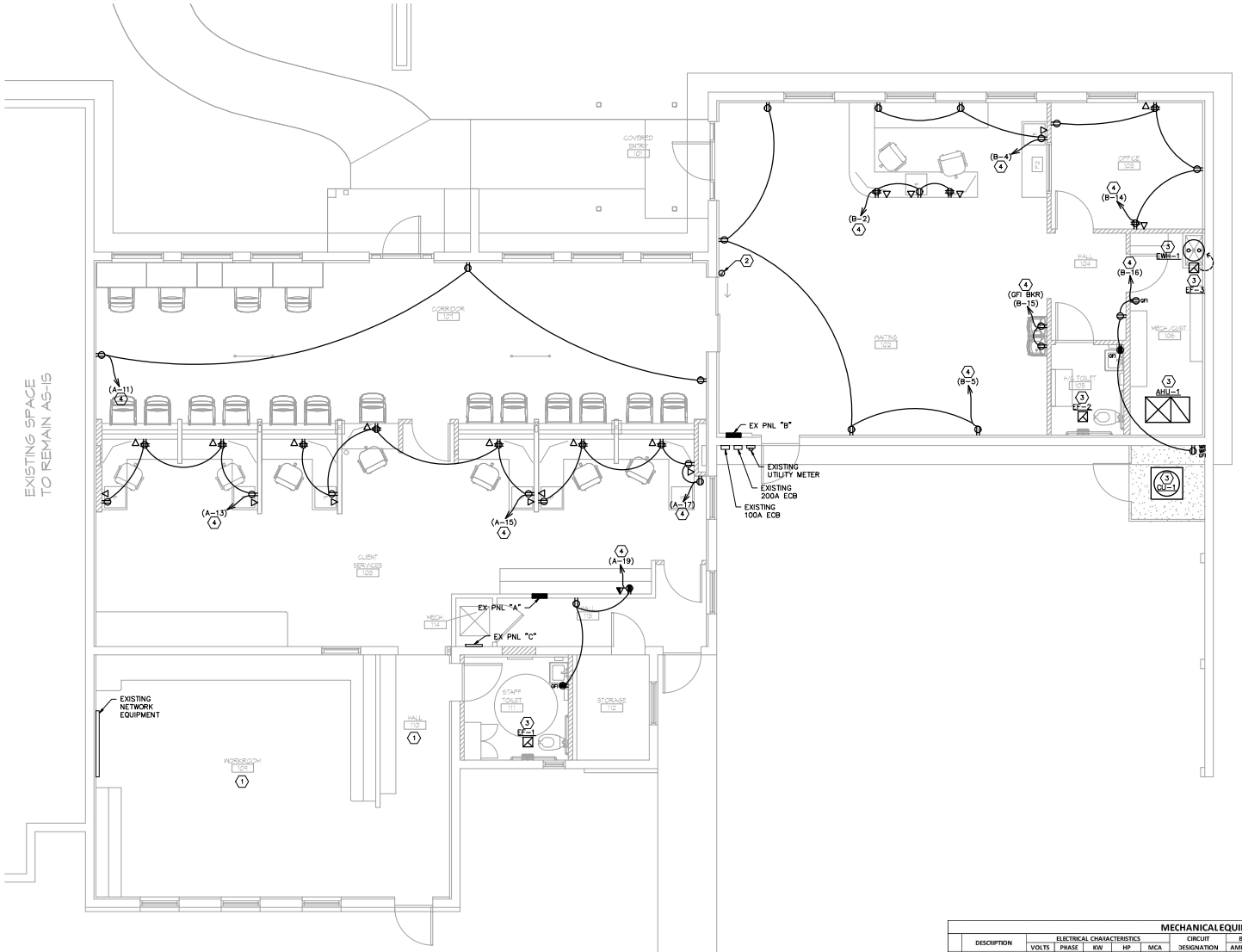
REVISIONS

CONSTRUCTION 09/01/24
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NEWPOWER CONSULTING, INC
15520 HIGH BELL PL. BRADENTON FL 34212
PH: 813.489.9850, COA#32011
ENGINEERING

E201

22014



POWER & SYSTEMS PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

A. ALL EQUIPMENT SHOWN IS NEW UNLESS OTHERWISE NOTED.

DRAWING NOTES:

1. EXISTING ROOM TO REMAIN AS-IS.
2. JUNCTION BOX ABOVE CEILING AND CONNECTION FOR AUTOMATIC DOOR.
3. SEE MECHANICAL EQUIPMENT SCHEDULE THIS SHEET FOR EQUIPMENT CONNECTION REQUIREMENTS.
4. CONNECT TO EXISTING 120V POWER CIRCUIT MADE AVAILABLE THROUGH DEMOLITION. LISTED CIRCUIT IS SUGGESTIVE AND SHOULD BE VERIFIED WITH EXISTING CONDITIONS.

MECHANICAL EQUIPMENT

DESCRIPTION	ELECTRICAL CHARACTERISTICS					CIRCUIT	BREAKER		FEEDER	EQUIP GROUND	CONDUIT	DISCONNECT SWITCH	REMARKS
	VOLTS	PHASE	KW	HP	MCA	DESIGNATION	AMPS	POLES					
AHU-1	240	1	4.8	1/2	30.0	B-9,11	30	2	(2)#10	#10	3/4"	30A/2P/NF/NEMA-1	
CU-1	240	1			18.0	B-6,8	30	2	(2)#10	#10	3/4"	30A/2P/F/NEMA-3R	NOTE 1
EF-1	120	1	0.082			NOTE #2			(2)#12	#12	3/4"	TOGGLE	
EF-2	120	1	0.082			NOTE #2			(2)#12	#12	3/4"	TOGGLE	
EF-3	120	1	0.082			B-13	20	1	(2)#12	#12	3/4"	TOGGLE	
EWH-1	240	1	4.5			B-10,12	30	2	(2)#10	#10	3/4"	30A/2P/NF/NEMA-1	

NOTES:
1. FUSE DISCONNECT PER UNIT NAMEPLATE MFS OR MOCP.
2. CONNECT TO SWITCHED LEG OF ROOM LIGHTING CIRCUIT.

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
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POWER & SYSTEMS PLAN

REVISIONS

CONSTRUCTION 03/01/24
APPROVAL
REVISIONS
CHECKED BY DJN

NEWPOWER CONSULTING, INC
15520 HIGH BELL PL. BRADENTON FL 34212
PH. 813.489.9850, COA#32011
ENGINEERING

E301
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MECHANICAL GENERAL NOTES:

1. ● IN GENERAL, PLANS AND DIAGRAMS ARE SCHEMATIC ONLY AND SHOULD NOT BE SCALED.
2. ● THE INTENT OF THE MECHANICAL NOTES ON THESE DRAWINGS IS TO CLARIFY THE SCOPE OF WORK AND ALERT THE CONTRACTOR OF EXISTING CONDITIONS. CONTRACTOR TO VISIT SITE AND VERIFY ALL CLEARANCES BEFORE FABRICATION OF DUCTWORK AND PROVIDE ADDITIONAL OFFSET AND/OR CHANGES IN DUCT SIZES TO MEET FIELD CONDITIONS AND COORDINATE WITH ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTOR BEFORE ANY CONSTRUCTION WORK.
3. ● BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS INVOLVING THE WORK.
4. ● SHOULD ANY CONFLICTS ARISE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE CONFLICT BEFORE ANY CHANGES ARE MADE. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL BEFORE PROCEEDING WITH ANY CHANGES.
5. ● THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL TRADES INSTALLATION SCHEDULES. FIXED WORK SUCH AS DUCTWORK AND PLUMBING SHALL BE INSTALLED PRIOR TO ANY TRADE WORK THAT CAN BE EASILY RELOCATED OR OFFSET SUCH AS ELECTRICAL CONDUITS, SMALL WATER AND GAS LINES ETC.
6. ● ALL AIR CONDITIONING WORK SHALL NOT INTERFERE WITH CLEARANCES REQUIRED FOR GENERAL AND MECHANICAL CONSTRUCTION. SHOULD AIR CONDITIONING WORK BE INSTALLED WHICH INTERFERES WITH THE WORK OF OTHER CONTRACTORS. SUCH WORK SHALL BE CHANGED AT NO ADDITIONAL COST.
7. ● ALL WORK COVERED IN THIS SECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST PUBLISHED STANDARDS OF ASHRAE, AND NFPA.
8. ● ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE "FLORIDA BUILDING CODE 2023, 8TH EDITION.
9. ● IN THE EVENT THAT THERE IS A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND THE CODE, THE CODE SHALL TAKE PRECEDENCE. THE MECHANICAL CONTRACTOR SHALL STUDY THE CONTRACT DOCUMENTS AND SUBMIT A BID BASED ON WORK WHICH COMPLIES WITH ALL CODE REQUIREMENTS. ANY CONFLICTS BETWEEN THE CONTRACTOR DOCUMENTS AND THE CODE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BID. THE COST OF ANY WORK WHICH ARISES OUT OF ANY CHANGES DUE TO CODE REQUIREMENTS SHALL BE PAID BY THE MECHANICAL CONTRACTOR.
10. ● THE MECHANICAL CONTRACTOR SHALL CHECK ALL EQUIPMENT FOR CORRECT VOLTAGE RATING BEFORE INSTALLATION.
11. ● IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR FOR THE ADVANCE ORDERING OF LONG LEAD ITEMS SO AS NOT TO DELAY OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME.
12. ● THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL MINOR ITEMS WHICH ARE OBVIOUSLY AND REASONABLY NECESSARY TO COMPLETE THE INSTALLATION WHETHER OR NOT SPECIFIED AS SHOWN ON THE PLANS.
13. ● ALL STRUCTURAL CUTTING AND PATCHING SHALL BE DONE BY THE GENERAL CONTRACTOR.
14. ● THE MECHANICAL CONTRACTOR SHALL THOROUGHLY CLEAN ALL AIR CONDITIONING EQUIPMENT.
15. ● MECHANICAL CONTRACTOR SHALL ARRANGE TO PAY FOR ALL NECESSARY PERMITS, LICENSES AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
16. ● ALL NEW MECHANICAL EQUIPMENT, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE.
17. ● TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.
18. ● DUCT DIMENSIONS SHOWN ON DRAWINGS ARE CLEAR INSIDE DIMENSIONS.
19. ● DUCTWORK, DIFFUSERS, REGISTERS, GRILLES, AND OTHER ITEMS OF THE AIR HANDLING SYSTEM SHALL NOT BE SUPPORTED BY THE CEILING OR CEILING SUSPENSION SYSTEM.
20. ● ALL SUPPLY AND RETURN DUCTWORK SHALL BE EXTERNALLY INSULATED SHEET METAL CONSTRUCTION IN ACCORDANCE WITH LATEST SMACNA STANDARDS. ALL JOINTS & SEAMS SHALL BE SEALED WITH HARDCAST CCW-181 DUCT SEALANT.
21. ● DUCT WRAP INSULATION SHALL BE 2.2" THICK FLEXIBLE FIBERGLASS, 0.75 PCF DENSITY.
22. ● UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AS HIGH AS POSSIBLE, TIGHT TO BOTTOM OF STRUCTURE. COORDINATE DUCT ELEVATION WITH RAIN LEADERS, WATER PIPING, SANITARY DRAINS AND MAJOR ELECTRICAL CONDUITS.
23. ● PROVIDE AND INSTALL MANUAL DAMPERS IN ALL OUTSIDE AIR DUCTS.
24. ● MAXIMUM LENGTH OF FLEXIBLE DUCT SHALL BE 8'-0".
25. ● DUCT WRAP INSULATION SHALL BE 2.2" THICK FLEXIBLE FIBERGLASS, 0.75 PCF DENSITY.
26. ● FLEXIBLE DUCTWORK SHALL BE LOW PRESSURE FACTORY FABRICATED CONSISTING OF A ZINC-COATED SPRING STEEL HELIX, NON-PERFORATED INNER LINER AND 1" THICK FIBERGLASS R-6 INSULATION WITH METALIZED VAPOR BARRIER.
27. ● COORDINATE AIR DEVICE LOCATIONS WITH LIGHTING FIXTURES. FINAL LOCATION SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
28. ● ALL WALL MOUNTED THERMOSTATS SHALL BE INSTALLED AT AN ELEVATION OF 48" ABOVE FINISHED FLOOR TO THE CENTER UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
29. ● CONTRACTOR SHALL PROVIDE ALL SUPPLEMENTARY STEEL REQUIRED TO SUSPEND MECHANICAL EQUIPMENT AND MATERIALS.
30. ● CONDENSATE DRAIN PIPING SHALL BE SCHEDULE 40 PVC. PROVIDE TRAP AT THE AIR HANDLING UNIT. INSULATE ALL INTERIOR CONDENSATE PIPING WITH 1/2" THICK CLOSED CELL FOAM INSULATION.
31. ● REFRIGERANT PIPING SHALL BE ACR TYPE – L, SOFT ANNEALED, TEMPERED FITTINGS. SOLDERING MATERIALS SHALL BE SILVER-LEAD SOLDER. INSULATE REFRIGERANT SUCTION PIPING WITH CLOSED CELL INSULATION. PROTECT EXTERIOR INSULATION WITH U.V. PROTECTANT PAINT.
32. ● AT THE CONCLUSION OF THE INSTALLATION THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A COMPLETE CERTIFIED TEST AND BALANCE REPORT FROM AN AGENCY HAVING A MINIMUM OF THREE YEARS EXPERIENCE. REPORT SHALL ITEMIZE THE PERFORMANCE OF EACH AIR DEVICE AND A/C UNIT WITH REGARD TO CFM, STATIC PRESSURE AND TEMPERATURE.
33. ● MAINTAIN AS-BUILT DRAWINGS, DAILY. SUBMIT TO ARCHITECT/OWNER AFTER COMPLETION OF ALL WORK.
34. ● ALL EQUIPMENT SUBMITTED FOR APPROVAL SHALL BE SUBMITTED IN A NUMERICAL SEQUENCE CONSISTENT WITH THE CONTRACT DRAWINGS (IE... AHU-1 IS FOLLOWED BY AHU-2, ETC...). SHOP DRAWINGS (SUBMITTALS) NOT SUBMITTED IN THIS MANNER WILL BE REJECTED WITHOUT REVIEW.
35. ● MECHANICAL CONTRACTOR SHALL VERIFY POWER REQUIREMENTS OF EQUIPMENT WITH ELECTRICAL CONTRACTOR PRIOR TO PLACING ORDER. ANY CHANGES TO SWITCHGEAR OR WIRE SHALL BE AT THE MECHANICAL CONTRACTOR'S EXPENSE.

SPLIT SYSTEM A/C SCHEDULE

AIR HANDLING UNIT DATA		
MARK	–	AHU-1
AREA SERVED	–	NORTH EAST
TOTAL CAPACITY	BTUH	34,350
SENSIBLE CAPACITY	BTUH	25,185
SUPPLY AIR	CFM	1060
OUTSIDE AIR	CFM	150
ENTERING AIR TEMP DB/WB	°F/°F	78.0/65.5
EXT. STATIC PRESSURE	IN. H_2O	0.50
MOTOR	H.P.	1/2
ELECTRICAL	V/Ø/Hz	240/1/60
HEATER	KW/STAGES	4.8/1
FILTER TYPE	–	1" MERV-8
WEIGHT	LBS.	144
MANUFACTURER	–	TRANE
MODEL NO.	–	TEM4B0C37
CONDENSING UNIT DATA		
MARK	–	CU-1
OUTDOOR TEMP.	°F	95
LIQUID LINE (SIZE)	IN. O.D.	③
SUCTION LINE (SIZE)	IN. O.D.	③
ELECTRICAL	V/Ø/Hz	240/1/60
SEER	–	14.0
M.C.A.	A	16
WEIGHT	LBS.	156
MANUFACTURER	–	TRANE
MODEL NO.	–	4TTR4036N
NOTES	Ⓕ	①②

① PROVIDE AND INSTALL IN VERTICAL CONFIGURATION.

② PROVIDE WITH FACTORY INSTALLED ELECTRIC HEATER, SINGLE POINT POWER CONNECTION AND FACTORY THERMOSTAT. DUAL POINT POWER CONNECTION WILL NOT BE ACCEPTED.

③ VERIFY WITH UNIT MANUFACTURER.

* APPROVED EQUALS SHALL BE CARRIER, LENNOX, TEMPMASTER AND JCI/YORK.

FAN SCHEDULE

MARK	–	EF-1	EF-2	EF-2
SERVICE	–	EXHAUST	EXHAUST	EXHAUST
AREA SERVED	–	STAFF TOILET	H/C TOILET	MECH./CUST.
AIR QUANTITY	CFM	80	80	80
EXT. STATIC PRESS.	IN. H_2O	0.50	0.50	0.50
FAN TYPE	–	CEILING VENT	CEILING VENT	CEILING VENT
DRIVE	–	DIRECT	DIRECT	DIRECT
SONES	–	2.7	2.7	2.7
MOTOR	H.P./WATTS	80.2 W	80.2 W	80.2 W
MOTOR SPEED	RPM	950	950	950
ELECTRICAL	V/Ø/HZ	120/1/60	120/1/60	120/1/60
CONTROL	–	INTERLOCK W/ LIGHTS	INTERLOCK W/ LIGHTS	WALL SWITCH
MANUFACTURER	–	GREENHECK	GREENHECK	GREENHECK
MODEL	–	SP-B110	SP-B110	SP-B110
NOTES	Ⓕ	① ② ③	① ② ③	① ② ③

① PROVIDE AND INSTALL WITH DISCONNECT, BACKDRAFT DAMPER AND WHITE EXHAUST GRILLE.

② PROVIDE WITH WALL CAP.

③ PROVIDE AND INSTALL SOLID STATE SPEED CONTROL AT FAN FOR BALANCING.

* APPROVED EQUALS SHALL BE COOK AND PENN.

MECHANICAL LEGEND

SYMBOL	DESCRIPTION
	NEW DUCTWORK, PIPING, OR EQUIPMENT
	FLEXIBLE DUCT
	EXISTING DUCTWORK, PIPING, OR EQUIPMENT
	SUPPLY OR OUTSIDE AIR DUCT SECTION
	RETURN DUCT SECTION
	EXHAUST DUCT SECTION
	DUCTWORK TRANSITION
	MANUAL AIR VOLUME CONTROL DAMPER
	SUPPLY AIR DEVICE. CLEAR TRIANGLE SIDES INDICATE AIR FLOW PATTERN
	RETURN AIR DEVICE
	EXHAUST AIR DEVICE
	UNDERCUT DOOR 3/4"
T	WALL MOUNTED THERMOSTAT

AIR DEVICE SCHEDULE

MARK	TYPE	MATERIAL	FINISH	MANUFACTURER AND MODEL	REMARKS
AD-1	CEILING SUPPLY	ALUMINUM	WHITE BAKED ENAMEL	TITUS OMNI	①
AD-2	CEILING RETURN	ALUMINUM	WHITE BAKED ENAMEL	TITUS 350FL	②
AD-3	CEILING SUPPLY	ALUMINUM	WHITE BAKED ENAMEL	TITUS OMNI	③
AD-4	SIDEWALL RETURN	ALUMINUM	WHITE BAKED ENAMEL	TITUS 350FL	④

① PROVIDE 24x24 MODULE WITH ROUND DUCT TRANSITION. SEE FLOOR PLAN FOR NECK SIZES.

② PROVIDE 24x24 MODULE WITH 22x22 NECK.

③ PROVIDE 12x12 MODULE WITH 6"ø NECK.

④ SEE FLOOR PLAN FOR NECK SIZES.

* APPROVED EQUALS SHALL BE METALAIRE, PRICE AND NAILOR.

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

MECHANICAL NOTES, SCHEDULES AND LEGENDS

REVISIONS

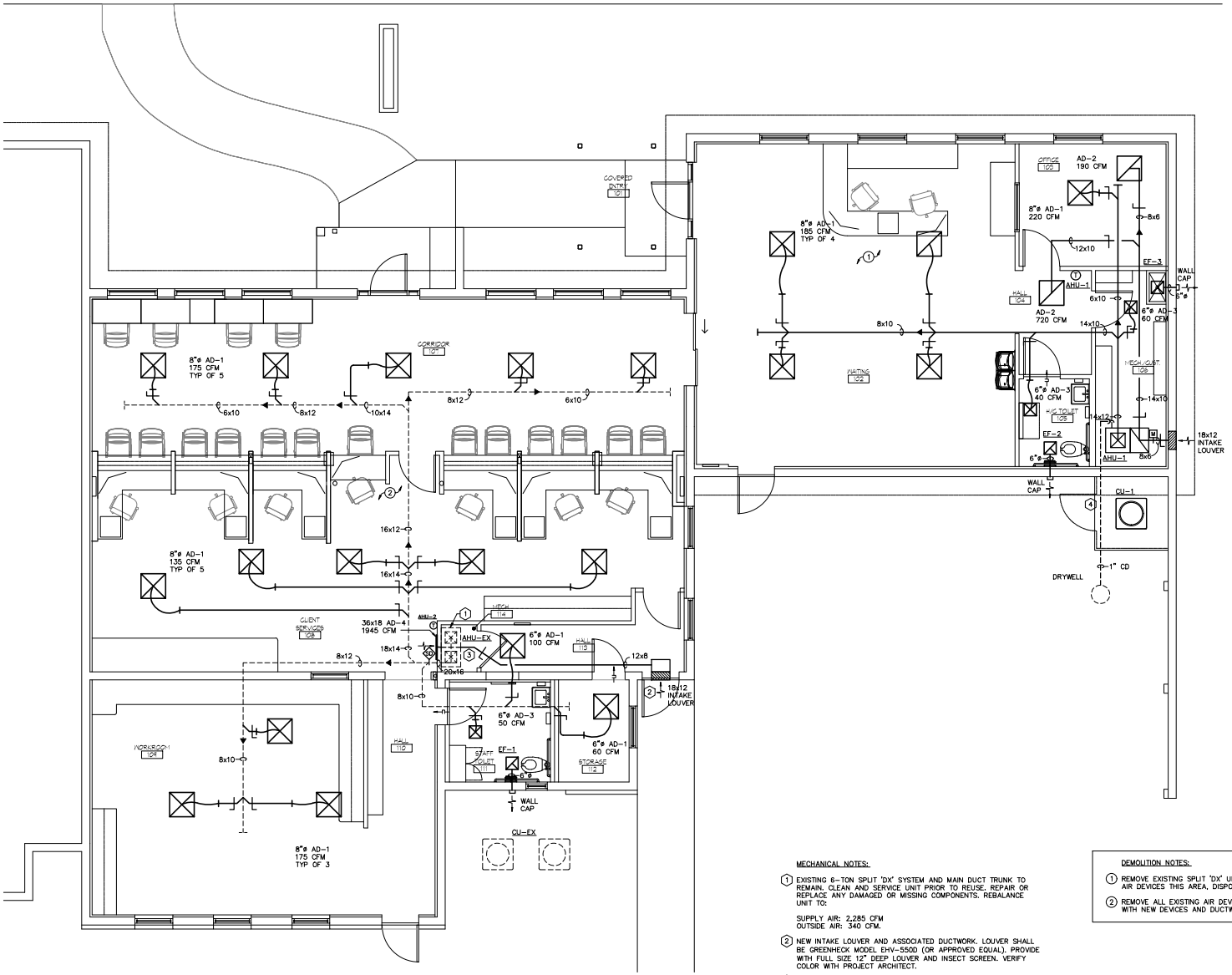
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FLOOR PLAN – MECHANICAL

SCALE: 1/4"=1'-0" /4486-M201

MECHANICAL NOTES:

1. EXISTING 6-TON SPLIT 'DX' SYSTEM AND MAIN DUCT TRUNK TO REMAIN. CLEAN AND SERVICE UNIT PRIOR TO REUSE. REPAIR OR REPLACE ANY DAMAGED OR MISSING COMPONENTS. REBALANCE UNIT TO:

   SUPPLY AIR: 2,285 CFM
   OUTSIDE AIR: 340 CFM.

2. NEW INTAKE LOUVER AND ASSOCIATED DUCTWORK. LOUVER SHALL BE GREENHECK MODEL EHV-550D (OR APPROVED EQUAL). PROVIDE WITH FULL SIZE 12" DEEP LOUVER AND INSECT SCREEN. VERIFY COLOR WITH PROJECT ARCHITECT.
3. TURN NEW OUTSIDE AIR DUCT DOWN IN EXISTING MECHANICAL ROOM. PROVIDE EXISTING RETURN GRILLE WITH OPPOSED BLADE DMPER TO BALANCE UNIT.
4. ROUTE CONDENSATE OUT TO DRYWELL.

DEMOLITION NOTES:

1. REMOVE EXISTING SPLIT 'DX' UNIT, DUCTWORK AND AIR DEVICES THIS AREA, DISPOSE OF ITEMS OFFSITE.
2. REMOVE ALL EXISTING AIR DEVICES AND REPLACE WITH NEW DEVICES AND DUCTWORK AS SHOWN.

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BUILDING & MECHANICAL FLOOR PLAN

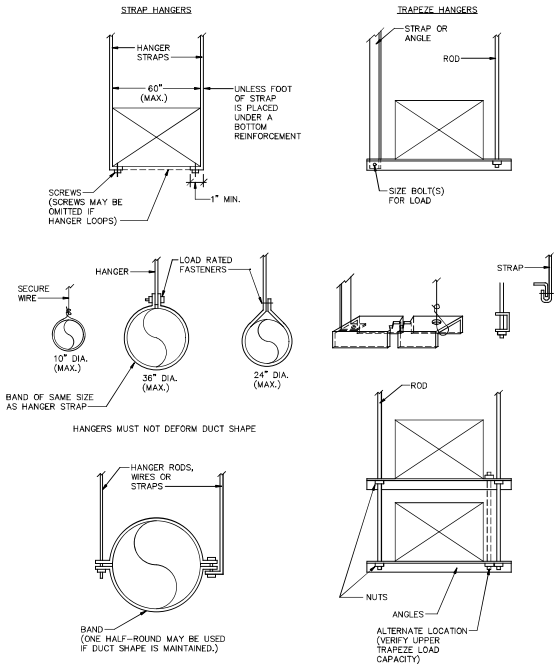
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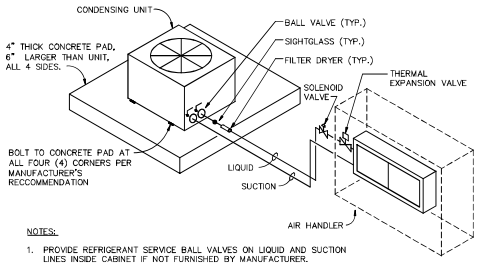
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NOTE:
REFER TO SMACNA HVAC DUCT CONSTRUCTION STANDARDS MANUAL, CHAPTER 4.

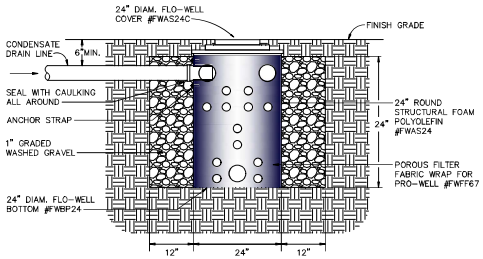
LOWER HANGER ATTACHMENTS
NOT TO SCALE



NOTES:
1. PROVIDE REFRIGERANT SERVICE BALL VALVES ON LIQUID AND SUCTION LINES INSIDE CABINET IF NOT FURNISHED BY MANUFACTURER.
2. REFRIGERANT LINES SHALL BE SIZED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FOR STATIC LIFTS AND TOTAL LENGTHS REQUIRED.

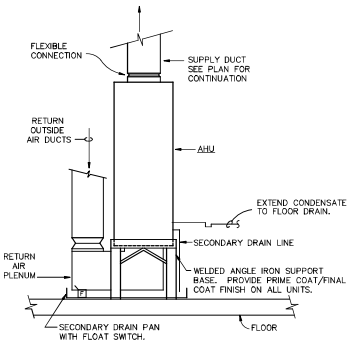
MECHANICAL EQUIPMENT WIND PRESSURES (PSF)		ATTACHMENT OF ALL OUTDOOR MECHANICAL EQUIPMENT SHALL BE SPECIFIED BY EQUIPMENT MANUFACTURER TO MEET THE WIND PRESSURE REQUIREMENTS FOR THE FLORIDA MECHANICAL BUILDING CODE, 2020 EDITION – 7TH EDITION, SECTION 301.15
VERTICAL UPLIFT PRESSURE (PSF)	145 PSF	
HORIZANTAL PRESSURE (PSF)	114 PSF	

REFRIGERANT PIPING ISOMETRIC
NOT TO SCALE



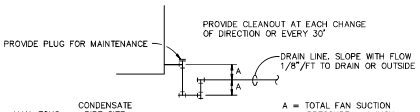
DRYWELL DETAIL
NOT TO SCALE

NOTE: LID SHALL HAVE HOLE IN TOP FOR VENTING & ACCESS PURPOSES. SOLID COVER WILL NOT BE ACCEPTABLE.



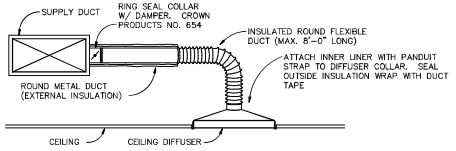
AIR HANDLING UNIT DETAIL
NOT TO SCALE

NOTES:
1. DO NOT INSTALL SECONDARY DRAIN PAN UNTIL FIRST COAT OF FLOOR PAINT/FINISH HAS BEEN APPLIED.
2. CONSTRUCT SECONDARY DRAIN PAN FROM GALVANIZED SHEET METAL (18 GA. MIN). SOLDER ALL JOINTS, PAN TO BE WATERTIGHT.



MAX. TONS	CONDENSATE PIPE SIZE
2	3/4"
5	1"
30	1 1/4"
50	1 1/2"

CONDENSATE DRAIN TRAP DETAIL
NOT TO SCALE



CEILING DIFFUSER RUNOUT DETAIL
NOT TO SCALE

NOTE:
SUPPORT DIFFUSERS OR GRILLES FROM STRUCTURE, NOT CEILING GRID SYSTEM.

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MECHANICAL DETAILS

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PLUMBING GENERAL NOTES AND SPECIFICATIONS:

- CONTRACTOR SHALL PROVIDE COMPLETE PLUMBING SYSTEMS AS DETAILED. WORK CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, AND SERVICES REQUIRED FOR COMPLETE SYSTEMS.
- FLOOR PLANS SHOW APPROXIMATE LOCATION AND LAYOUT OF EXISTING PIPING ETC. CONTRACTOR SHALL VERIFY THE LOCATION OF THE SANITARY, WATER SERVICE AND VENTING SYSTEM PRIOR TO STARTING WORK.
- CONTRACTOR SHALL COORDINATE ALL PIPING LOCATIONS AND INVERT ELEVATIONS WITH FOOTINGS AND FOUNDATIONS BEFORE INSTALLING AND ADJUST AS REQUIRED.
- ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER PLUMBING DRAWINGS WITH REFERENCE TO BUILDING CONSTRUCTION. PLUMBING DRAWINGS (PLANS, DIAGRAMS, ETC.) ARE DIAGRAMMATIC AND SHOULD NOT BE SCALED. THE CONTRACTOR SHALL COORDINATE ALL WORK UNDER THIS CONTRACT.
- COORDINATE WORK WITH OTHER TRADES TO AVOID CONFLICTS.
- IF ANY DISCREPANCIES SHOULD EXIST THE CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO BIDDING.
- NECESSARY REQUIRED PLUMBING ITEMS THAT ARE NOT SHOWN ON THE DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO INSTALL A COMPLETE OPERATING PLUMBING SYSTEM.
- PROVIDE ALL CUTTING REQUIRED FOR THE INSTALLATION OF PLUMBING WORK. FINISH PATCHING SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
- DOMESTIC WATER PIPING SHALL BE: TYPE-L COPPER ABOVE GRADE & TYPE-K COPPER BELOW GRADE. FITTINGS & JOINTS SHALL BE SOLDERED WITH 95-5 SOLDER.
- INSULATE ALL HOT WATER PIPING WITH 1" THICK HIGH DENSITY FIBERGLASS INSULATION WITH, FACTORY APPLIED VAPOR BARRIER ALL SERVICE JACKET.
- ALL SOIL, WASTE, AND VENT PIPING SHALL BE SCHEDULE 40 PVC.
- ALL HORIZONTAL SOIL AND WASTE PIPING 2 1/2" IN DIAMETER AND LESS SHALL HAVE A SLOPE OF 1/4" PER ONE FOOT LENGTH OF PIPE. ALL PIPING 3" IN DIAMETER AND LARGER SHALL HAVE A SLOPE OF 1/8" PER ONE FOOT LENGTH OF PIPE.
- UNLESS OTHERWISE NOTED ALL PIPING SHALL BE RUN IN CONCEALED SPACES.
- IDENTIFY ALL PIPING WITH PERMANENT MARKERS.
- ALL PIPING SHALL BE SUPPORTED RIGIDLY AND IN LINE FROM BUILDING STRUCTURE. OFFSET PIPING TO AVOID STRUCTURAL MEMBERS, CANTS, FLASHING, MECHANICAL AND ELECTRICAL EQUIPMENT, ETC.
- FINAL PIPING ROUTING SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
- ALL FIXTURES AND EQUIPMENT SHALL HAVE SHUT-OFF VALVES AT OR NEAR EQUIPMENT.
- PROVIDE CHROME PLATED STOPS AND SUPPLIES AT ALL WATER CLOSETS, SINKS AND LAVATORIES.
- CHROME PLATED ESCUTCHEONS AND NIPPLES ARE REQUIRED AT ALL FLOOR AND WALL PENETRATIONS.
- GATE VALVES SHALL BE #125 BRONZE WITH UNION BONNET.
- PROVIDE AND INSTALL HAMMER ARRESTORS AT FIXTURE GROUPS. INSTALL AIR CHAMBERS AT INDIVIDUAL FIXTURES.
- PLUMBING CONTRACTOR SHALL ARRANGE TO PAY FOR ALL NECESSARY PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED BY THE CITY.
- ALL NEW PLUMBING EQUIPMENT, MATERIALS, AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE.
- MAINTAIN AS-BUILT DRAWINGS, DAILY. SUBMIT TO ARCHITECT/OWNER AFTER COMPLETION OF ALL WORK.
- AT THE COMPLETION OF THE INSTALLATION OF THE NEW POTABLE WATER SYSTEM, THE ENTIRE SYSTEM SHALL BE DISINFECTED IN COMPLIANCE WITH SECTION 610 OF THE STANDARD PLUMBING CODE.
- THOROUGHLY FLUSH AND TEST EXISTING UNDERGROUND SANITARY PIPING. TEST TO INCLUDE A VISUAL INSPECTION OF FLOW.
- ALL WORK SHALL COMPLY WITH ALL LOCAL AND STATE CODES, INCLUDING THE 2023 FLORIDA BUILDING CODE, 8TH EDITION.
- TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

HAMMER ARRESTOR SCHEDULE

ZURN SHOKTROL Z-1700 SERIES	SIZE 100	SIZE 200	SIZE 300	SIZE 400	SIZE 500	SIZE 600
P.D.I. SYMBOLS*	A	B	C	D	E	F
FIXTURE-UNIT RATING	1-11	12-32	33-60	61-113	114-154	155-330

* CLASSIFICATIONS ESTABLISHED BY THE PLUMBING AND DRAINAGE INSTITUTE "STANDARD P.D.I.-WH201" APPROVED EQUALS SHALL BE J.R. SMITH & WADE.

PLUMBING FIXTURE AND PIPE SIZING SCHEDULE

MARK	FIXTURE	TRAP	VENT	COLD	HOT	DESCRIPTION	APPROVED MANUFACTURERS
P-1	WATER CLOSET BARRIER FREE	INTEGRAL	AS SHOWN ON PLANS	1"	---	**WATER CLOSET:** FLOOR MOUNTED, FLUSH VALVE, ELONGATED, WHITE VITREOUS CHINA, SIPHON JET, 1 1/2" TOP SPUD, BOLT CAPS, 1.28 GPF, 16 1/2" HIGH (MIN.) **FLUSH VALVE:** NON-HOLD OPEN, LOW FORCE, ADA COMPLIANT HANDLE, EXPOSED DIAPHRAGM, 1" IPS SCREWDRIVER ANGLE STOP WITH PROTECTIVE CAP, VACUUM BREAKER FLUSH CONN., ADJUSTABLE TAILPIECE, 1 1/2" TOP SPUD, CAST WALL FLANGE WITH SET SCREW AND SWEAT SOLDER ADAPTER CONTROLS FOR FLUSH VALVE SHALL BE MOUNTED ON WIDE SIDE OF TOILET AREAS. **SEAT:** FINISH WHITE, EXTRA HEAVY DUTY PLASTIC FOR ELONGATED BOWL, OPEN FRONT LESS COVER, SELF-SUSTAINING STAINLESS STEEL CHECK HINGE. TOP OF SEAT 17 1/2" (MIN.)	**AMERICAN STANDARD** HIGHCLIFF NO. K-96057-0 **KOHLER** HIGHCLIFF ULTRA NO. K-96057 **SLOAN-ROYAL** NO. 111-1.28 **ZURN** AQUAVANTAGE NO. Z6000AV-HET **OLSONITE** NO. 95SSCT **BEMIS** NO. 1655SSCT
P-2	LAVATORY BARRIER FREE	1 1/4"		1/2"	1/2"	**LAVATORY:** WALL HUNG, 20x18, WHITE VITREOUS CHINA, FRONT OVERFLOW AND HOLES ON 4" CENTERS, RIM 33 1/2" AFF **TRIM:** LAVATORY FAUCET, WITH 4" CENTERS, 5" SPOUT, SINGLE LEVER HANDLE PERFORATED GRID DRAIN WITH OFFSET 1 1/4" TAIL PIECE. PROVIDE STOPS, SUPPLIES, TRAP, ETC. TO MAKE A COMPLETE INSTALLATION. PROVIDE WITH 0.5 FLOW CONTROL AERATOR. **CARRIER:** DURA-COATED RECTANGULAR STEEL UPRIGHTS WITH WELDED FEET, ADJUSTABLE TOP SUPPORT PLATE, MOUNTING FASTENERS, CONCEALED ARMS, STEEL SLEEVES & ALIGNMENT TRUSS	**AMERICAN STANDARD** LUCERNE NO. 0355.012 **CHICAGO** NO. 2200-4ABCP **DELTA** NO. 501LF-HDF **ZURN** NO. Z-1231 **WATTS** NO. TCA-411 **J. R. SMITH** NO. 700
P-3	CUSTODIAL SINK	3"		1/2"	1/2" (120°)	**SINK:** FLOOR MOUNTED, SERVICE SINK 33"x21"x8", 16 GAUGE 304 STAINLESS STEEL WITH BUFFED SATIN FINISH WITH 12" HIGH STAINLESS STEEL SPLASH GUARD AT WALLS. PROVIDE 36" RUBBER HOSE, WITH STAINLESS STEEL WALL CLIP AND 18"x3" STAINLESS STEEL MOP HOLDER MOP HOLDER, SILICONE SEALANT AND ELKAY NO. LK43 DRAIN. SINK FAUCET WITH VACUUM BREAKER, INTEGRAL STOPS AND ROUGH CHROME FINISH, SEAL WALL WITH SILICONE SEALANT. INSTALL FAUCET 36" AFF	**ELKAY** NO. EFS3321C **CHICAGO** NO. 897-RCF **DELTA** NO. 28C2383
P-4	ELECTRIC WATER COOLER BI-LEVEL	1 1/4"		1/2"	---	**EWC:** 8.1 GPH - BASED ON 80° INLET AND 50° DRINKING WATER TEMP. 1/6 HP COMPRESSOR @ 120V, STAINLESS STEEL CONSTRUCTION, MECHANICAL PUSH-BUTTON BUBBLER, VANDAL RESISTANT WITH FILTER PROVIDE TRAP, DRAIN, SUPPLIES, ETC. TO MAKE A COMPLETE INSTALLATION **CARRIER:** DURA-COATED RECTANGULAR STEEL UPRIGHTS WITH WELDED FEET, ADJUSTABLE SUPPORT PLATES, MOUNTING FASTENERS, AND BI-LEVEL CONFIGURATION	**ELKAY** NO. LVRCGRN1LBFC **OASIS** INSTALL WITH THE LEFT SIDE UNIT LOW. **ZURN** NO. Z-1225-BL **WATTS** NO. CA-321

PLUMBING ACCESSORY SCHEDULE

MARK	FIXTURE	DESCRIPTION	APPROVED MANUFACTURERS
WCO	WALL CLEANOUT	**WALL CLEANOUT:** PVC BODY, GAS AND WATERTIGHT THREAD PLUG, 7"ø SMOOTH STAINLESS STEEL ACCESS COVER WITH SECURING SCREW	**ZURN-LC** NO. C02411-PV4 (BODY) NO. C02530-SS7 (COVER) **WATTS** NO. CO44
FCO	FLOOR CLEANOUT	**FLOOR CLEANOUT:** 5" SQUARE TOP, PVC BODY, AND HEAD WITH NICKEL BRONZE FRAME AND SCORIATED COVER	**ZURN-LC** NO. C02452-ST-PVC **WATTS** NO. CO-200-S-4-NH-60
FD	FLOOR DRAIN	**FLOOR DRAIN:** 5" SQUARE STRAINER, C.I. BODY, CAST IRON COLLAR, ADJUSTABLE NICKEL BRONZE TOP, PROVIDE TRAP PRIMER (SEE DETAIL)	**ZURN-LC** NO. FD2290-PO3-S5 **WATTS** NO. FD15-5S2-3PT

WATER HEATER SCHEDULE

MARK	FIXTURE	COLD	HOT	DESCRIPTION	*APPROVED MANUFACTURERS
WH-1	ELECTRIC WATER HEATER	1"	1"	**WATER HEATER:** "LOWBOY" 20 GALLON CAPACITY, 4.5 KW AT 208V-1ø, AND 0.95% EFFICIENCY, NON-SIMULTANEOUS SINGLE ELEMENT OPERATION, PROVIDE WITH ASME RATED T&P VALVE.	**A.O. SMITH** NO. DEL-20S **RHEEM** NO. ELD120-TB

* INSTALL WATER HEATER AS PER MANUFACTURER'S RECOMMENDATIONS.

PLUMBING LEGEND

DESCRIPTION	ABBREV.	SYMBOL
SANITARY PIPING	SAN	
HOT WATER PIPING	HW	
COLD WATER PIPING	CW	
VENT PIPING	V	
EXISTING PIPING TO REMAIN		
CLEAN OUT	CO	
WALL CLEAN OUT/CLEAN OUT PLUG	WCO/COP	
FLOOR CLEAN OUT	FCO	
FLOOR DRAIN	FD	
TEE UP		
TEE DOWN		
TEE		
90° UP		
90° DOWN		
TRAP PRIMER	TP	TP
TRAP PRIMER PIPING	TPP	TPP
WATER HAMMER ARRESTOR (LETTER DENOTES SIZE, SEE SCHEDULE)	-	A B C D E F
SHUT-OFF/GATE VALVE	GV	
BALANCING VALVE	-	
UNION		
NEW CONNECTION		
THERMOMETER		
AQUASTAT		
PRESSURE AND TEMPERATURE RELIEF		
SOLENOID VALVE		
MIXING VALVE		
THERMOSTATIC MIXING VALVE		104°
TRAP PRIMER	T.P.	

PLUMBING FIXTURE NOTES:

1. MOUNTING HEIGHT AS SCHEDULED OR DETAILED.
2. TRAPS, SUPPLIES AND ALL OTHER EXPOSED PIPING SHALL BE CAST BRASS WITH A POLISHED CHROME FINISH. ACCEPTABLE MANUFACTURERS INCLUDE McGUIRE OR APPROVED EQUAL.
3. ALL EXPOSED PIPING BELOW WALL MOUNTED LAVATORIES SHALL BE INSTALLED WITH ADA COMPLIANT PIPE WRAP KIT. SYSTEM SHALL BE PVC RESIN SEAMLESS CONSTRUCTION MFG BY PRO-WRAP OR APPROVED EQUAL.
4. MAINTAIN 1 1/2" (MIN) CLEAR FROM THE BOTTOM OF GRAB BAR AND TOP OF FLUSH VALVE.
5. WALL MOUNTED LAVATORIES, URINALS AND ELECTRIC WATER COOLERS SHALL BE INSTALLED WITH FLOOR MOUNTED CARRIERS AT ALL LOCATIONS
6. PROVIDE FLUSH CONTROLS ON THE WIDE SIDE OF TOILETS.

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BID DOCUMENTS

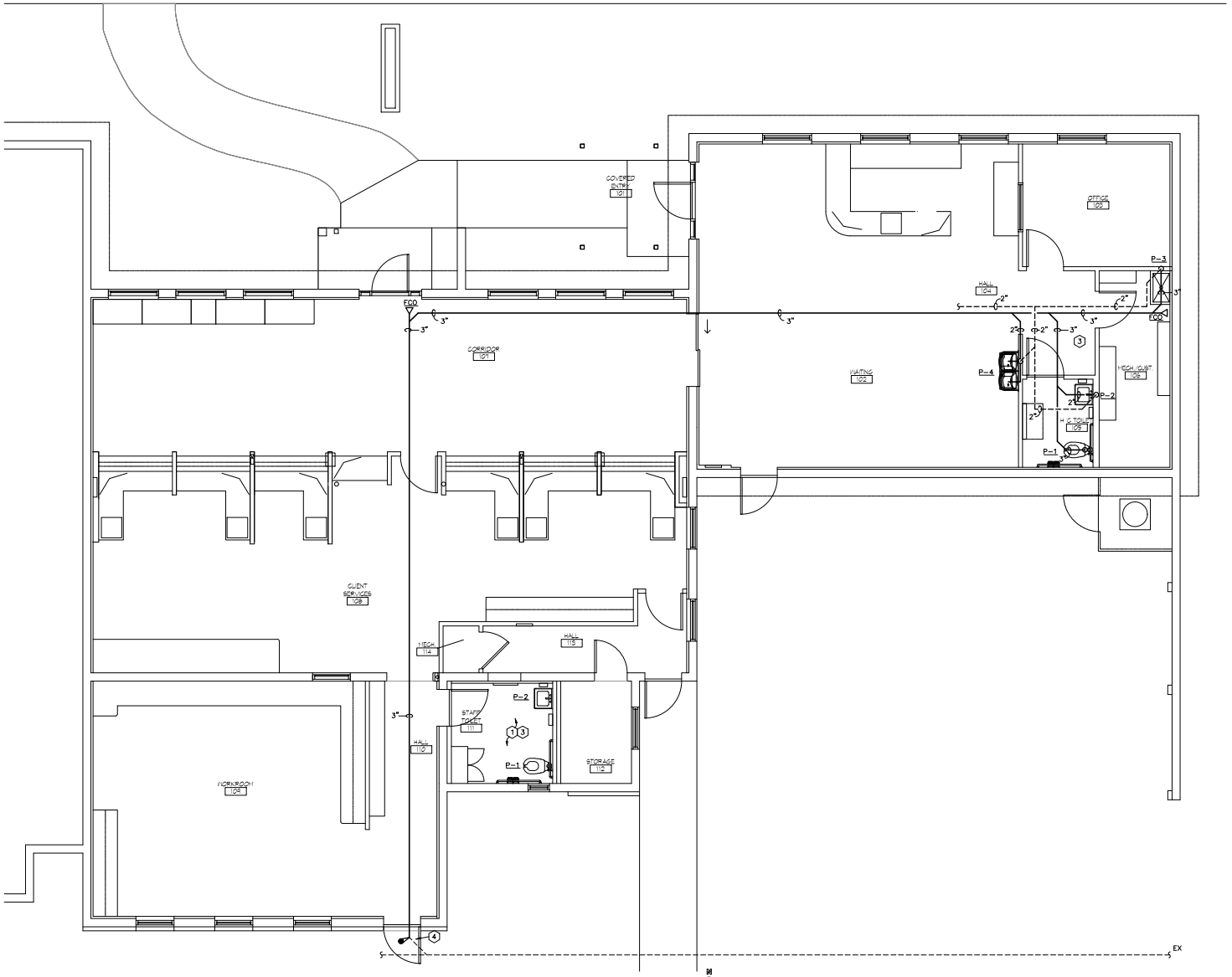
TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

PLUMBING NOTES, SCHEDULES AND LEGEND

REVISIONS

CONSTRUCTION 05/01/2024
APPROVAL
REVISIONS
CHECKED BY MC

P101
22014



FLOOR PLAN – SANITARY

SCALE: 1/4"=1'-0" /4486-P201

PLUMBING NOTES:

1. CONTRACTOR TO SUPPLY AND INSTALL NEW PLUMBING FIXTURES, CONNECT TO EXISTING SANITARY AND WATER PIPING, ADJUST PIPING ACCORDINGLY, VERIFY EXACT LOCATION IN THE FIELD. RETURN EXISTING FIXTURES TO BUILDING OWNER.
2. NOT USED.
3. DEMOLISH EXISTING FLOOR SLAB AS NECESSARY TO ACCOMMODATE NEW PIPING INSTALLATIONS.
4. EXTEND NEW SANITARY LINE AND TIE INTO EXISTING. FIELD VERIFY THE ACTUAL LOCATION AND INVERT OF THE EXISTING LINE PRIOR TO FINAL ROUTING.

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BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

BUILDING & PLUMBING PLAN - SANITARY

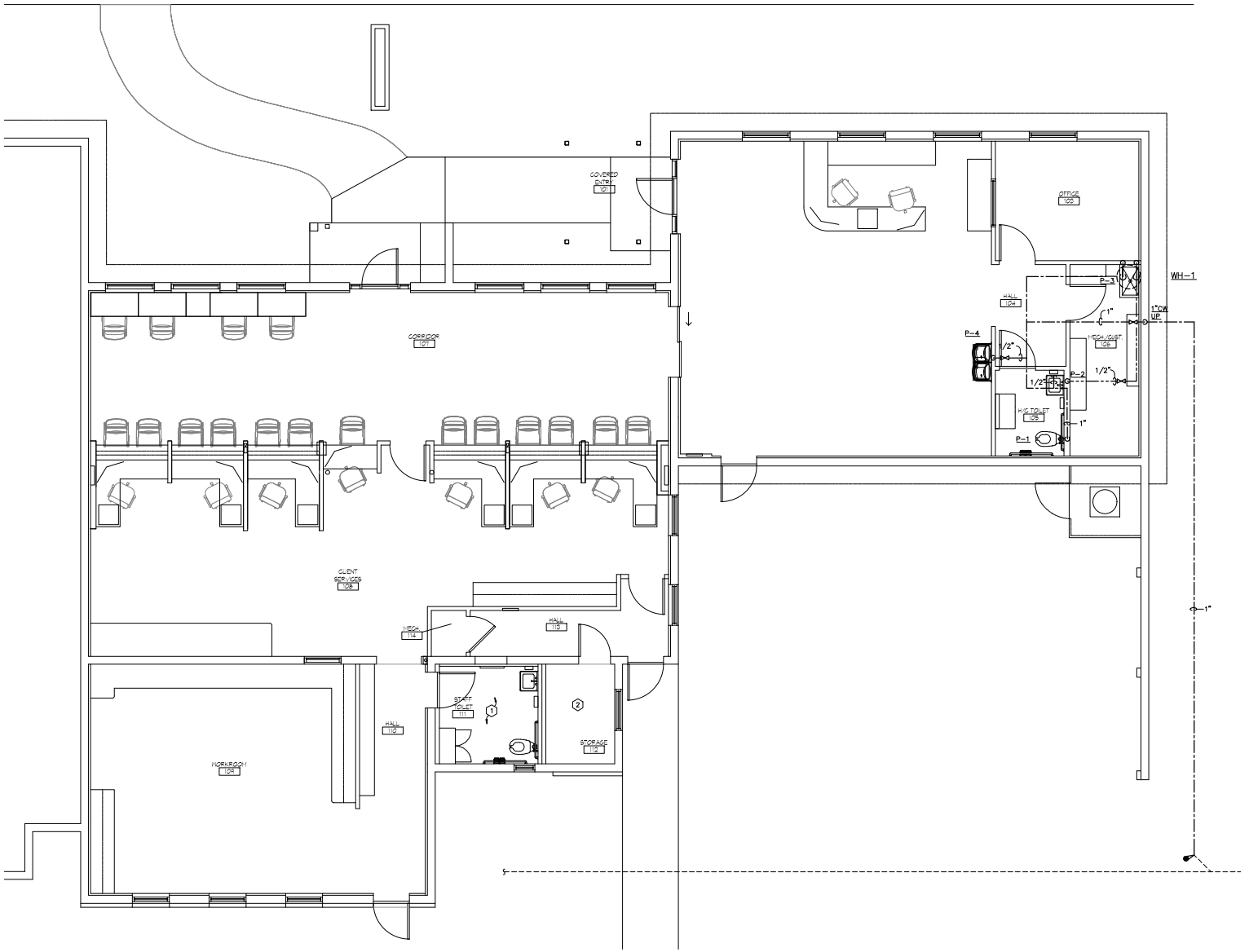
REVISIONS

CONSTRUCTION 05/01/2024
APPROVAL
REVISN
CHECKED BY MC

P201

22014

CMHM ARCHITECTS INC.
architects
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TELEPHONE 863-682-1818 | cmhm.com



FLOOR PLAN – WATER

SCALE: 1/4"=1'-0" /4486-P202

PLUMBING NOTES:

1. CONTRACTOR TO SUPPLY AND INSTALL NEW PLUMBING FIXTURES, CONNECT TO EXISTING SANITARY AND WATER PIPING, ADJUST PIPING ACCORDINGLY, VERIFY EXACT LOCATION IN THE FIELD. RETURN EXISTING FIXTURES TO BUILDING OWNER.
2. NO WORK THIS AREA.

BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

BUILDING & PLUMBING PLAN - WATER

REVISIONS

CONSTRUCTION 05/01/2024
APPROVAL
REVISIONS
CHECKED BY MC

P202
22014

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SANITARY RISER DIAGRAM
NOT TO SCALE

BID DOCUMENTS

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CONSTRUCTION	05.01.2024
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TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

FLUMBING RISER

REVISIONS

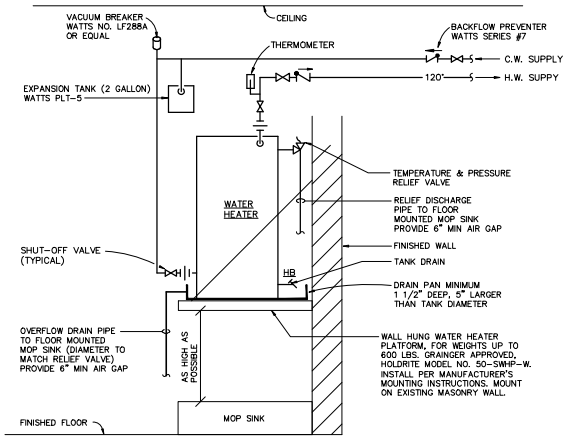
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Hi-Gear Cam Sh. Pe

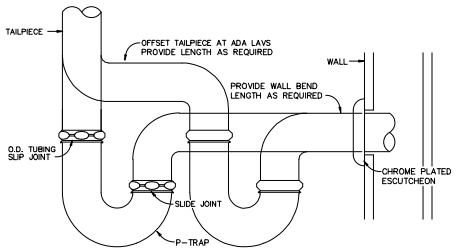
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WATER HEATER DETAIL
NOT TO SCALE

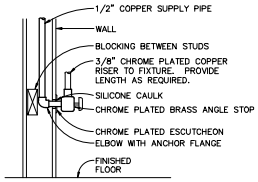


NOTE:

1. THE ENTIRE P-TRAP ASSEMBLY, INCLUDING SLIP JOINT NUTS, SHALL BE 17 GAUGE, HEAVY CAST BRASS WITH A POLISHED CHROME PLATED FINISH. (McGUIRE #8902 1 1/4" x 1 1/2"-17 GA. OR APPROVED EQUAL)

2. FOR BARRIER FREE LAVATORIES, INSTALL 1 1/4" OFFSET TAILPIECE. (McGUIRE #155WC OR APPROVED EQUAL)

'P'-TRAP DETAIL
NOT TO SCALE

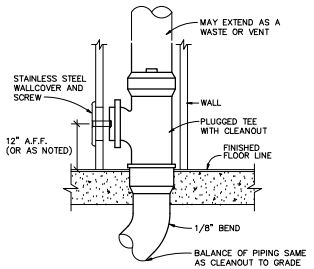


NOTES:

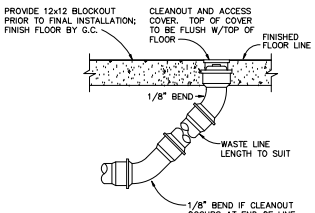
1. THE ENTIRE SUPPLY ASSEMBLY SHALL HAVE A CHROME PLATED FINISH. (McGUIRE #2165 OR APPROVED EQUAL)

2. PROVIDE SHUT-OFF VALVES TO HOT & COLD WATER LINES AT ALL FIXTURES.

SHUT-OFF VALVE DETAIL
NOT TO SCALE

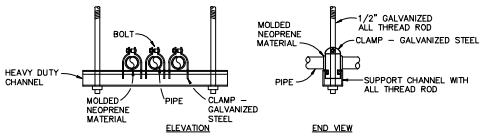


WALL CLEANOUT DETAIL
NOT TO SCALE



NOTE: PROVIDE 6" THICK x 18" DIA. CONCRETE COLLAR AT ALL CLEANOUTS IN FINISH GRADE.

CLEANOUT (1-WAY) DETAIL
NOT TO SCALE



PIPE HANGER DETAIL
NOT TO SCALE

cmhm architects

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BID DOCUMENTS

TAX COLLECTOR'S OFFICE RENOVATION - AVON PARK
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
116 E MAIN STREET AVON PARK, FL 33825

PLUMBING DETAILS

REVISIONS

CONSTRUCTION 05/01/2024
APPROVAL
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PYRAMID ENGINEERING CONSULTING ENGINEERS
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Clearwater, Florida 33760
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pyramid@pyramidengineering.org

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Demolition
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Division 9 Services	$15,572.63
ECI Demolition	$27,500.00
Simpson Environmental	$28,400.00
Milburn Demolition	$29,232.00
Bristol Environmental	No Bid
Central Hauling and Excavating	No Bid
D.H. Griffin	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Demolition (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: Bristol Environmental, Inc., Bulldog Concrete Cutting, Central Hauling & Excavating, Cross Environmental Services, Inc., D.H. Griffin Wrecking Company, Inc., Division 9 Services LLC, Environmental Construction, Inc., Environmental Holdings Group LLC DBA Alloy, Forristall Enterprises, Inc., Interior Specialists, Inc. d/b/a ISI Demolition, JVS Contracting, Inc., Kimmins Contracting Corp., LPG Demolition LLC, Milburn Southeast dba Milburn Demolition, OSH Environmental, LLC, PAW Materials Demolition, Prism Response, LLC DBA Alloy, Shawn William Shumake, LLC, DBA SWS Contracting, Simpson Environmental Services, LLC, Southeast Abatement Services, Inc., Steve Bivens Contracting, Tampa Bay Demolition LLC

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Millwork
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Home Pride Cabinets	$65,874.00
Furniture Concepts	$76,920.00
Adams Bros Cabinetry	No Bid
HIS Cabinetry	No Bid
Distinct Design Case Work	No Bid
American Countertop	No Bid
Casework of America	No Bid

BIDS OPENED BY:	**BID OPENING WITNESSED BY:**
(Signature)	(Signature)
Kevin Monsen	
(Name & Title)	(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Millwork (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors:A and S Granite and Marble, Adams Bros. Cabinetry, Inc., Alpha Granite & Marble, American Countertop, Andrews Design, LLC, Atlantic Custom Woodcraft, Corp., AWM Group, LLC, Barfield Group, Casework of America, Creative Concepts, Creative Door & Millwork LLC, Custom Made Cabinets, DeMoss Cabinetry, Distinct Designs Custom & Commercial Case Work, Inc., Furniture Concepts, Inc., HIS Cabinetry & Countertops, Home Pride Cabinets, Inc., Imperial Cabinets & Millwork, Inc., Kabinets by Kinsey, Inc., Lyndan, Inc., Marblelife of Tampa Bay, Mill-Rite Woodworking Co. Inc., Miracle Method Tampa, Nycom Inc., Paramount Trim, Inc., Rich Maid Cabinets, Inc., S&W Cabinets, Inc., SMI Cabinetry, Inc., Steve Ward and Associates, Superior Millwork Company, The Tampco Group, Unknown Company, WJ Bergin Cabinetry

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Masonry/Concrete
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
SEMCO Construction	$54,750.00
Close Construction	No Bid
Maverick Masonry	No Bid
ABBM Masonry	No Bid
ASAP Shell Contracting	No Bid
Collins Masonry	No Bid
Masonry Builders	No Bid

BIDS OPENED BY:	**BID OPENING WITNESSED BY:**
(Signature)	(Signature)
Kevin Monsen	
(Name & Title)	(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Masonry/Concrete (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: ABBM Masonry Inc., Asap Shell Contracting Inc, Bob Miller Masonry , Close Construction, Collins Masonry LLC, Falcon Contractors, Inc., Masonry Builders Inc., Maverick Masonry , Nissi Construction Inc., OLP Construction, Inc., SEMCO Construction, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Windows and Storefront
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
All Phase Glass	$16,500.00
Countryside Glass and Mirror	$16,883.38
Ready Window Sales	No Bid
Acme Glass	No Bid
Architectural Glass Services	No Bid
Atlantic Contract Glazing	No Bid
Central Florida Window and Door	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Windows and Storefront (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors:A.G. Mauro, Alerion Door, Allied Door & Hardware Company Inc., American Door & Hardware, LLC, Cajun Installation and Distributing, Inc., CENTRAL FLORIDA WINDOW AND DOOR, Commercial Door & Frame Service, Inc., D.H. Pace Company, Inc. , Division 10 Installation & Sales, Inc., Door & Hardware Openings, Inc., DOOR ONE USA, Door Solutions USA, Florida Door & Supply, Inc., Gator Door, Genesis Door & Hardware, Inc., Harney Hardware, HJ Construction Services, LLC, Hyde Commercial Door Company, Integrated Door Systems, LLC, Integrated Openings Solutions dba IOS Kansas City, J.S. Carter & Sons, Inc., JDR Doors & Hardware, LLC, Kenco Door & Hardware, Mills & Nebraska, Moore Doors & Specialties, Inc., Ocala Specialty Hardware & Installation, Inc., Performance Door & Hardware (PDHGroup), Pinnacle Door and Hardware, Ro-Mac Lumber & Supply, Inc., Steven B Hering LLC, Suncoast Commercial Door & Hardware, Inc., Taylor Cotton & Ridley, Taylor, Cotton & Ridley, Inc., The Cook And Boardman Group, The Door Whisperer, WEST TAMPA DOOR & HARDWARE

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Doors and Hardware
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Integrated Opening Solutions	$8,206.38
Door and Hardware Openings	$8,941.10
Allied Door and Hardware	No Bid
D.H. Pace	No Bid
Cook and Boardman Group	No Bid
Alerion Door	No Bid
American Door and Hardware	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Doors and Hardware (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors:A.G. Mauro, Alerion Door, Allied Door & Hardware Company Inc., American Door & Hardware, LLC, Cajun Installation and Distributing, Inc., CENTRAL FLORIDA WINDOW AND DOOR, Commercial Door & Frame Service, Inc., D.H. Pace Company, Inc. , Division 10 Installation & Sales, Inc., Door & Hardware Openings, Inc., DOOR ONE USA, Door Solutions USA, Florida Door & Supply, Inc., Gator Door, Genesis Door & Hardware, Inc., Harney Hardware, HJ Construction Services, LLC, Hyde Commercial Door Company, Integrated Door Systems, LLC, Integrated Openings Solutions dba IOS Kansas City, J.S. Carter & Sons, Inc., JDR Doors & Hardware, LLC, Kenco Door & Hardware, Mills & Nebraska, Moore Doors & Specialties, Inc., Ocala Specialty Hardware & Installation, Inc., Performance Door & Hardware (PDHGroup), Pinnacle Door and Hardware, Ro-Mac Lumber & Supply, Inc., Steven B Hering LLC, Suncoast Commercial Door & Hardware, Inc., Taylor Cotton & Ridley, Taylor, Cotton & Ridley, Inc., The Cook And Boardman Group, The Door Whisperer, WEST TAMPA DOOR & HARDWARE

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Acoustical Ceilings
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Division 9 Services	$14,439.41
Acousti	$15,660.00
AAA Ceilings	$21,945.00
Acoustical Ceilings + Interiors Services	No Bid
Acoustical Dimensions	No Bid
Anderson Interiors	No Bid
Apex Builders	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Acoustical Ceilings (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: AAA Ceiling, Acousti Engineering Company, Acoustical Ceilings + Interior Services, Inc., ACOUSTICAL DIMENSIONS LLC, Andersen Interior Contracting Inc., Apex Builders Group, Inc., Avl Systems, Inc., Beaches Painting Contracting, Inc., Brant & Son, Inc., CCF Acoustics llc, Center State Drywall, Colson Corporation, Inc., Division 9 Services LLC, Exterior Walls, Inc., Hanlon Acoustical Ceilings, Co LLC, Kenpat USA, LLC, L & D Ceilings, Inc., Lotspeich Company / Lotspeich Contracting - Tampa, Mader Southeast, Inc., MAK Construction Inc, MEC Enterprises, Quality Contractors, Inc., Real Ceilings In Tampa, RPG Acoustical Systems LLC (Manuf.), Rutter Acoustical Ceilings, Superior Structures, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Drywall and Framing
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
SEMCO Construction	$41,584.00
Garrard Framing and Drywall	$56,500.00
Division 9 Services	$57,548.62
Lee Drywall	No Bid
Supreme Ceilings and Interiors	No Bid
20th Century Construction Group	No Bid
A&G General Services	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Drywall and Framing (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: 20th Century Construction Group, A&G General Services USA, AA Stucco & Drywall, Inc., Acousti Engineering Company, Advanced Masonry Systems, Affirmed Drywall Miami, Andersen Interior Contracting Inc., Asap Shell Contracting Inc, Baylor Construction, Inc., Brevard Framing & Drywall, Center State Drywall, Collins Construction and Company, LLC, Division 9 Services LLC, Drywall Elements, Feliciano Drywall Inc, Ford Drywall & Stucco, Forged Framing Drywall LLC, Future Interior, Inc., Garrard Framing & Drywall, Green House of Florida, Inc, J Goss Structures, Inc, Jimmy Blackwell Framing, Kenpat USA, LLC, KHS&S - East, Lee Drywall, Mader Southeast, Inc., McDaniel Construction, Inc., Perini Interiors, LLC., Port City Drywall, Raynor Company Group, SEMCO Construction, Inc., Sunstate Contractors LLC, Superior Structures, Inc., Supreme Ceiling & Interiors, Wal-Mark Contracting Group LLC, Walker Commercial Interiors, LLC, West Star Interiors, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Flooring
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Spectra Flooring	$24,880.00
Stinson Flooring	$32,922.42
Mijan Construction	$41,227.29
David Allen Company	No Bid
Acalet Flooring	No Bid
AJ Flooring Specialists	No Bid
Ansbro Flooring	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Flooring (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: AChalet Flooring, Inc., Acousti Engineering Company, AJ FLOORING SPECIALIST SERVICES INC, Ansbro Aldrich Flooring, Inc., Architectural Tile & Marble, Bolcor Commercial Flooring, David Allen Company, Dove Carpets & Interiors, Inc., Duffy & Lee Carpet Company, Elite Flooring & Design, Inc., Envision , Floor Interior Services Corp, Floors Inc., Florida Floors SW, Inc., Great Lakes Carpet & Tile, LLC, Hudson Everly Commercial Flooring, Lujo Floors, M V Tile Marble & Granite Inc., Manasota Flooring, Inc., MIE, INC., Mijan Construction, Morales Custom Flooring Inc, Nances Abbey Carpet & Floor, Nances Flooring, Olson Contract Floors, Pro Flooring Systems, Pro Flooring Systems, LLC, Prodigy Flooring, ProFloors, Resource Flooring and Maintenance, Ronnies Carpets, Spec 9 LLC, Spectra Holdings, Inc. dba Spectra Contract Flooring, Stinson Carpets, Inc., Sunshine Interiors, The Duffy & Lee Carpet Company, Torres Total Flooring, Unknown Company, Williford Flooring Co Inc

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Painting
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Paramount Painting	$12,595.00
RC/DC Painting	$12,900.00
C&C Painting	$17,895.00
Mijan Construction	$24,407.00
AD Coatings	No Bid
Advanced Painting Contractors	No Bid
B&G Painting	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Painting (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: AD Coatings, Advanced Painting Contractors, Inc., B&G Painting, Inc., Beaches Painting Contracting, Inc., Browns Painting, LLC, C & C Painting & Waterproofing, Inc., Center State Painting LLC, Commercial Coatings & Wall Coverings, LLC., Dunkman Paint & Wallcovering, LLC, Exterior Walls, Inc., Fletcher Painting, Inc., Ganster & Co., Inc., H.I.S. Painting, Inc., Hom Construction Services, Ideal Contracting Solutions LLC, KattiYah Painting, Lyle Painting, Lyle Painting & Decorating, Merit Professional Coatings Holdings, Mijan Construction, Moss Waterproofing & Painting, OBI Global LLC dba Global 360 Painting, Paramount Painting & Services, Inc., Precision Paint & Drywall, Inc., Precision Painting Group, Professional Exterior Painting LLC, Randalls Painting of Central Florida, RCDC Incorporated, Reynolds Painting Group FL, Service Contracting Solutions, service painting corp, Sourini Painting, Inc., Spec Systems, Trio Plus Painting, Inc., Valor Painting and Design, Wintergreen Construction Services, Inc., Xtreme Painting Services, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Accessories
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Rolling Oak Supply	$2,217.00
Watkins Accessories	$4,750.00
Bell Architectural	No Bid
Southern Storage Systems	No Bid
Associated Building Specialties	No Bid
Florida Specialty Products	No Bid
LFC Specialties	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Accessories (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: Associated Building Specialties, Austin & Associates, Barfield Group, Bell Architectural Specialties, Inc., Division 9 Services LLC, Florida Specialty Products, Haines City Fire Extinguisher Service, Inc., Heritage Product Resources, Inc., LFC Specialties LLC, Mardale Specialties Direct Inc, Pinnacle Door and Hardware, Rolling Oak Supply, Inc., Smith Turlington Contracting, Southern Storage Systems Inc, Specialties Direct, Inc., Square 10 Source Inc, Storage & Handling Equipment, Storagecraft, The Tampco Group, Watkins Accessories, We Supply Division 10, LLC

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Aluminum Canopy
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Perfection Architectural	$18,180.00
Sundance Architectural	$24,532.00
Walt Dittmer & Sons	$29,900.00
Mullet Aluminum	No Bid
Royal Aluminum	No Bid
Awning Works	No Bid
Peachtree Protective Covers	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Aluminum Canopy (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: Awning Works, Childers Carports and Structures Inc., Mullets Aluminum Products, Inc., Peachtree Protective Covers, Inc., Perfection Architectural Systems, Royal Aluminum, Sundance Architectural Products, LLC, Walt Dittmer & Sons, Inc. dba Dittmer Architectural Aluminum

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Plumbing
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Tritech Plumbing	$48,500.00
Echols Plumbing	$65,550.00
CC Plumbing and Repair	No Bid
Ackerman Plumbing	No Bid
Alderman Plumbing	No Bid
American Plumbing	No Bid
Arrow Plumbing Service	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Plumbing (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: Ackerman Plumbing, Inc., Alderman Plumbing, American Plumbing of Sarasota, Arrow Plumbing Services LLC, Bullgator Plumbing Inc, C C Plumbing And Repair, Coastal Mechanical Services, LLC , Collett South Plumbing, Dixie Plumbing, Inc., DPaul Plumbing Inc., DuCon Construction, East Polk, LLC, Echols Plumbing & AC, Elite Plumbing Solutions LLC, Fassler Plumbing, Inc., Heichel Plumbing, Keller Mechanical & Engineering Inc., LT PLUMBING LLC, Meridian Mechanical Services, MIELKE Mechanical Inc, Monarch Plumbing, Inc., Page Mechanical Group, Royal Plumbing Company, S.I. Goldman Company, Inc., Samco Plumbing Inc, Sauer Mechanical, LLC, Snyder Plumbing, Southern Plumbing, Inc., TriTech Mechanical, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	HVAC
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Payne Air Conditioning and Heating	$32,667.00
Absolutely Cool	$33,925.00
Air and Electric Service	$38,517.00
HDI Mechanical	$50,525.00
ACT Heating and Cooling	No Bid
Bluefin Mechanical	No Bid
Coastal Mechanical	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

HVAC (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: Absolutely Cool Innovations LLC, Ac's Heating & Air LLC, ACT Heating and Cooling, Air and Electrical Service , B&I Contractors, Inc., Bluefin Mechanical, Coastal Florida Mechanical, Inc., Coastal Mechanical Services, LLC , Cool Solutions A/C, East Polk, LLC, Echols Plumbing & AC, Florida Mechanical, LLC, Gibson Air Conditioning & Refrigeration, LLC, Grimes Heating & Air Conditioning, HDI Mechanical HVAC, Juliano Air Conditioning , Kuebler Mechanical LLC, Lakeside Air Conditioning Inc, Mark Palmer Electric, Mark Palmer Electric SVC, Inc., Meridian Mechanical Services, MIELKE Mechanical Inc, Page Mechanical Group, Payne Air Conditioning & Heating, Inc., Precision Air Conditioning, Ridge Air Conditioning , Superior Mechanical Systems, Tappouni Mechanical, Inc., Total Air Solutions, LLC, TriTech Mechanical, Inc.

Project Name:	Avon Park Tax Collectors Office Renovations
Owner:	Highlands County Board of County Directors
Bid Package:	Electrical
Bid Opening Date:	4/2/2024
Bid Opening Time:	3:30 PM

A.D. MORGAN

SECTION 1

(To be completed at bid opening - original to be retained by Owner Project Manager)

Bidder Name	Base Bid
Air and Electric Service	$68,115.00
Boncore Electric	$68,900.00
Mark Palmer Electric	No Bid
Moore Power	No Bid
AEI Electric	No Bid
Associated Electric	No Bid
B.L. Electric	No Bid

BIDS OPENED BY:

(Signature)

Kevin Monsen

(Name & Title)

BID OPENING WITNESSED BY:

(Signature)

(Name & Title)

SECTION 2

(To be completed at A.D. Morgan after analysis of Bids to be submitted with GMP to Owner)

We hereby submit and recommend: _____ (Subcontractor Name) to be awarded the subcontract for:

Electrical (Scope of Work) for the referenced project for the amount of: _____ (Insert Value)

Bids were solicited from the following subcontractors: AEI Electric, Air And Electric Services, Air and Electrical Services , APG Electric, Inc., Associated Electric, B.L. Smith Electric, Inc., BCI Integrated Solutions, Boncore Electric Inc., Boys Electrical Contractors, LLC, Bradford Electric, Inc., CEI Electrical Contractors, Circuit Electric, Inc., Crown Electric, D & S Electrical Technologies, Inc., DUBAR ELECTRIC, INC, Hypower, LLC, InterBay Electric Co., Inc., M&M Electric of Central Florida, Inc., Mark Palmer Electric, Mark Palmer Electric SVC, Inc., Meisner Electric, Moore Power, Inc., Owen Electric, Proton Electric Service, LLC, Quinco Electrical, Inc., Safe Electric LLC, Shock Electric Service Llc, Static Shock Electric Inc, Stryker Electrical Contracting, Inc., Terrys Electric, Tri-City Electric Co., Inc.

20-039 AD Morgan TOA 1-1 lgl apv 6-10-2024

Final Audit Report 2024-06-12

Created:	2024-06-11
By:	Tiffany Gunn (tgunn@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXuJUtluXlBbitZgnlBH2wXMnCsvSeCSh

"20-039 AD Morgan TOA 1-1 lgl apv 6-10-2024" History

Document created by Tiffany Gunn (tgunn@highlandsfl.gov)
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Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)

Signature Date: 2024-06-12 - 11:59:07 AM GMT - Time Source: server

Agreement completed.

2024-06-12 - 11:59:07 AM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Joseph L. DeFronzo, P.E., Asst. County Engineer - Transportation**
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: **Request adoption of Resolution No. 23-24-133 for Budget Amendment (B/A) 23-24-122 to appropriate funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.**

STATEMENT OF ISSUE

Attached for your review and approval is Resolution No. 23-24-133 along with accompanying B/A 23-24-122, to appropriate funds for Project No. 23089 CR 29 Turn Lanes and School Zone Improvements This project is for construction of adding turn lanes within the right-of-way along CR 29 at Lake Country Elementary and S Sun N Lakes Boulevard; and relocating the existing School Speed Zone signing and pavement markings. The work will be completed in-house by the Road and Bridge and Traffic Operations staff starting in July 2024. Engineering, Sheriff's Office, and School Board staff discussed the proposed improvements and are in agreement with a cost sharing plan as outlined in a proposed Interlocal Agreement that will be presented this morning as well. The total cost of the improvements is estimated to be $66,606.42. The school Board has agreed to pay $40,000.00 and the County's portion will be $26,606.42. The improvements are anticipated to be completed in 30 days or prior to classes starting on August 12, 2024.

Joseph DeFronzo, P.E. is the project manager for this project.

RECOMMENDED ACTION

Move to adopt Resolution No. 23-24-133 for B/A 23-24-122 to appropriate funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.

FISCAL IMPACT

The fiscal impact is a $49,500.00 decrease to Project No. 22003 TOSIP Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects), Revenue Account No. 3999100Z, a $49,500.00 decrease to Project No. 22003 TOSIP Fund 151, Cost Center 4102A, Account No. 56301Z (Project Capital Infrastructure), a $26,106.42 decrease in Project No. 23003 TOSIP Fund 151, Coast Center 4102A, Account No. 3999100Z, a $26,106.42 decrease in Project No. 23003 TOSIP Fund 151, Cost Center 4102A, Account No. 56301Z, an increase to Project No. 23089 Fund 151 Cost Center 4102A, Account 56301Z in the amount of $66,606.42.

Attachments: 23-24-122 Proj 23089 CR 29 Turn Lane School Zone Improvements (BA).pdf
23-24-133 Proj 23089 CR 29 Turn Lane School Zone Improvements (Resoluiton).pdf

REVIEWED
O.M.B DEPARTMENT
June 11, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/6/2024**

SUBMITTED BY: **Joseph DeFronzo, P.E., Assistant County Engineer**

FUND(S): **151**

FUND TITLE(S): **Infrastructure Surtax**

COST CENTER(S) #: **4102A**

PROJECT(S) #: **22003, 23003, 23089**

PROJECT TITLE(S): **TOSIP FY22-23, TOSIP FY23-24, CR 29 Turn Lanes & School Zone Improvements**

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 Fund Balance Forward	22003	49,500.00		49,500.00	0.00
E	151	4102A	56301Z	Project Capital Infrastructure	22003	49,500.00		49,500.00	0.00
E	151	4102A	56301Z	Project Capital Infrastructure	23003	86,190.00		17,106.42	69,083.58
R	151		3999100Z	Project Fund Balance Forward	23089	0.00	49,500.00		49,500.00
E	151	4102A	56301Z	Project Capital Infrastructure	23089	0.00	66,606.42		66,606.42
									0.00

REASON: **This Budget Ammendment is necessary to allocate funds and set-up a budget for the project and add the $66,606.42 in funding from Budgeted TOSIP funds From FY 22 and FY 23 to make these necessary roadway safety improvements.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-122

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-133

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-122 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-122 is hereby approved and authorized to appropriate funding from Project Fund Balance Forward from Project 22003 TOSIP FY22-23 and from Project 23003 TOSIP FY23-24 (current year budgeted allocation) for Project 23089 CR 29 Turn Lane & School Zone Improvements in the amount of $66,606.42.

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 June 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 18, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-134 for Budget Amendment 23-24-124 to reverse a portion of encumbrances that rolled from FY 22/23 into FY 23/24.**

STATEMENT OF ISSUE

On October 18, 2023, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 22/23 into FY 23/24. Subsequently, it was determined that a portion of the encumbrances that rolled were no longer needed due to expenditures being moved back into FY22/23. This budget amendment is removing funds in the FY 23/24 budget to reflect the correct budget in FY23/24.

RECOMMENDED ACTION

Move to adopt resolution 23-24-134 for budget amendment 23-24-124 to reverse a portion of encumbrances that rolled from FY 22/23 into FY 23/24.

FISCAL IMPACT

The fiscal impact will be a decrease to the overall budget in the amount of $125,307.02 by reversing a portion of encumbrances that rolled forward from FY 22/23 into FY 23/24. The following funds decreased, and amounts are as follows: Fund 005 General ($45,012.02), Fund 152 Tourist Development Trust ($9,612.00), Fund 181 Fire Assessment ($4,610.38), Fund 401 Solid Waste ($66,072.62).

Attachments: 23-24-124 Encumbrance Roll Adjustments - Non Projects (BA).pdf
23-24-124R Encumbrance Roll Adjustments - Non Projects (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
June 11, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **2/7/2024** SUBMITTED BY: **OMB**

FUND(S): **SEE LIST** FUND TITLE(S): **SEE LIST** COST CENTER(S) #: **SEE LIST**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **SEE LIST**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3999110	Encumbrances Carried Fwd		259,434.85		4,610.38	254,824.47
E	181	3217	53100	Professional Services		165,614.00		400.00	165,214.00
E	181	3217	53400	Contractual Services		271,137.88		50.40	271,087.48
E	181	3217	55230	Attractive Prop-Inventory		74,182.60		4,159.98	70,022.62
R	005		3999110	Encumbrances Carried Fwd		279,329.18		20,335.10	258,994.08
E	005	5105	53100	Professional Services		188,856.00		600.00	188,256.00
E	005	5105	53400	Contractual Services		188,551.98		15,575.13	172,976.85
E	005	5105	55230	Attractive Prop-Inventory		153,382.60		4,159.97	149,222.63

REASON: **To reverse rolled encumbrances for closed PO's and/or expenditures associated with rolled PO's that were moved back into FY22/23.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-124**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-124

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999110	Encumbrances Carried Fwd		315,216.08		66,072.62	249,143.46
E	401	4210	53100	Professional Services		760,981.81		7,990.68	752,991.13
E	401	4210	53116	Monitoring Wells		52,229.00		2,423.00	49,806.00
E	401	4210	54600	Repair & Maintenance		553,569.33		55,658.94	497,910.39
R	005		3999110	Encumbrances Carried Fwd		258,994.08		24,676.92	234,317.16
E	005	2103	53100	Professional Services		271,111.97		24,676.92	246,435.05
R	152		3999110	Encumbrances Carried Fwd		20,000.00		9,612.00	10,388.00
E	152	5305	53400	Contractual Services		596,025.00		9,612.00	586,413.00
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Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-124

FUND(S)	FUND TITLE(S)
005	General
152	Tourist Development Trust
181	Fire Assessment
401	Solid Waste

COST CTR(S)	COST CENTER TITLE(S)
3217	Fire Assessment
5105	Ambulance Service 005
4210	Refuse Disposal Systm 401
2103	County Attorney
5305	Tour Dev-Marketing & Prom

FUND	COST CENTER	PROJ #	PROJECT TITLE

RESOLUTION NO. 23-24-134

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-124 TO THE GENERAL, TOURIST DEVELOPMENT TRUST, FIRE ASSESSMENT, AND SOLID WASTE; 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, Tourist Development Trust, Fire Assessment, and Solid Waste Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-124 is hereby approved and authorized to adjust the listed funds for encumbrances that rolled into FY23/24 and then expenditures being transferred to the prior fiscal year. The net fiscal impact is a decrease in the amount of $125,307.02 to remove the budget no longer needed in fiscal year 23/24.

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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 June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 18, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-135 for Budget Amendment 23-24-125 to reverse a portion of Project encumbrances that rolled from FY 22/23 into FY 23/24.**

STATEMENT OF ISSUE

On October 18, 2023, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 22/23 into FY 23/24. Subsequently, it was determined that a portion of the encumbrances that rolled were no longer needed due to expenditures being moved back into FY22/23. This budget amendment is removing funds in the FY 23/24 budget to reflect the correct budget in FY23/24

RECOMMENDED ACTION

Move to adopt resolution 23-24-135 for budget amendment 23-24-125 to reverse a portion of Project encumbrances that rolled from FY 22/23 into FY 23/24.

FISCAL IMPACT

The fiscal impact will be a net increase to the overall budget in the amount of $150,261.52 by reversing a portion of encumbrances that rolled forward from FY 22/23 into FY 23/24. The following funds decreased, and amounts are as follows: Fund 005 General ($68,712.75), and Fund 355 HCFPIRN LTD Capital ($18,818.85) while Fund 151 Infrastructure Surtax increased $61,089.50.

Attachments: 23-24-125 Encumbrance Roll Adjustments - Projects (BA).pdf
23-24-125R Encumbrance Roll Adjustments - Projects (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
June 12, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/14/2024** SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999110Z	Project Encumb Forward	20079	60,439.62		60,300.00	139.62
E	005	6212	56400Z	Project Equipment	20079	60,439.62		60,300.00	139.62
									0.00
									0.00
									0.00
									0.00

REASON: **To reverse rolled encumbrances for closed PO's and/or expenditures associated with rolled PO's that were moved back into FY22/23.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-125**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-125

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999110Z	Project Encumb Forward	20056	4,828.65		185.00	4,643.65
E	005	3996	53100Z	Project Professional Svc	20056	4,828.65		185.00	4,643.65
R	151		3999100Z	Project Fd Bal Forward	21099	0.00	298,882.62		298,882.62
E	151	4102A	56301Z	Proj Capital Infrastructu	21099	1,075,896.73	298,882.62		1,374,779.35
R	151		3999110Z	Project Encumb Forward	21099	1,075,896.73		26,833.35	1,049,063.38
E	151	4102A	56301Z	Proj Capital Infrastructu	21099	1,374,779.35		26,833.35	1,347,946.00
R	151		3999110Z	Project Encumb Forward	19016	3,636.53		1,781.16	1,855.37
E	151	4102A	56301Z	Proj Capital Infrastructu	19016	29,735.73		1,781.16	27,954.57
R	005		3999100Z	Project Fd Bal Forward	20076	69,214.63		69,214.63	-
R	005		3315100Z	American Rescue Plan Act	20076	0.00	69,214.63		69,214.63
R	005		3999110Z	Project Encumb Forward	20076	1,925.64		1,925.64	-
E	005	3996	56200Z	Project Buildings	20076	184,070.27		1,925.64	182,144.63
R	151		3999110Z	Project Encumb Forward	16044	44,402.20		6,322.87	38,079.33
E	151	5106A	56200Z	Project Buildings	16044	1,731,863.92		6,322.87	1,725,541.05
R	151		3999110Z	Project Encumb Forward	22030	95,500.00		17,946.06	77,553.94
E	151	4102A	56200Z	Project Buildings	22030	2,364,453.85		17,946.06	2,346,507.79
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-125

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999110Z	Project Encumb Forward	19041	14,014.26		6,302.11	7,712.15
E	005	6303	53100Z	Project Professional Svc	19041	87,764.26		6,302.11	81,462.15
R	355		3999110Z	Project Encumb Forward	18051	93,165.13		18,818.85	74,346.28
E	355	2685	56200Z	Project Buildings	18051	422,553.00		18,818.85	403,734.15
R	151		3999110Z	Project Encumb Forward	22051	21,175.00		4,950.00	16,225.00
E	151	4102A	56200Z	Project Buildings	22051	121,175.00		4,950.00	116,225.00
R	151		3999110Z	Project Encumb Forward	22061	124,760.92	861.44		125,622.36
E	151	4102A	56301Z	Proj Capital Infrastructu	22061	382,327.94	861.44		383,189.38
R	151		3999110Z	Project Encumb Forward	21104	42,176.25		4,117.50	38,058.75
E	151	2672A	56200Z	Project Buildings	21104	5,371,961.73		4,117.50	5,367,844.23
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Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-125

FUND(S)	FUND TITLE(S)
005	General Fund
151	Infrastructure
355	HCFPIRN LTD Capital Fund

COST CTR(S)	COST CENTER TITLE(S)
6212	Libraries - Countywide
4102A	Transportation Projects
2672A	Facilitties Management 151
3996	Emergency/Disaster Relief
5106A	Animal Control - 151
6303	Natural Resources
2685	HCFPIRN LTD Capital Exps
2680F	HCISSR LTD Captial 2021
2672A	Facilitties Management 151

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	6212	20079	HC Libraries Outreach
005	3996	20056	American Rescue Plan Act
151	4102A	21099	SRF Drainage Improvement Study
151	4102A	19016	Sun-N-Lakes Blvd Sidewalk
005	3996	20076	Emergency Storage Facility (ARPA)
151	5106A	16044	Animal Control Building
151	4102A	22030	R&B Main Bldg Expansion
005	6303	19041	Sebring WMP
355	2685	18051	Fire Rescue Station 36
151	4102A	22051	Annex 2nd Floor Renovation
151	4102A	22061	Catfish Creek Rd Bridge Rehabilitation
151	2672A	21104	Spring Lk Fire Station 20

Form Revised 10/13/2023

RESOLUTION NO. 23-24-135

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-125 TO THE GENERAL, INFRASTRUCTURE SURTAX, AND HCFPIRN LTD CAPITAL FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General, Infrastructure Surtax, and HCFPIRN LTD Capital Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-125 is hereby approved and authorized to adjust the listed funds for encumbrances that rolled into FY23/24 and then expenditures being transferred to the prior fiscal year. The net fiscal impact is an increase in the amount of $150,261.52 to remove the budget no longer needed in fiscal year 23/24.

.

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 June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 18, 2024

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

SUBJECT/TITLE: **Status Update on the National Pollutant Discharge Elimination System (NPDES) Phase II permitting efforts.**

STATEMENT OF ISSUE

The NPDES program is a state mandated program in which the county, in conjunction with the City of Sebring and City of Avon Park, participates in on-going efforts to eliminate or reduce the amount of non-stormwater runoff entering storm water sewer system outfalls. We are currently in cycle 2 year 5 of Phase II of MS4 Permit ID# FLR04E148.

Each year pollution information is provided to the public and local businesses through various means such as brochure distribution at community events, Rotary meetings, and the Chamber of Commerce. In addition, in accordance with Ordinance 18-19-08 and the County's adopted Standard Operating Procedures (SOP) contractors are required to follow NPDES guidelines pertaining to illicit discharge, erosion and sediment controls, and waste controls for all new developments. Inspections are also conducted annually on existing local businesses such as food industries, lawn care, auto repair shops, car washes, and the County owned maintenance/fleet yards to ensure compliance.

On April 03, 2024, FDEP conducted an audit of our cycle 2 year 3 documentation. Enclosed is a copy of the FDEP Audit Report and Engineering's response. In addition, enclosed is a copy of the cycle 2 year 5 NPDES Annual Report with a list of the goals to be completed each year.

Staff is currently working with CivilSurv Design Group to complete the Year 4 Annual Report which is due to the state on November 10, 2024.

RECOMMENDED ACTION

Move to accept into record, the FDEP Audit Report and Highlands County Engineering responses given herein.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands County Phase II MS4 Annual Report Yr 3 Cy 2.pdf
HighlandsCo_148_C2Y3_Audit_Package_20240507.pdf
RAI Response Yr 3 audit FINAL - board.pdf

NPDES ANNUAL REPORT
Phase II MS4 Permit ID # FLR04E148 – HIGHLANDS COUNTY

PHASE II MS4 ANNUAL REPORT for Permit Year: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 **Other:** _____

Instructions for completing this form:

- Complete Sections I through V and submit to the Department to fulfill the annual reporting requirement under the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems, Rule 62-621.300(7)(a), F.A.C.
- The numbering and references to Best Management Practices (BMPs) on the Annual Report Form should reflect the information given in the MS4's Notice of Intent (NOI) form previously submitted to the Department. **PLEASE REFER TO ORIGINAL AND APPROVED PHASE II MS4 NOI SUBMITTAL WHILE COMPLETING SECTION II OF THIS FORM.** Proposed changes to the approved SWMP shall be indicated in Section III of this form.
- When complete, submit this Annual Report form to the following address:

  NPDES Stormwater Section
  Florida Department of Environmental Protection
  2600 Blair Stone Road
  M.S. 3585
  Tallahassee, FL 32399-2400.

- Do **NOT** include any attachments **EXCEPT** for Monitoring Data in Section IV, if applicable.

SECTION I. PHASE II MS4 OPERATOR INFORMATION

A.	Name of the Phase II MS4 Operator: **Highlands County Board of County Commissioners**		
B.	Name of the Phase II MS4 Responsible Authority: **Clinton Howerton Jr. , P.E.**		
	Title: **County Engineer**		
	Mailing Address: **505 South Commerce Avenue**		
	City: **Sebring**	Zip Code: **33870**	County: **Highlands**
	Telephone Number: **863-402-6877**		
	E-mail Address:		
C.	Name of the Designated Phase II MS4 Stormwater Management Program Contact: **James D. Langford, P.E.**		
	Title: **Assistant County Engineer**		
	Department: **Engineering Department**		
	Mailing Address: **505 South Commerce Avenue**		
	City: **Sebring**	Zip Code: **33870**	County: **Highlands**
	Telephone Number: **863-402-6877**		
	E-mail Address: **jdlangford@highlandsfl.gov**		
D.	Location of the Phase II MS4 (if different than the mailing address in Section I.C. above):		
	Street Address:		
	City:	Zip Code:	County:

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
1a	01	Utilize a public education program to distribute education materials to the community or conduct equivalent outreach activities about the impacts of stormwater and illicit discharges into water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.	1. Document & report the number of public outreach activities conducted in a year, the event that occurred, and include a sample of the literature distributed for the events. Example events include the County Fair, Soda Fest, and Ag-Venture events.	1. Years 1-5	1. Stormwater pamphlets were present and seven were taken at the County Fair, (2/3-2/11) and no pamphlets were taken at the Soda Fest (2/7-2/8)
			2. Document the number of self-serve pamphlets or flyers distributed to the general public each year.	2. Years 1-5	2. Approximately 1,070 brochures were distributed, made available at Chamber, Highlands BoCC, Sebring, and Avon Park. Approximately 200 were taken in the reporting period.(AP- 150 city hall, zero were taken from Highlands county, 50 from Sebring)

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	B	C
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
	02	The county will update their website annually with links to the State and Federal NPDES websites. This will be utilized to educate the public on stormwater runoff, pollutant reduction the public can implement.	1. Document the number of views to the NPDES stormwater program page via site.	1. Years 1-5	1. Pageviews and Unique pageviews are unavailable on the Highland County NPDES web page due to Google Analytics and are currently working with the internet provider for this information.
			2. Document updates to the NPDES website.	2. Years 1-5	2. A link to the Federal NPDES web page previously existed, nothing was added during the reporting period.
	03	The county will post educational information/brochures on the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff on its social media page.	1. Document and report the number of posts to the county's social media page during the reporting period.	1. Years 1-5	1. Zero posts were made to the county's social media page related to stormwater or NPDES.
			2. Document and report the number of followers/friends the county's social media pages have at the time of post.	2. Years 1-5	2. There at 21,000 followers for Highlands County's Facebook page.
	04	The county will install storm drain markers making the public aware that the storm drains discharge to surface waters.	1. Document and report the number of storm drain markers installed or replaced.	1. Years 1-5	1. No new storm drain markers were installed in Highlands County inlets. There are now a total of 132 markers installed in Highlands County inlets,130 in Avon Park inlets, and 80 in Sebring inlets.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
2a	01	Comply with State and local public notice requirements when implementing a public involvement/public participation program. Provide public events to reduce pollutants such as cleanup events, public meetings, and handing out information at widely attended events.	1. Provide an NPDES Phase II program status report to the BOCC at least once per year on Agenda as a Consent item or Action item.	1. Years 1-5	1. NPDES was not on agenda.
			2. Build a partnership with local municipalities within MS4 (Sebring, Avon Park) to form volunteer Cleanup Program.	2. Year 1	2. Partnership was made and met multiple times. Plans for future meetings are underway
			3. Document the number of Cleanup events and approximate number of attendees.	3. Years 2-5	3. One clean up event for Lake Jackson on 9/17/22, 25 Attendees.
			4. Report the weight of debris removed from MS4 as a result of cleanup events.	4. Years 2-5	4.Approximately 8 cubic yards of debris were removed from MS4 as a result of the Lake Jackson cleanup (3,940 lbs).
	02	Distribute informational brochures on stormwater and illicit discharges into the stormwater system. These	1. Document number of events during the reporting period.	1.Years 1-5	1. Brochures were present and at two events during the reporting period.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	B	C
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		brochures would be distributed at various community events.	2. Document number of brochures distributed at each event.	2. Years 1-5	2. Seven brochures were distributed at the County Fair, zero were taken at the Soda Fest.
	03	The county will hold a semiannual Household Hazardous/E-Waste Collection Day allowing residents to dispose of any waste at the landfill or recycling center. The county advertises the event in newspapers and on their website in advance of the event.	1. Document and report the amount of waste collected.	1. Years 1-5	1. 4.909 tons of waste was collected at the semiannual Household Hazardous Collection Day on 10/29/22 and 4.471 tons of waste was collected at the semiannual Household Hazardous Collection Day on 3/4/23
			2. Document and report the number of participants.	2. Years 1-5	2. 233 people participated in the semiannual Household Hazardous Collection Day on 10/29/22 and 286 people participated 3/4/23.
3a	01	Update the storm sewer system map showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.	1. The county will maintain the storm sewer system map, documenting new outfalls.	1. Years 1-5	1. The outfall map was confirmed in year 3 with no new outfalls discovered. Some coordination is occurring due to potential overlapping outfalls with Avon Park and/or FDOT D-1.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
3b	01	Ordinance No. 18-19 effectively prohibits illicit discharges and connections to the County's storm sewer system and gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document changes to the ordinance (18-19-08) specifically related to illicit discharge.	1. Years 1-5	1. No changes were made to the Ordinance specifically related to illicit discharge.
3c	01	Implement standard operating procedure (SOP) to detect and eliminate non-stormwater discharges, including illegal dumping to the MS4 utilizing SOP generated for inspections.	1. Document inspection of 20% of food, yard maintenance, vehicle repair, or car wash businesses each year within the MS4 in order to inspect all within a 5 year period.	1. Years 1-5	1. 22 commercial inspections were performed of the 84 businesses noted within the County (approximately 40 in County, not in AP or Sebring). Further mapping and coordination was performed to split them into group for easier inspections. Updated inspection forms are being generated for Cartegraph.
			2. Document the number detected.	2. Years 1-5	2. Four total issues were noted.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
			3. Document the number of code enforcement notifications issued.	3. Years 1-5	3. No code enforcement notifications were noted in Year 3 as issues were resolved at the initial inspection level.
3d	01	Inform public employees, businesses, and the general public of hazards associated with illegal dumping to the MS4 specifically explaining the illegal stormwater and illicit discharges.	1. Provide information to the general public once per year listing at least 3 hazards associated with dumping to the MS4 and document the type of information and quantity of information provided. This is generally achieved through flyers in bills, sending links to NPDES site, and sending links to materials on the County website. Document and report type and total number of outreach materials sent.	1. Years 1-5	1. Flyers were made available to the public in Year 3, 7 different types of flyers for differing hazards with 3 additional specific hazard brochures. 6 total specific fliers for automotive, food, and landscape/yard business hazards associated with dumping were also provided that demonstrated both to the public and specific businesses how their dumping relates to the MS4.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A **BMP Description**	B **Measurable Goal**	**B** **Schedule for Implementation/ Completion**	**C** **Summary of Results**
			2. Provide information to public employees once per year via email or flyer regarding the hazards of illegal MS4 dumping. Document the number of employees who received information.	2. Years 1-5	2. Employee refresher NPDES training was performed in Year 3 for 17 employees on 4/24/23. 12 City of Sebring attended and 3 City of Avon Park attended.
			3. Target outreach to commercial enterprises via general contractors license renewal, the Economic Development Commission, Chamber of Commerce or a similar means. This may include providing flyers with license renewal or similar means.	3. Years 1-5	3. NPDES outreach is offered for specific businesses during the site inspections with 22 fliers handed out, targeting specific industries. As there are no license renewal, and Chamber/Rotary had limited meetings, this was the most effective and targeted to hit all businesses within the reporting periods.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
4a	01	The County is currently implementing Ordinance No. 18-19-08 requiring erosion and sediment controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document and report changes to the adopted ordinance (18-19-08) specifically related to erosion/sediment controls and construction activities.	1. Years 1-5	1. The ordinance was reviewed and zero changes were made to the adopted ordinance specifically related to erosion/sediment controls and construction activities.
4b	01	Enforce requirements for construction site operators to implement appropriate erosion and sediment control best management practices as required in Ord. 18-19-08. Utilize a standard form to be signed at time of	1. Document number of permits issued.	1. Years 1-5	1. 17 building permits were issued within Year 3 for new commercial building site construction.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		issuance of building permit by contractor that acknowledges the requirements of the construction site operator to implement appropriate erosion and sediment control best management practices in accordance with FDEP criteria.	2. Track and report the number of site violations that included Erosion & Sedimentation Control Plans.	2. Years 1-5	2. Zero site violations occurred that included erosion & sedimentation control plans.
4c	01	Ordinance No. 18-19-08 requires waste controls to be used on construction sites greater than an acre, or less than an acre if the construction activity is part of a larger common plan. The ordinance gives the County the ability to implement appropriate enforcement procedures and actions.	1. Document distribution of a unified written inspection to supervisory level public works and utility field personnel for detection of non-stormwater discharges within the urbanized area.	1. Years 1-5	1. A standard written inspection form was distributed to public works and utility field personnel for detection of non-stormwater discharges within the urbanized area.
			2. Document and report the number of non-residential building permits issued each year.	2. Years 1-5	2. 17 building permits were issued during Year 3 for new commercial buildings to be construction.
			3. Document and report the number of violations specific to waste controls.	3. Years 1-5	3. Zero violations specific to waste controls occurred within the Year 3 period.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
4d	01	Enforce procedures for site plan review that relies on established State of Florida requirements for water quality. Procedures in SOP are referenced in Ordinance 18-19-08 and reference Erosion and Sedimentation Control through stormwater pollution prevention plans.	1. Number of site plans reviewed and approved during reporting period.	1. Years 1-5	1. 17 building permits that included site plans were approved during the Year 3 period. All included Erosion and Sedimentation BMPs.
4e	01	Enforce procedures for receipt and consideration of information submitted by the public. Website includes phone number for the public to call in and report issues.	1. Document and report number of calls received from regarding construction site issues during reporting period.	1. Years 1-5	1. Zero calls were received regarding construction site issues during reporting period.
			2. Document and report number of follow up actions.	2. Years 1-5	2. Zero follow up actions occurred due to no calls received.
4f	01	Utilize form generated by the county for site inspections to confirm all erosion, sediment, and waste controls are being implemented.	1. Document and report the number of site inspections conducted.	1. Years 1-5	1. There were a total of 38 site inspections at the 17 active construction project sites.

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		Inspections are intended at least three times during construction.	2. Document and report the number of enforcement actions taken and resolved.	2. Years 1-5	2. Zero enforcement actions were during reporting period.
5a-c	01	Utilize qualifying alternative program; Highlands County relies on the current SWFWMD and FDEP regulatory criteria by providing stormwater treatment for ERP permitted projects.	1. Continue to maintain compliance with DEP and WMD criteria.	1. Years 1-5	1. Compliance was maintained with FDEP and SWFWMD/SFWMD criteria.
6a	01	Continue to implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance. Utilize Standard MS4 Urbanized Area Operating Procedures manual that	1. Document and report the number of maintenance fleet yard inspections performed during the reporting period.	1. Years 1-5	1. One review of each maintenance yard took place. Unit 2 and Unit 3 Yard were inspected and stormwater system found to be functional On 11/16/22
			2. Document and report the volume of debris removed from stormwater structures, and the number of structures cleaned, during the reporting period.	2. Years 1-5	2. Approximately. 63,728 LF of piping, ditches, and structures were cleaned during the reporting period. (debris not measured)

SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A	B	**B**	**C**
		BMP Description	**Measurable Goal**	**Schedule for Implementation/ Completion**	**Summary of Results**
		addresses all of the elements of the BMP.	3. Document and report the maintenance performed at parks and open spaces, including maintenance of swales, during the reporting period.	3. Years 1-5	3. Maintenance was performed 59 times at open spaces throughout County during the reporting period, including significant maintenance and cleaning of swales.
6a	02	In accordance with Section 403.067, F.S, Highlands County must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by the Highlands County.	1. Continue to participate and implement the scheduled activities defined in the adopted BMAP or implementation plan.	1. Years 1-5	1. The schedules activities defined in the adopted BMAP or implementation plan were participated in including operation of the alum dosing for the canal at Little Lake Jackson.
6b	01	Using training materials that are available from EPA, the Department or other agencies, include employee training to prevent and reduce stormwater pollution from MS4 operator activities. Conduct annual employee training for appropriate employees using training material that is available from FDEP or other agencies. County will use training materials including construction BMPs (erosion/sediment control), illicit discharge, and spill prevention.	1. Document the number of employees trained.	1. Years 1-5	1. Standard employee NPDES training was performed in year 3 for 17 employees on 4/24/23. 12 City of Sebring attended and 3 City of Avon Park attended.

SECTION III. CHANGES TO STORMWATER MANAGEMENT PROGRAM		
Assess the appropriateness of each BMP that has been implemented and provide a list of changes in the space below. Include proposed changes to BMPs, Measurable Goals, or Implementation Schedules, and justification for changes. Also report new BMPs that have been added to the Stormwater Management Program in this section. Add pages if more room is needed. Include the Element ID as it is listed on the submitted NOI. BMP Number should be indicated as listed on the NOI, unless a new BMP is being proposed. Include Element ID on all extra pages, include BMP number for all changes to BMPs previously listed on NOI.		
Element ID	**BMP Number (where applicable)**	**Proposed Change or New BMP Description and Justification**

SECTION IV. INDEPENDENT MONITORING AND RELIANCE ON ANOTHER ENTITY	
A.	Please indicate whether the Phase II MS4 performed independent monitoring. If yes, please attach monitoring data collected during reporting period. ☐ The MS4 performed independent monitoring during the reporting period, (Attach monitoring results to this Annual Report form). ☒ The MS4 did **NOT** perform independent monitoring during the reporting period.

B. Please indicate which elements of the Stormwater Management Plan the Phase II MS4 is relying on another entity to satisfy. Include New or revised BMP activities that met this criteria. NOTE: These elements should also be listed in Sections II or III of this form.

Element #	BMP #	Name of Responsible Entity

SECTION V. CERTIFICATION STATEMENT AND SIGNATURE			
The Responsible Authority listed in Section I.B. of the Annual Report form must sign the following certification statement:[1] I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Name of Phase II MS4 Responsible Authority (type or print):	Clinton Howerton Jr., P.E.		
Title:	County Engineer		
Signature:		Date:	/ /

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

May 7, 2024

Clinton Howerton, County Engineer
Highlands County
505 South Commerce Ave
Sebring, FL 33870
chowerton@hcbcc.org

Subject: Year 3 Audit Report
Highlands County Municipal Separate Storm Sewer System (MS4)
Permit FLR04E148-002
HighlandsCounty

Dear Clinton Howerton:

An audit of the Highlands County Phase II MS4 Stormwater Management Program (SWMP) was conducted by the Florida Department of Environmental Protection (Department), on April 3, 2024 under the State's federally approved National Pollutant Discharge Elimination System (NPDES) stormwater program.

Based on the findings in the audit, the Department has determined that Highlands County has not satisfied SWMP elements as required by the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems* (Rule 62-621.300(7)(a), F.A.C.) and as specified in your approved Notice of Intent (NOI) for coverage under the generic permit.

Required improvements are included in the attached audit report. Submit a response to the required improvements within 30 days of receipt of this report to NPDES-MS4@floridadep.gov.

For any questions, please contact me at 850-245-8667, Kristie.Beeman@FloridaDEP.gov or Michelle Bull at 850-245-7561, Michelle.Bull@FloridaDEP.gov.

Sincerely,



Kristie Beeman
NPDES Stormwater Program

Attachments: Highlands County MS4 Cycle 3 Year 3 Audit Report
Highlands County MS4 Cycle 3 Year 3 Inspection Report

Cc: Mitchell Thomas, Project Manager
Kelsey Whidden, Floodplain Manager
Craig Fuller, Civilsurv Design Group

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

NPDES Stormwater
Phase II MS4 Audit Report

Background Information

MS4 Permit Name:	Highlands County
County:	Highlands
Permit Number:	FLR04E148
Annual Report Year:	Year 3
Reporting Period:	May 11, 2022 – May 10, 2023
Audit Date & Time:	April 3, 2024, at 8:30 AM
Audit Location:	505 S. Commerce Ave, Sebring FL, 33870

Auditor:

Name: **Kristie Beeman**

Title: **Phase II MS4 Coordinator**

Additional Attendees Present:

Name	Affiliation	Role
Clinton Howerton	Highlands County, County Engineer	Responsible Authority
Mitchell Thomas	Highlands County, Project Manager	Point of Contact
Kelsey Whidden	Highlands County, NPDES Manager	Permittee Contact
Craig Fuller	CivilSurv Design Group, Consultant	Permittee Contact

General Comments: The Cycle 2 Year 3 audit and site inspections were conducted on April 3, 2024. The audit notification was sent on February 26, 2024. All minimum control measures were audited. The Responsible Authority, Clinton Howerton was present for the file review but not the site inspections. Audit follow-up documentation was requested on April 3, 2024, and was provided on April 9, 2024.

Compliance Review Summary

Permit Part	In Compliance	Out of Compliance	Not Reviewed
Part V.B.1 Public Education and Outreach on Stormwater Impacts			
1a-01: Public Education Materials	☑	☐	☐
1a-02: NPDES Website	☑	☐	☐
1a-03: Social Media Posts	☐	☑	☐
1a-04: Storm Drain Marking	☐	☑	☐
Part V.B.2 Public Involvement/Participation			
2a-01: Clean-up Events and Government Events	☐	☑	☐
2a-02: Informational Brochures	☑	☐	☐
2a-03: Household Hazardous Waste Collection Day	☐	☑	☐
Part V.B.3 Illicit Discharge Detection and Elimination			
3a-01: Outfall Map	☐	☑	☐
3b-02: Prohibition	☑	☐	☐
3c-01: Inspections	☑	☐	☐
3d-01: Employee Education	☐	☑	☐
3d-01: Business Education	☐	☑	☐
3d-01: General Public Education	☑	☐	☐
Part V.B.4a - V.B.4c Construction Site Stormwater Control			
4a – 4c: Regulatory Mechanism	☑	☐	☐
4d-01: Site Plan Review	☑	☐	☐
4e-01: Public Reporting	☑	☐	☐
4f-01: Inspections	☑	☐	☐
Part V.B.5 Post-Construction SW Management in New Development and Redevelopment			
5a-c: QAP	☑	☐	☐
Part V.B.6a Pollution Prevention/Good Housekeeping for Municipal Operations			
6a-01: Fleet Maintenance (a)	☑	☐	☐
6a-01: Stormwater Maintenance (b)	☐	☑	☐
6a-01: Parks Maintenance (c)	☑	☐	☐
6b-01: Employee Training	☑	☐	☐
Part V.B TMDLs and/or RAPs	☑	☐	☐

SWMP Implementation Review

Element 1

Public Education and Outreach on Stormwater Impacts

BMP: 1a-01: Public Education Materials
Documentation of Education and Outreach Distribution? Yes
Name/Title of Document Reviewed:
NPDES P2 Spreadsheet

Education and Outreach Materials? Yes
Name/Title of Document Reviewed:
Florida NPDES Construction Activity Brochure
Clean Waters
Animal Waste Brochure
Stop PPP Brochure
Caring for Septic Brochure
50 Ways to do your part Flyer
Safe Use & Disposal of Pesticide Brochure
What is a Watershed

Audit Notes: Brochures are kept outside of the engineering office. These are distributed are the County Fair and the Soda Fest. There was no tracking mechanism in place during the reporting period, but one was submitted during the audit.

BMP: 1a-02: NPDES Website
Documentation of Education and Outreach Distribution? Yes
Name/Title of Document Reviewed:
Google Analytics

Education and Outreach Materials? Yes
Name/Title of Document Reviewed:
https://www.highlandsfl.gov/departments/engineering/engineering/npdes_program.php

Audit Notes: IT staff stated that they could not find any views to the page, but has rectified the problem by reaching out to Google and reconnecting the website to Google Analytics since the audit. The NPDES website was updated February 5, 2024 to include new brochures.

BMP: 1a-03: Social Media Posts
Documentation of Education and Outreach Distribution? No

Education and Outreach Materials? No

Audit Notes: No social media posts were made during the reporting period.

Required Improvements:
Develop and submit a plan to post educational information about stormwater on the County's social media pages; including a mechanism for tracking the number of posts made and the number of followers at the time of the post.

BMP: 1a-04: Storm Drain Marking
Documentation of Education and Outreach Distribution? Yes
Name/Title of Document Reviewed:
HC Storm Drain Marker Inventory

Education and Outreach Materials? Yes
Name/Title of Document Reviewed:
Storm Drain Marker

Audit Notes: The County maintained a list of storm drain marker locations, but not a record of when they were placed. Staff are in the process of developing an asset management system to track stormwater structures and plan to include whether they have a marker and when that marker was placed.

Required Improvements:
Develop and submit a tracking mechanism to keep track of the number of storm drain markers installed until the asset management system is fully functional.

Element 2
Public Involvement/Participation

BMP: 2a-01: Clean-up Events and Government Events
Documentation and/or Tracking of Public Involvement? Yes
Name/Title of Document Reviewed:
Lake Jackson Cleanup Agenda Item 9/17/2022
Lake Jackson Cleanup Waste Weight 9/17/2022

Audit Notes: The audit report will be presented to the Board of County Commissioners as their Phase II program status report as this measure was not conducted during the reporting period. There was one cleanup event conducted where the amount of waste was recorded, but the number of attendees was not tracked.

Required Improvements:
Submit the meeting minutes for the Commissioner meeting where the audit report is to be presented.
Develop and submit a mechanism for tracking the number of attendees at the clean-up events.

BMP: 2a-02: Informational Brochures
Documentation and/or Tracking of Public Involvement? Yes
Name/Title of Document Reviewed:
Preventing Illicit Discharge from Food Waste Brochure
Preventing Illicit Discharge From Landscaping Waste Brochure

Preventing Illicit Discharge From Automotive Service Brochure
NPDES P2 Spreadsheet

Audit Notes: The permittee has implemented a spreadsheet where the number of brochures distributed at events and on a day-to-day basis are tracked. There were seven brochures distributed during the reporting period.

BMP: 2a-03: Household Hazardous Waste Collection Day
Documentation and/or Tracking of Public Involvement? Yes
Name/Title of Document Reviewed:
Household Hazardous Waste Collection Event and Shed Clean-Out 3/3/2023-3/4/2023
Household Hazardous Waste Collection Event and Shed Clean-Out 10/28/2022-10/29/2022

Audit Notes: The waste collection tickets show the amount of household hazardous waste collected in pounds. Attendees are tracked by counting cars, but there is no formal documentation of that.

Required Improvements:
Develop and submit a mechanism for tracking the number of attendees/participants in the semi-annual Household Hazardous/E-waste Collection Day.

Element 3

3a Illicit Discharge Detection and Elimination

BMP: 3a-01
Outfall Map? Yes
Name/Title of Document Reviewed:
Highlands County Outfall Maps

Map Includes:

☐	**Outfall ID**
☐	**Name of Receiving Waters**

Audit Notes: No outfall IDs were present on the map. The provided map does not match the GIS database. It was suggested that the GIS may include Sebring and Avon Park outfalls.

Required Improvements:
Submit an updated Outfall Map that includes both receiving waters and Outfall ID numbers for outfalls that are County-owned and/or County maintained.

3b Illicit Discharge Detection and Elimination

BMP: 3b-01
Regulatory Mechanism for Prohibition of Discharges? Yes
Name/Title of Ordinance Cited:
Ord. No. 18-19-08

Existing or New Permittee? Existing Permittee
Regulatory Mechanism Includes:

☑	**Definition of Illicit Discharge**
☑	**Prohibition of Illicit Discharge**
☑	**Ability to Inspect Site**

Audit Notes: Ordinance is sufficiently stringent.

3c Illicit Discharge Detection and Elimination

BMP: 3c-01
Documentation and/or Tracking of Illicit Discharge Inspections? Yes
Name/Title of Document(s) Reviewed:
Google Earth Businesses List 2022-2023
Inspection List
Highlands County Industrial Site Inspection Form

Program to Detect and Address Illicit Discharges? Yes
Program/Document Name: Highlands County Illicit Discharge Program

Audit Notes: Google Earth shows how staff track applicable businesses. Staff tracked inspections via a spreadsheet indicating the date of inspection and any corrective actions.

3d Illicit Discharge Detection and Elimination - Employees

BMP: 3d-01
Documentation and/or Tracking of Illicit Discharge Education and Outreach Distribution to Employees? No
Illicit Discharge Education and Outreach Materials for Employees? No

Audit Notes: County is working to put NPDES information into the County Connection Newsletter.

Required Improvements:
Develop and submit an educational article for employees on illicit discharge to be put in the County Connection newsletter.

3d Illicit Discharge Detection and Elimination - Businesses

BMP: 3d-01
Documentation and/or Tracking of Illicit Discharge Education and Outreach Distribution to Businesses? No

Illicit Discharge Education and Outreach Materials for Businesses? Yes
Name/Title of Document(s) Reviewed:
Preventing Illicit Discharge from Food Waste Brochure
Preventing Illicit Discharge from Landscaping Waste Brochure
Preventing Illicit Discharge from Automotive Service Brochure

Audit Notes: Brochures were created, but not handed out during the reporting period. The Department recommends distributing brochures during proactive inspections.

Required Improvements:
Develop and submit a plan for distributing brochures to business about illicit discharge; including a mechanism for tracking the number distributed.

3d Illicit Discharge Detection and Elimination - General Public

BMP: 3d-01
Documentation and/or Tracking of Illicit Discharge Education and Outreach Distribution to General Public? Yes
Name/Title of Document(s) Reviewed:
NPDES 2 Spreadsheet

Illicit Discharge Education and Outreach Materials for General Public? Yes
Name/Title of Document(s) Reviewed:
Preventing Automotive Waste Brochure
Preventing Landscaping Waste Brochure
Preventing Food Waste Brochure

Audit Notes: The brochures have been edited to be geared towards similar topics as the business brochures but directed towards public practices.

Element 4

4a - c Construction Site Stormwater Control

BMP: 4a-c
Regulatory Mechanism for Construction Site Erosion, Sediment and Waste Controls? Yes
Code and Section: Ord. No. 18-19-08

Tracking Mechanism to Confirm Construction Site Operators are Implementing Appropriate Erosion and Sediment Control BMPs? Yes
Name/Title of Document(s) Reviewed:
Highlands County Permit Detail Report

Tracking Mechanism to Confirm Construction Site Operators are Implementing Appropriate Waste Control BMPs? Yes
Name/Title of Document(s) Reviewed:
Highlands County Permit Detail Report

Audit Notes: Ordinance is stringent enough and includes both the common plan and an acre or larger. Active sites are tracked using issued building permits.

4d Construction Site Stormwater Control

BMP: 4d-01
Review Plans for Compliance with the Regulatory Mechanism Described in Element 4a? Yes
Code and Section: Ord. No. 18-19-08

Documentation and/or Tracking of the Site Plan Review? Yes
Name/Title of Document(s) Reviewed:
Preliminary Site Plan Checklist
Final Site Plan Checklist
Highlands County Permit Detail Report

Audit Notes: Site plans are reviewed for erosion, sediment, and waste controls per the provided checklists.

4e Construction Site Stormwater Control

BMP: 4e-01
Mechanism to Receive Complaints and Consideration from the Public? Yes
Name/Title of Document(s) Reviewed:
2022-2023 inspections locations log: Construction

Documentation and/or Tracking of Complaints and Considerations from the Public? N/A

Documentation and/or Tracking of Follow-Up Actions? N/A

Audit Notes: Complaints that are made are entered into the log and then addressed. There were no complaints during the reporting period.

4f Construction Site Stormwater Control

BMP: 4f-01
Plan to Conduct Erosion, Sediment, Waste Control Inspections? Yes
Plan/Program Name: Highlands County Construction Site Inspections

Documentation and/or Tracking of Inspections? Yes
Name/Title of Document(s) Reviewed:
Stormwater Construction Site Inspection Form
2022-2023 Inspection Location: Construction

Documentation and/or Tracking of Enforcement Actions and Follow-Up? N/A

Audit Notes: County staff have acquired an appropriate inspection form and have begun implementing the checklist, with the inspections done since implementation provided. Enforcement and follow-up actions are tracked via the inspection forms.

Element 5
Post-Construction SW Management in New Development and Redevelopment

BMP: 5a-c
Qualifying Alternative Program? Yes

Element 6a
Pollution Prevention/Good Housekeeping for Municipal Operations

BMP: 6a-01(a): Fleet Maintenance
Documentation and/or Tracking of Facility Maintenance? Yes
Name/Title of Document(s) Reviewed
Maintenance Yard Inspection Form
Maintenance Yard Inspection Form Unit 2
Maintenance Yard Inspection Form Unit 3

Audit Notes: There are three county facilities where fleet maintenance is performed, and all are inspected on a rotating basis.

BMP: 6a-01(b): Stormwater Maintenance
Documentation and/or Tracking of MS4 Inspections and Maintenance? Yes
Name/Title of Document(s) Reviewed:
Ditch/Culvert Cleaning Unit 1
Ditch/Culvert Cleaning Unit 2
Ditch/Culvert Cleaning Unit 3

Audit Notes: Not currently tracking waste. During the audit, staff discussed how to implement tracking of how much waste was collected. This will be helpful for the new permit requirements.

Required Improvements:
Develop and submit a mechanism for tracking the amount of debris removed from stormwater structures.

BMP: 6a-01(c): Parks Maintenance
Documentation and/or Tracking of Facility Maintenance? Yes
Name/Title of Document(s) Reviewed
Open Space Maintenance Log

Audit Notes: Park and swale maintenance is tracked via log and was provided.

6b Pollution Prevention/Good Housekeeping for Municipal Operations

BMP: 6b-01: Employee Training
Training Materials? Yes
Name/Title of Document(s) Reviewed:
Training Agenda 4/24/2023
Orange County Illicit Discharge Video
ESC Orange County Video

Documentation and/or Tracking of Employees Trained? Yes
Name/Title of Document(s) Reviewed:
2023 NPDES Sign-in sheet
FSESCI Certificate

Audit Notes: Implements using Orange County materials, 17 total employees were trained.

Part V.B
TMDLs and/or RAPs

BMP: 6a-02
Discharge to a Waterbody of a Department-adopted BMAP/RAP? Yes
BMAP/RAP Name: Lake Okeechobee
Participate in the BMAP/RAP? Yes
Does Permittee Discharge to a Waterbody with a TMDL? No

Audit Notes: The 2022 BMAP STAR Report indicates that the BMAP efforts in place include education efforts with other listed projects completed prior to the reporting period.

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

NPDES Stormwater
Phase II Inspection Report

MS4 Permit Name:	Highlands County
MS4 Permit Number:	FLR04E148
Date:	April 3, 2024
Time:	10:45 AM
FDEP Inspector:	Kristie Beeman

A. Municipal Facility Inspection – Highlands County Roads and Bridges Unit 1 Compound

1. Common Site Details

Site Address:	518 C.R. 17A North, Avon Park, Fl 33825
Additional Attendees:	Kelsey Whidden, Highlands County, NPDES Coordinator Mitchelle Thomas, Highlands County, Project Manager Craig Fuller, CivilSurv Design Group, Consultant

Was permittee staff shadowed during inspection? Yes

Shadowed during inspection: Kelsey Whidden

Did the inspector use a checklist, if applicable? Yes

Document reviewed: Highlands County Critical Infrastructure Industrial Site Inspection Form

Did the inspector report issues to the appropriate party? Yes

Did the inspector note maintenance and/or corrective action required? Yes

Location:



2. Municipal Facility Inspection

QUESTION	YES	NO	N/A
Does facility have MSGP coverage?	☐	☐	☑
Does permittee have municipal facilities that require inspections?	☑	☐	

Activities conducted at this facility:

Storage and Stockpiling Details: Equipment Storage, Material Stockpiling, Vehicle Storage

Stormwater Details: Dry Retention

Vehicle Maintenance Details: Fueling, Used Oil Storage, Vehicle Maintenance

BMPs present at the Facility: Litter Control, Covered Garbage Bins, Covered/Contained Storage of Used Chemicals

Inspector Comments:

The facility is one of three units where fleet maintenance and other municipal activities regarding roadway maintenance are conducted. The only stormwater structure present on-site was a dry retention pond with conveyance swale. The facility was in moderate condition with a few deficiencies such as used oil without secondary containment, unlabeled containers, and spill kit materials being left out. The inspector's checklist included all required elements, and the inspector was thorough in her inspection of the facility.

Required Improvements:

Address the deficiencies listed in the images below and submit pictures showing the corrections that have been made.

3. Images

Photo Category: Deficiency
Photo Caption: Fueling Station located at Roads and Bridges Compound. There is a spill kit present at the fuel station. There are used spill kit materials on the ground, which should be swept up once used.



Photo Category: Site
Photo Caption: Highlands County Roads and Bridges compound.



Photo Category: BMP
Photo Caption: Dumpsters on site are covered.

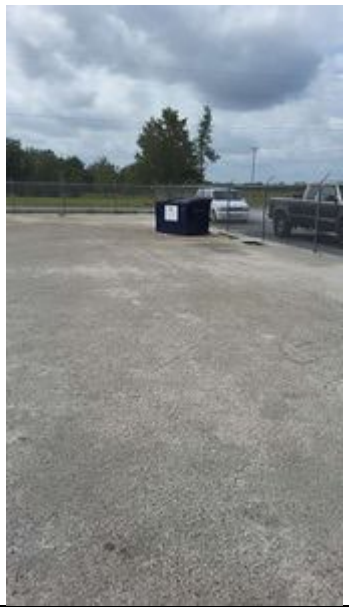


Photo Category: Deficiency
Photo Caption: Unlabeled oil container, the inspector was uncertain if it was new or used oil. The container should be labeled and if used oil, placed in secondary containment.



Photo Category: Deficiency
Photo Caption: Unlabeled containers under cover in the shop. Containers should be labeled.



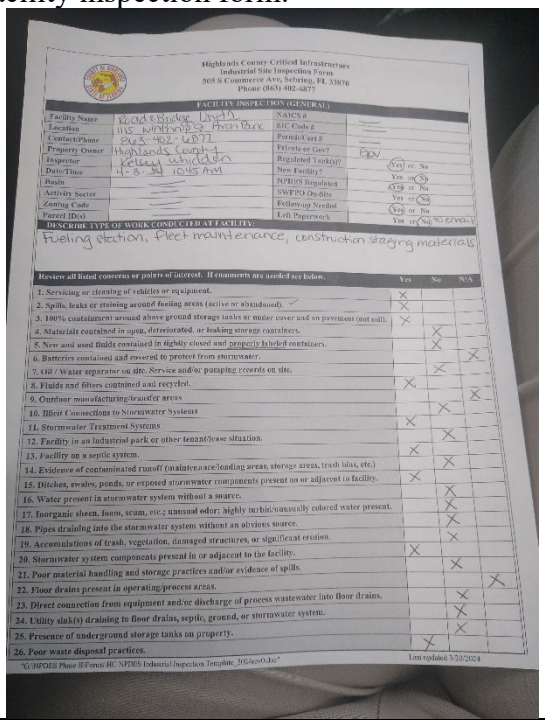
Photo Category: BMP
Photo Caption: Chemical storage behind main shop.



Photo Category: Deficiency
Photo Caption: Leak from tanks containing unknown materials, most likely tar. Tanks should be labeled, and placed under cover or in secondary containment.



Photo Category: Checklist
Photo Caption: Completed facility inspection form.



Highlands County Critical Infrastructure
Industrial Site Inspection Form
505 S Commerce Ave, Sebring, FL 33870
Phone (863) 402-6877

FACILITY INSPECTION (GENERAL)

Facility Name	Road & Bridge Distr.	NAICS #	
Location	115 Winthrop Ave Lake Placid	SIC Code #	
Contact/Phone	863-402-6877	Permit/Cert #	
Property Owner	Highlands County	Private or Gov't	Gov
Inspector	Kelsey Whidden	Regulated Tank(s)?	(Yes) or No
Date/Time	4-3-24 10:45 AM	New Facility?	Yes or (No)
Basin		NPDES Regulated	(Yes) or No
Activity Sector		SWPPP On-Site	Yes or (No)
Zoning Code		Follow-up Needed	(Yes) or No
Parcel (Dot)		Left Paperwork	Yes or (No) Retrieved

DESCRIBE TYPE OF WORK CONDUCTED AT FACILITY:
Fueling station, fleet maintenance, construction staging materials

Review all listed concerns or points of interest. If comments are needed see below.	Yes	No	N/A
1. Servicing or cleaning of vehicles or equipment.	X		
2. Spills, leaks or staining around fueling areas (active or abandoned). ✓	X		
3. 100% containment around above ground storage tanks or under cover and on pavement (not soil).	X		
4. Materials contained in open, deteriorated, or leaking storage containers.		X	
5. New and used fluids contained in tightly closed and properly labeled containers.		X	
6. Batteries contained and covered to protect from stormwater.			X
7. Oil / Water separator on site. Service and/or pumping records on site.		X	
8. Fluids and filters contained and recycled.	X		
9. Outdoor manufacturing/transfer areas		X	X
10. Illicit Connections to Stormwater Systems		X	
11. Stormwater Treatment Systems	X		
12. Facility in an industrial park or other tenant/lease situation.		X	
13. Facility on a septic system.	X		
14. Evidence of contaminated runoff (maintenance/landing areas, storage areas, trash bins, etc.)	X	X	
15. Ditches, swales, ponds, or exposed stormwater components present on or adjacent to facility.		X	
16. Water present in stormwater system without a source.		X	
17. Inorganic sheen, foam, scum, etc.; unusual odor; highly turbid/unusually colored water present.		X	
18. Pipes draining into the stormwater system without an obvious source.		X	
19. Accumulations of trash, vegetation, damaged structures, or significant erosion.	X		
20. Stormwater system components present in or adjacent to the facility.		X	
21. Poor material handling and storage practices and/or evidence of spills.			X
22. Floor drains present in operating/process areas.		X	
23. Direct connection from equipment and/or discharge of process wastewater into floor drains.		X	
24. Utility sink(s) draining to floor drains, septic, ground, or stormwater system.		X	
25. Presence of underground storage tanks on property.		X	
26. Poor waste disposal practices.	X		

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B. Outfall Inspections – Jackson Branch Outfall

1. Common Site Details

Site Address:	3610 Sparta Rd, Sebring, FL 33870
Additional Attendees:	Kelsey Whidden, Highlands County, NPDES Coordinator Mitchelle Thomas, Highlands County, Project Manager Craig Fuller, CivilSurv Design Group, Consultant

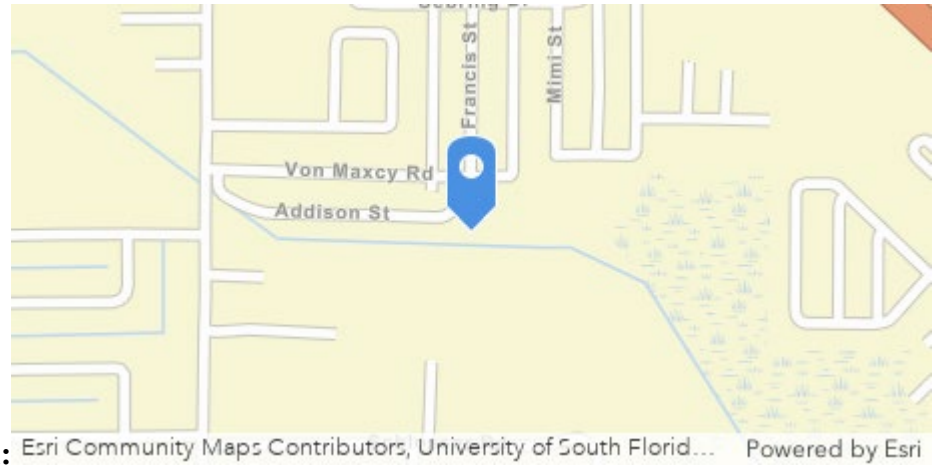
Was permittee staff shadowed during inspection? No

2. Outfall Inspections:

Site ID: Jackson Branch

Inspector Comments: The outfall was well-maintained with no visible debris or damage to the structure. Some minor vegetation was present in the water, but it was not interfering with the water flow or outfall.

Location:



3. Images

Photo Category: Site
Photo Caption: Jackson Branch Outfall and surrounding area.



Photo Category: Site
Photo Caption: Jackson Branch creek.



Photo Category: Outfall
Photo Caption: Jackson Branch Outfall, discharging side.



Photo Category: Outfall
Photo Caption: Jacknson branch outfall, in-flow side, with vegetation present, but not hindering water flow.



C. Construction Site Inspection – Spanish Moss Apartments

1. Common Site Details

Site Address:	260 Spanish Moss Circle, Sebring FL, 33876
Additional Attendees:	Kelsey Whidden, Highlands County, NPDES Coordinator Mitchelle Thomas, Highlands County, Project Manager Craig Fuller, CivilSurv Design Group, Consultant

Was permittee staff shadowed during inspection? Yes

Shadowed during inspection: Kelsey Whidden

Did the inspector use a checklist, if applicable? Yes

Document reviewed: Highlands County Critical Infrastructure Stormwater Construction Site Inspection Form

Did the inspector report issues to the appropriate party? Yes

Did the inspector note maintenance and/or corrective action required? Yes

2. Construction Site Inspection

Disturbed Site Size: >5 acres

Who controls the construction site: Spanish Moss ECO Apartments

Construction Site Type: Housing Development

QUESTION	YES	NO	N/A
Are there currently any active construction sites?	☑	☐	
Does site have CGP coverage?	☑	☐	☐
CGP Facility ID:	FLR20HB04		
Did inspector confirm GCP?	☑	☐	☐

Activities conducted at this facility:

Structural Controls: Silt Fencing, Drain Inlet Protection

Good Housekeeping: Gravel Entrance/Exit Roads

Dewatering Controls: None

Inspector Comments:

The construction site visited had been inspected less than a week ago for previous deficiencies. While the site possessed deficiencies, the inspector was aware of the deficiencies and in communication with the operator regarding the corrections. Some of the deficiencies had been corrected by the time of the site visit, others were a work in progress. The inspector was well-versed in the SWPPP of the site and familiar with the previous problems. The inspection form used was thorough and meets Department standards.

3. Images

Photo Category: BMP
Photo Caption: Filter fabric was placed over the sole storm drain installed on the site.



Photo Category: Trash or Debris
Photo Caption: Garbage was prevalent on site and there was no dumpster easily accessible.



Photo Category: Site
Photo Caption: Stormwater pond is being constructed, with the overflow discharging into the County MS4.



Photo Category: Deficiency
Photo Caption: Paint brush wash-out was visible on the ground near constructed apartments, with no designated washing area found on site.



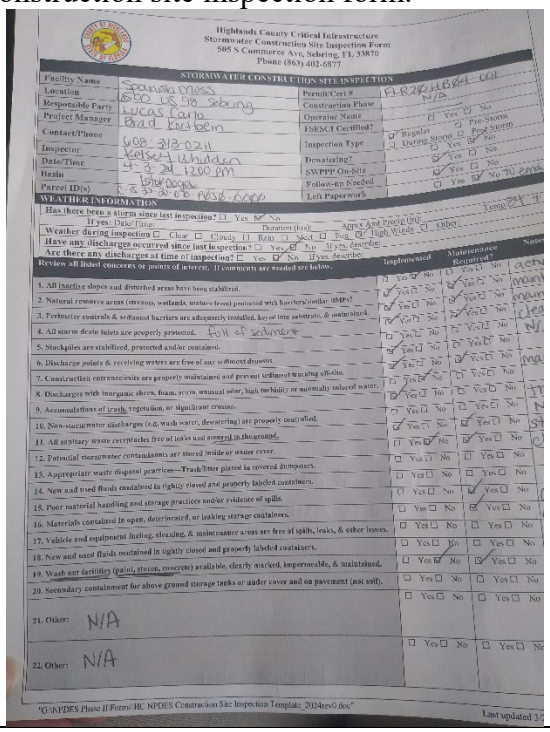
Photo Category: Trash or Debris
Photo Caption: Trash and debris left lying in the dirt surrounding the apartment buildings.



Photo Category: Deficiency
Photo Caption: Garbage left out including various chemical containers with lids. The inspector stated that this had improved from the last time she had inspected the site but was still not up to standard.



Photo Category: Checklist
Photo Caption: Completed construction site inspection form.



Highlands County Critical Infrastructure
Stormwater Construction Site Inspection Form
505 S Commerce Ave, Sebring, FL 33870
Phone (863) 402-6877

STORMWATER CONSTRUCTION SITE INSPECTION

Facility Name	Sparkle Wash	Permit/Cert #	FLR20HB844-001
Location	1860 US 98 Sebring	Construction Phase	N/A
Responsible Party	Lucas Lamb	Operator Name	☐ Yes ☐ No
Project Manager	Brad Korbein	ESC/CI Certified?	☐ Regular ☐ Pre-Storm
Contact/Phone	608-313-0211	Inspection Type	☐ During Storm ☐ Post-Storm
Inspector	Kelsey Whalen	Dewatering?	☐ Yes ☐ No
Date/Time	4-3-24 1200 PM	SWPPP On-Site	☐ Yes ☐ No
Basin	Lake Josephine	Follow-up Needed	☐ Yes ☐ No
Parcel ID(s)	53-33-30-060-0050-0000	Left Paperwork	☐ Yes ☐ No

WEATHER INFORMATION

Has there been a storm since last inspection? ☐ Yes ☑ No
If yes: Date/Time: _____ Duration (hrs): _____ Approx. Amt. of Precip. (in): _____
Weather during inspection ☐ Clear ☐ Cloudy ☐ Rain ☐ Sleet ☐ Fog ☐ High Winds ☐ Other: _____ Temp: 74 °F
Have any discharges occurred since last inspection? ☐ Yes ☑ No If yes, describe: _____
Are there any discharges at time of inspection? ☐ Yes ☑ No If yes, describe: _____

Review all listed concerns or points of interest. If comments are needed see below.	Implemented	Maintenance Required	Notes
1. All inactive slopes and disturbed areas have been stabilized.	☐ Yes ☐ No	☐ Yes ☐ No	
2. Natural resource areas (streams, wetlands, mature trees) protected with barriers/similar BMPs?	☑ Yes ☐ No	☐ Yes ☐ No	
3. Perimeter controls & sediment barriers are adequately installed, keyed into substrate, & maintained.	☑ Yes ☐ No	☐ Yes ☐ No	
4. All storm drain inlets are properly protected. Silt at entrance	☐ Yes ☐ No	☐ Yes ☐ No	
5. Stockpiles are stabilized, protected and/or contained.	☑ Yes ☐ No	☐ Yes ☐ No	
6. Discharge points & receiving waters are free of any sediment deposits.	☑ Yes ☐ No	☐ Yes ☐ No	
7. Construction entrance/exits are properly maintained and prevent sediment tracking off-site.	☐ Yes ☐ No	☐ Yes ☐ No	
8. Discharges with inorganic sheen, foam, scum, unusual odor, high turbidity or unusually colored water.	☐ Yes ☐ No	☐ Yes ☐ No	
9. Accumulations of trash, vegetation, or significant erosion.	☐ Yes ☐ No	☐ Yes ☐ No	
10. Non-stormwater discharges (e.g. wash water, dewatering) are properly controlled.	☑ Yes ☐ No	☑ Yes ☐ No	
11. All sanitary waste receptacles free of leaks and secured to the ground.	☐ Yes ☐ No	☑ Yes ☐ No	
12. Potential stormwater contaminants are stored inside or under cover.	☐ Yes ☐ No	☐ Yes ☐ No	
13. Appropriate waste disposal practices—Trash/litter placed in covered dumpsters.	☐ Yes ☐ No	☐ Yes ☐ No	
14. New and used fluids contained in tightly closed and properly labeled containers.	☐ Yes ☐ No	☑ Yes ☐ No	
15. Poor material handling and storage practices and/or evidence of spills.	☐ Yes ☐ No	☑ Yes ☐ No	
16. Materials contained in open, deteriorated, or leaking storage containers.	☐ Yes ☐ No	☐ Yes ☐ No	
17. Vehicle and equipment fueling, cleaning, & maintenance areas are free of spills, leaks, & other issues.	☐ Yes ☐ No	☐ Yes ☐ No	
18. New and used fluids contained in tightly closed and properly labeled containers.	☐ Yes ☑ No	☑ Yes ☐ No	
19. Wash off facilities (paint, stucco, concrete) available, clearly marked, impermeable, & maintained.	☐ Yes ☐ No	☐ Yes ☐ No	
20. Secondary containment for above ground storage tanks or under cover and on pavement (not soil).	☐ Yes ☐ No	☐ Yes ☐ No	
21. Other: N/A	☐ Yes ☐ No	☐ Yes ☐ No	
22. Other: N/A	☐ Yes ☐ No	☐ Yes ☐ No	

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

June 6, 2024 Via: email

Ms. Kristie Beeman
NPDES Stormwater Program
Division of Water Resource Management
2600 Blair Stone Road
Tallahassee, FL 32399-2400

RE: Year 3 Audit Report
Highlands County Municipal Separate Storm Sewer System (MS4) Permit FLR04E148-002
Highlands County

Dear Kristie,

In response to your audit report dated May 7, 2024 regarding the Year Audit Report, please find the responses to year 3 Audit Report:

Request for Required Improvements:

1. **BMP: 1a-03: Social Media Posts**

   Develop and submit a plan to post educational information about stormwater on the County's social media pages; including a mechanism for tracking the number of posts made and the number of followers at the time of the post.

   RESPONSE: Plan developed with PIO to have quarterly social media postings and number of posts and followers to be tracked by PIO.

2. **BMP: 1a-04: Storm Drain Marking**

   Develop and submit a tracking mechanism to keep track of the number of storm drain markers installed until the asset management system is fully functional.

RESPONSE: Storm drain markers are currently maintained in a word document. File attached.

3. **BMP: 2a-01: Clean-up Events and Government Events**

Submit the meeting minutes for the Commissioner meeting where the audit report is to be presented. Develop and submit a mechanism for tracking the number of attendees at the clean-up events.

RESPONSE: Plan to require a sign-in sheet for attendees of clean-up events. Include Lake Jackson clean up sign in sheet. Plan to present audit report at June 18, 2024 board meeting.

4. **BMP: 2a-03: Household Hazardous Waste Collection Day**

Develop and submit a mechanism for tracking the number of attendees/participants in the semi-annual Household Hazardous/E-waste Collection Day.

RESPONSE: Plan to give out handouts related to NPDES program to all participants and track number of handouts dispersed by NPDES Coordinator.

5. **BMP: 3a-01**

Submit an updated Outfall Map that includes both receiving waters and Outfall ID numbers for outfalls that are County-owned and/or County maintained.

RESPONSE: Plan to update Outfall Map with identifiers for outfalls by May 10, 2025.

6. **BMP: 3d-01**

Develop and submit an educational article for employees on illicit discharge to be put in the County Connection newsletter.

RESPONSE: PIO to share illicit discharge information for inclusion in County Connection newsletter between July and October 2024.

7. **BMP: 3d-01**

Develop and submit a plan for distributing brochures to business about illicit discharge; including a mechanism for tracking the number distributed.

RESPONSE: Inspectors are currently dispersing materials when doing inspections and tracking quantities distributed via NPDES II Spreadsheet.

8. **BMP: 6a-01(b): Stormwater Maintenance**
Develop and submit a mechanism for tracking the amount of debris removed from stormwater structures.

RESPONSE: Road and Bridge Units began collecting amount of debris removed from stormwater structures week of 5/20/24.

9. **A. Municipal Facility Inspection – Highlands County Roads and Bridges Unit 1 Compound**

Address the deficiencies listed in the images below and submit pictures showing the corrections that have been made.

1. Fueling Station located at Road and Bridge Compound. There is a spill kit present at the fuel station. There are used spill kit materials on the ground, which should be swept up once used.

RESPONSE: Images attached







2. Unlabeled oil container, the inspector was uncertain if it was new or used oil. The container should be labeled and if used oil, placed in secondary containment.

RESPONSE: Image attached. Unlabeled container now labeled and contains soap.



3. Unlabeled containers under cover in the shop. Containers should be labeled.

RESPONSE: Image attached. All unlabeled containers removed and only items remain in their original packaging.



4. Leak from tanks containing unknown materials, most likely tar. Tanks should be labeled, and placed under cover or in secondary containment.

RESPONSE: Images attached. Tanks have been relocated to area with secondary containment. Ground has been remediated of spilled tack.





10. **C. Construction Site Inspection – Spanish Moss Apartments**

Address the deficiencies listed in the images below and submit pictures showing the corrections that have been made.

1. Paint brush wash-out was visible on the ground near constructed apartments, with no designated washing area found on site.

RESPONSE: Reinspected 5/20/24. Area has been remediated. Inspection report attached.

2. Garbage left out including various chemical containers with lids. The inspector stated that this had improved from the last time she had inspected the site but was still not up to standard

RESPONSE: Reinspected 5/20/24. Waste management practices are improved. Images attached.





Please let us know if you have any questions.

Sincerely,

Kelsey Whidden
NPDES Coordinator

For
JD Langford
County Engineer

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider proposed amendments to the Highlands County Land Development Regulations pertaining to Manufactured Home and RV Park requirements, and to schedule the adoption hearing.**

STATEMENT OF ISSUE

On August 15, 2023, the Highlands County Board of County Commissioners (BCC) directed Staff to bring forth information regarding mobile home park regulations. Staff presented the requested information to the BCC on February 6, 2024, and was instructed to proceed with proposed amendments to the Highlands County Code of Ordinances (Code) to address things such as, but not limited to, fire safety, roadway widths, spacing between units, and disaster shelter requirements. The proposed amendments were heard before the Planning & Zoning Commission and Local Planning Agency (P&Z) on June 11, 2024.

RECOMMENDED ACTION

Move to approve the first reading of Ordinance 23-24-29, the proposed text amendments to Section 12.04.114, Master Park Plan Requirements; Section 12.05.220, M-1 Mobile Home Subdivisions District; Section 12.05.221, M-1-S Mobile Home and Residential Subdivisions District; Section 12.05.222, M-2 Mobile Home Parks District; Section 12.05.223, RV Park (FUD); Section 12.08.120, Required Recreation/Disaster Shelter Building; and Section 12.09.104, Roadway Design Standards, of the Highlands County Code of Ordinances, and schedule the second hearing for July 2, 2024, at 9:00 a.m. or as soon thereafter as possible in the County Commissioners' Board Room, located at 600 S Commerce Avenue, Sebring, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: P&Z 2160 Staff Report for BCC 1st reading.pdf
Ord. 23-24-29 Proposed MHP Amendments.pdf
Ord. 23-24-29 Business Impact Form.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Amendments to the Land Development Regulations (LDRs)	**BCC Hearing Date:** 6/18/2024
Case Number: P&Z 2160	**Case Name:** MHP Amendments
Public Hearing: BCC, 1st Reading	**Case Staff Member:** Rachel Barry

Request: Proposed Text Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances

Proposal: Amendments to multiple Sections of the Code in reference to Manufactured (Mobile) Home and RV Park regulations

Area Covered
By Amendment: Unincorporated Highlands County

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve on first reading, the proposed text amendments to Section 12.04.114, Master Park Plan Requirements; Section 12.05.220, M-1 Mobile Home Subdivisions District; Section 12.05.221, M-1-S Mobile Home and Residential Subdivisions District; Section 12.05.222, M-2 Mobile Home Parks District; Section 12.05.223, RV Park (FUD); Section 12.08.120, Required Recreation/Disaster Shelter Building; and Section 12.09.104, Roadway Design Standards, of the Highlands County Code of Ordinances, and to hold the adoption hearing on August 6, 2024, at 9:00 a.m. or as soon thereafter as possible in the Commissioners' Board Room located in the Highlands County Government Center Building, at 600 South Commerce Avenue, Sebring, Florida.

2. **Staff Recommendation to the Planning and Zoning Commission:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to Section 12.04.114, Master Park Plan Requirements; Section 12.05.220, M-1 Mobile Home Subdivisions District; Section 12.05.221, M-1-S Mobile Home and Residential Subdivisions District; Section 12.05.222, M-2 Mobile Home Parks District; Section 12.05.223, RV Park (FUD); Section 12.08.120, Required Recreation/Disaster Shelter Building; and Section 12.09.104, Roadway Design Standards, of the Highlands County Code of Ordinances.

3. Excerpt from the June 11, 2024, DRAFT P&Z Minutes, and Recommendation to the BCC: "<u>7.D. HEARING NUMBER P&Z 2160 – ORDINANCE NO. 23-24- - PROPOSED AMENDMENTS TO THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS</u>

Proposed amendments to Chapter 12, Land Development Regulations, Article 4, Section 12.04.114 (Reserved – changing to Master Manufactured Home Park Plan requirements); Article 5, Sections 12.05.220, M-1 District, 12.05.221, M-1-S District, 12.05.222, M-2 District, and 12.05.223, RV Park (FUD) District; Article 8, Section 12.08.120, Required recreation/disaster shelter building; and Article 9, Section 12.09.104, Roadway design standards; of the Highlands County Code of Ordinances. The proposed amendments are related to mobile home, manufactured home, and recreational vehicle park and subdivision regulations. Mrs. Hunnicutt read the request and Ms. Barry presented the request. There were no letters received in favor or against the request.

Board members expressed concerns regarding the proposed amendments, which included: limited time to review the proposed amendments, limited public input, fiscal impacts of ad valorum taxes for existing parks vs. parks that would be developed under the proposed amendments, decreased affordability, increased lot sizes in manufactured home subdivisions when connected to central potable water and wastewater, requiring storage yards to be paved, age limitations on manufactured homes and RVs, requirement of wastewater connections provided to each lot within the park, and distance requirements for bathing facilities throughout the park, and specific to disaster shelter requirements – the number of toilet facilities required, defining a "full-service" kitchen, hurricane shutter requirement, and requiring the shelter to be pet friendly.

Seven (7) members of the audience – Jeff Kennedy, Joseph Kovecses, Emma Long, Pam Fentress, Bill Klohn, Susan Geitner, and Trevor Murphy – spoke with concerns, which included: limited public input, involvement of stakeholders, cost prohibitive nature of the increased regulations, the effect of the proposed amendments on existing developments, compatibility with the Housing Element of the Comprehensive Plan, requiring potable water and wastewater to be provided by a public entity vs. on-site plants highly regulated by the State, increased setbacks, limited time to review proposed amendments, requiring pet friendly shelters, reduction of density, future projects being unattainable if the proposed amendments were to be approved, financial impacts on developers who have already started putting together site plans for proposed developments which will be drastically effected by the proposed amendments, and the status of the citrus industry often transitioning old groves to new parks.

Motion by Mr. Youngman and seconded by Mr. Roberts to continue to the July 9, 2024, Planning and Zoning Commission meeting.

Upon roll call, all members voted yes. **Motion carried 7-0.**"

Summary of Proposed Amendments:

On August 15, 2023, the Highlands County Board of County Commissioners (BCC) directed Staff to bring forth information regarding mobile home park regulations. Staff presented the requested information to the BCC on February 6, 2024, and was instructed to proceed with proposed amendments to the Highlands County Code of Ordinances (Code) to address things such as, but not limited to, fire safety, roadway widths, spacing between units, and disaster shelter requirements.

There are two (2) amendments found in almost every Section: 1), replacing the term "mobile" home with "manufactured" home, and 2), removing wastewater treatment facilities as a permitted principal use. The change from "mobile" to "manufactured" is due to the technical definition of each type of unit; mobile homes are defined as being constructed prior to June 15, 1976, and are no longer eligible to obtain an installation permit due to their age. Manufactured homes are in essence the same as mobile homes but were built on or after June 15, 1976. Wastewater treatment facilities are being removed as a permitted principal use to avoid any event of a residential property being used solely as a wastewater treatment facility.

To summarize the remaining proposed amendments, by Section:

Section 12.04.114, Master Park Plan Requirements

- This Section is being added to outline an official site plan approval process for Manufactured Home Parks and RV Parks. Requiring a Master Park Plan instead of a Plat will help in preventing individual lots within a park from being sold to individual owners since the lots will not have a specified legal description.

Section 12.05.220, M-1, "Manufactured" Home Subdivisions District

- Increasing minimum lot size requirements for lots that are connected to city sewer and water lines from 5,000 sq. ft. to 7,500 sq. ft. in area;
- Relocating lot size requirements for properties served by well and/or septic to be included with the above-mentioned lot size requirements. No increase to these lots.

Section 12.05.221, M-1-S, "Manufactured" Home and Residential Subdivisions District

- Adding a limitation to the age of a home that is permitted to be installed. If approved, homes older than 20 years from the date of manufacture will not be eligible for a permit for installation in the M-1-S District.

Section 12.05.222, M-2 "Manufactured" Home Parks District

- Striking several items currently listed permitted principal uses and adding them as permitted accessory uses;
- Increasing minimum park area requirements from five (5) acres to twenty (20) acres;
- Increasing minimum rental space requirements from 40 feet to 50 feet of width, and from 4,000 square feet to 7,500 square feet in area per space;
- Adding an allowance for the required Disaster Shelter to be taller than 16 feet without requiring a public hearing before the BOA;

- Reducing the maximum allowed density from eight (8) units per acre to five (5) units per acre;
- Requiring central potable water and wastewater connections be provided by a public entity;
- Increasing setbacks as follows:
    - Front and Corners: from 10 feet to 20 feet from the edge of pavement;
    - Sides and Rear: striking the "roofline to roofline" measurement and replacing it with a 15-foot separation between units measured wall to wall;
    - Perimeter: from 10 to 25 feet.
- Clarifying street and right-of-way width requirements;
- Adding a limitation to the age of a home that is permitted to be installed. If approved, homes older than 20 years from the date of manufacture will not be eligible for a permit for installation in the M-2 District;
- Increasing the minimum number of lots available at first occupancy from 20 to 25;
- Requiring landscape buffering adjacent to public rights-of-way; and
- Including a requirement for the placement of fire hydrants throughout the park.

Section 12.05.223, RV Park (FUD)

- Specifying the types of units that are included in the definition of a recreational vehicle;
- Adding an allowance for an RV carport/ roof-over, which may have specified improvements included under the same roof;
- Moving the storage of boats/campers/etc. from a permitted principal use to a permitted accessory use;
- Increasing minimum park area requirements from five (5) acres to twenty (20) acres;
- Adding an allowance for the required Disaster Shelter to be taller than 16 feet without requiring a public hearing before the BOA;
- Increasing setbacks as follows:
    - Front and Corners: from 10 feet to 15 feet from the edge of pavement;
    - Sides and Rear: striking the "roofline to roofline" measurement and replacing it with a 15-foot separation between units measured wall to wall;
- Increasing the minimum number of lots available at first occupancy from 20 to 25;
- Requiring landscape buffering adjacent to public rights-of-way;
- Clarifying street and right-of-way width requirements; and
- Adding a limitation to the age of a recreational unit/vehicle that is permitted to be installed or parked on a lot. If approved, units and RVs older than 20 years from the date of manufacture will not be outright permitted in RV Park FUDs.

Section 12.08.120, Required Recreation/Disaster Shelter Building

- Clarifying that this Section applies to all zoning districts which would allow a manufactured home or RV to be placed on the property, except for the Agricultural District;
- Specifying required toilet facilities based on the number of lots within the park;
- Requiring a full-service kitchen;
- Increasing the minimum floor area requirement from 15 square feet to 35 square feet of space per lot within the park;
- Specifying generators must be able to power the entire disaster shelter; and

- Adding a requirement that the disaster shelter incorporate a pet friendly area to accommodate the needs of domestic pets of those who live within the park.

Section 12.09.104, Roadway Design Standards

- Clarifying that roads located in a Manufactured Home Park or RV Park require 60 feet of right-of-way.

Attachments:

1. Proposed Amendments to the LDRs

PROPOSED AMENDMENTS

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.04.114. – Master Manufactured Home Park Plan Requirements.

The submittal requirements for Master Manufactured Home Park Plan approval are listed in this section.

A. Preliminary Manufactured Home Park Plan. A preliminary manufactured home park plan must be submitted to provide a complete review of technical data and preliminary engineering/surveyor drawings for the proposed park plan. An approved preliminary park plan is a prerequisite to receiving Master Manufactured Home Park Plan approval. The preliminary manufactured home park plan shall be a graphic representation of the proposed development and its individual lots, is intended to represent a boundary survey of the proposed park plan and shall comply with the requirements outlined in Section 12.04.111, Preliminary Plat, of this Code.

B. Improvement Plan. A plan of proposed improvements shall be submitted following approval of the preliminary manufactured home park plan. It is the intent that the improvement plan, reflect compliance with standards and procedures for installation and maintenance of required improvements so that services and facilities are provided in such a manner as to ensure the health and safety of the public and to sustain the existing quality of life. These requirements are intended to provide that all improvements are installed in a timely and efficient manner and that, where improvements will be retained in private ownership, the improvements will be maintained permanently in accordance with the requirements of these regulations as outlined within Section 12.04.111.D, except that five (5) copies of the improvement plan shall be submitted. An approved improvement plan and final development order are a prerequisite to master park plan review.

C. Master Manufactured Home Park Plan. A master manufactured home park plan is a drawing of the final design of a site showing the boundaries and locations of all lots and provides a perpetual record of the development. The master manufactured home park plan shall conform to the approved preliminary manufactured home park plan in all respects except that minor variations in dimensions and alignments resulting from more precise final computations may be accepted.

1. Nine (9) copies of the master manufactured home park plan and all required documents and materials, as required by this section, shall be submitted to the county engineer along with the review fee.

2. The county engineer shall transmit one (1) copy of the master manufactured home park plan together with required documents and materials to County staff, as listed in these regulations. Each staff member shall have ten (10) working days to complete his or her review of the park plan and notify the county engineer, in writing, of his or her findings. A technical review meeting

shall be scheduled within ten (10) working days of the completion of staff's review.

3. Within five (5) working days after the technical review meeting, or at the end of twenty-five (25) working days, if the technical review meeting is omitted, the county engineer will either approve or disapprove the master manufactured home park plan, and notify the applicant, in writing, of the determination. A copy of the master manufactured home park plan will be returned to the applicant; either approved or disapproved, along with copies of each staff member's comments.

4. If disapproved, the master manufactured home park plan must be revised and resubmitted as required by notes on the plan itself, by staff comments, by comments in the transmittal letter, by the conditions of approval, and by the checklist which shall accompany the plan. Any resubmitted plans must have all revisions contained within a revision cloud and the revisions must be described in a dated comment box on the plans.

5. If approved, one copy will be returned to the applicant, for the development to proceed to the building permit phase.

D. The master manufactured home park plan shall comply with all requirements listed below.

1. Master Park Plan agrees with the approved preliminary park and improvement plan.

2. Each sheet signed and sealed by a Florida registered engineer or a Florida professional surveyor and mapper.

3. Sheet size 24" X 36" with ½" margins and left binding side with 3" margin.

4. Scale: no smaller than 1"=100'.

5. North arrow.

6. Date of preparation.

7. Owner's name, address.

8. Consultant's name, address & telephone number on each sheet.

9. STRAP Number.

10. A site location map inset on the first sheet to indicate the location of the project relative to surrounding area and including at least the nearest arterial or collector roadway.

11. Index sheet showing the entire development as well as the sheet layout, if more than one sheet.

12. Each sheet shows the particular number of that sheet and the total number of sheets including clearly labeled match lines showing where other sheets match or adjoin.

13. Private ownership statement placed in a prominent place on every sheet.

Private ownership statement: Private property that remains under one ownership, but is required to receive master manufactured home park plan approval, must have the following information placed on the first sheet of the final plan in letters no smaller than one-half-inch in height:

THIS IS NOT A SUBDIVISION
(PARCEL UNDER ONE OWNERSHIP)
Individual Lot Sales Prohibited

14. Name of manufactured home park in bold legible letters in a prominent place, the County, State, Section, Township and Range indicated on every sheet appearing immediately under the name.
15. Park name not the same as any other name appearing on any recorded plat/plan.
16. Legal description and recoding instrument number (property boundaries with line dimensions, bearings and curve data).
17. At least two exterior boundary corners referenced to the Florida State Plane Coordinate System.
18. The Horizontal and/or Vertical datum specified.
19. All section lines and quarter section lines occurring in or within the master manufactured home park plan indicated by lines drawn upon the plan, with appropriate words and figures.
20. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings, and distances, and the point of beginning.
21. Legend explaining symbols, abbreviations, etc.
22. Proposed number of lots.
23. Minimum lot area in square feet provided.
24. All lettering reads from the bottom of the sheet or from the right side of the sheet.
25. Letters or numbers at least one-tenth of an inch in height and bold enough to remain clearly legible after reduction.
26. Sufficient survey data to describe each lot, block, street, easement, etc.
27. Lot lines with accurate dimensions.
28. All lots numbered either by progressive numbers, or if in blocks, progressively numbered or lettered except that blocks in numbered additions bearing the same name may be numbered consecutively throughout several additions.
29. “Limit of Plan” shown on all legs of boundary.
30. Areas identified that are not a part of the plan, stating “Not Part of the Plan”.

31. All contiguous properties identified by subdivision title, plat/plan book, and page, or designated as unplatted.

32. All abutting existing easements and rights-of-way indicated.

33. Abutting existing rights-of-way indicated to the center line.

34. Purpose of all areas clearly indicated or stated on the plan, together with names, locations and widths of all parks/recreational areas, streets, easements, and waterways as applicable.

35. If no frontage on a County, State or city-maintained road, a right-of-way connecting to such road either shown and referenced by recorded instrument.

36. Any and all Restrictions. Every conservation easement shown, and all restrictions and special conditions noted on the plan.

37. Every on-site drainage easement and retention/detention area utilized in the stormwater system design labeled "DRAINAGE EASEMENT".

38. All manmade lakes, ponds, and other manmade bodies of water excluding retention/detention areas shown on the final plat made a part of adjacent private lot(s).

39. Meander lines including bearings and distances shown.

40. Lots bounded on any side by lakes or streams have a survey line along the ordinary high-water line.

41. Statement, "Notice: There may be additional restrictions that are not recorded on this plan that may be found in the public records of this county." placed in a prominent place on the first sheet.

42. Statement designating the type of water and sewer facilities (including the owners' names) placed on the first sheet.

43. I hereby certify that all of the requirements of this checklist have been adhered to. I also certify that if any of the items on the checklist are not applicable, I have attached a written explanation as to the reason why the item is not applicable.

Section 12.05.220. M-1 ~~mobile~~ manufactured home subdivisions district.

A. **Intent.** The M-1 ~~mobile~~ manufactured home subdivisions district is intended to be ~~mobile~~ for manufactured home, residential ~~area~~, medium density with minimum lot area.

B. **Permitted principal uses and structures.**

~~Mobile~~ Manufactured homes.

~~Central wastewater treatment and water treatment facilities serving a single development.~~

***

E. **Minimum lot requirements** in this district, in regard to area and width, are:

1. ~~5,000~~ 7,500 square feet with minimum frontage of 50 feet, ~~with~~ for lots served by central wastewater and central potable water provided by a public entity. In addition, the lot must meet state air and water pollution Regulations.

2. 10,000 square feet with minimum frontage of 80 feet for lots served by well or septic systems.

***

~~G. Special requirements for this district are:~~

1. ~~Septic systems and individual wells, minimum lot area 10,000 square feet, minimum 80 feet frontage and subject to county health department approval.~~

~~Setback requirements as for R-1.~~

~~H~~ G. Minimum yard requirements with central wastewater and central potable water provided by a public entity are:

1. Front: Ten feet.
2. Sides: Seven and one-half feet.
3. Rear: Ten feet.
4. Corner: 15 feet on one or the other abutting street.

Paragraphs I. through O. to be re-lettered accordingly.

Section 12.05.221. M-1-S ~~mobile~~ manufactured home and residential subdivisions district.

A. **Intent.** The M-1-S ~~mobile~~ manufactured home and residential subdivisions district is intended to encumber certain existing recorded and unrecorded subdivisions in which residential use is accomplished by conventional construction and ~~mobile~~ manufactured homes. These areas are to remain in mixed residential use as a choice of the individual ownerships.

B. **Permitted principal uses and structures in this district are:**

1. One-family dwelling.
2. ~~Mobile~~ Manufactured home.
3. Recreation buildings and facilities, playgrounds, play fields, parks and beaches owned and operated by federal, state, county or municipal governments.
4. ~~Central wastewater treatment and water treatment facilities serving a single development.~~

***

H. **Maximum height of structures.** Residential is the same as for R-1; ~~mobile~~ manufactured homes is 16 feet in height. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

***

J. **Minimum floor area** in this district is for residential construction, 750 square feet; for ~~mobile~~ manufactured homes, 600 square feet.

***

N. **Limitations on uses.** The following limitations on uses apply in this district:

1. Manufactured homes shall not be older than 20 years from the date of manufacture to the date of installation. ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

2. ~~All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

Section 12.05.222. M-2 ~~mobile~~ manufactured home parks district.

A. **Intent.** The M-2 ~~mobile~~ manufactured home parks district is intended to regulate the establishment and approval of ~~mobile~~ manufactured home parks where ~~mobile~~ manufactured homes, travel trailers, and recreation units, are placed on rental spaces on transient, seasonal or permanent basis. Only single-family uses of ~~mobile~~ manufactured homes, travel trailers, and recreation units are allowed.

B. **Permitted principal uses and structures in this district are:**

1. ~~Mobile~~ Manufactured homes ~~parking~~.

2. ~~Community utility~~ Travel trailers, recreational vehicles, and recreation units.

~~3. Community recreation facilities.~~

~~4. Central wastewater treatment and water treatment facilities serving a single development.~~

~~5. Travel trailers, recreational vehicles, and recreation units.~~

~~6. Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the mobile home park or by the owners of the mobile homes located on mobile home sites in the mobile home park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the mobile home park owner.~~

C. **Permitted accessory uses and structures in this district are:**

1. Single-family residence for owner, manager or custodian of park.

2. Accessory buildings for storage or maintenance incidental to operation of park.

3. Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the manufactured home park or by

the owners of the manufactured homes located on manufactured home sites in the manufactured home park when at least 100 feet from the nearest rental space and approved by the board of directors or the manufactured home park owner. The storage area shall be paved in compliance with Section 12.10.205 and shall comply with the transitional protective yard type C of this chapter.

D. **Special exceptions.** Permissible by the BOA after public hearing and subject to appropriate conditions and safeguards are:

1. ~~Central wastewater and water treatment facilities serving more than one development.~~

~~2.~~ Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the ~~mobile~~ manufactured home park or by the owners of the ~~mobile~~ manufactured homes located on ~~mobile home sites~~ rental spaces in the ~~mobile home~~ park when stored less than 100 feet from the nearest ~~dwelling~~ rental space and approved by the owner or board of directors ~~or~~ of the ~~mobile~~ manufactured home park ~~owner~~.

E. **Special requirements in this district are:**

1. All plans submitted for ~~mobile~~ manufactured home park approval will first be approved by the state department of health and rehabilitative services. No ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit will be permitted within 100 feet of the ~~mean~~ ordinary high water line of ~~lake front~~ waterfront property.

2. All uses shall comply with the parking requirements of this code.

F. **Minimum ~~lot~~ park area and rental space requirements.** ~~Five~~ Twenty (20) acres of land area for the M-2 district. Each rental space shall have a minimum width of ~~40~~ 50 feet and a minimum area of ~~4,000~~ 7,500 square feet.

G. **Maximum ~~lot~~ park coverage.** Maximum ~~lot~~ park coverage by all structures is 50 percent of total park area, excluding streets.

H. **Maximum height of structures.** Maximum height of structures shall be as follows:

1. **Residence.** No structure shall exceed 16 feet in height, except as provided in Section 12.05.302. See definition of Height of buildings in Section 12.02.104.

2. **Required disaster shelter.** A disaster shelter required by Section 12.08.120 shall not exceed 35 feet in height.

~~2~~3. ~~**Permitted non residence**~~ **Other permitted structures.** ~~Same~~ No structure shall exceed 16 feet in height, except that with approval of BOA, maximum height may be 35 feet if the BOA ~~shall~~ finds such action will not injure surrounding property and accords with spirit and purpose of this chapter. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

I. **Maximum density per acre** in this district shall be maximum ~~eight mobile homes, recreational vehicles, recreation units, and travel trailers permitted~~ five (5) units per acre with central potable water and central wastewater facilities provided by a public entity.

J. **Minimum yard requirements in this district are:**

1. **Front,** ~~ten~~ twenty (20) feet to the edge of pavement.

2. **Sides,** ~~no roof to be closer than ten feet to adjacent structure~~ fifteen (15) feet between units, measured wall to wall; if the unit has a slide-out or pop-out, the minimum separation shall be measured from the furthest point of the slide-out or pop-out.

3. **Rear,** ~~no roof to be closer than ten feet to adjacent structure~~ fifteen (15) feet between units, measured wall to wall.

4. **Corner,** ~~no roof to be closer than ten feet to adjacent structure~~ twenty (20) feet to the edge of pavement.

5. **Perimeter,** ~~No~~ no roof is to be closer than ~~ten~~ twenty-five (25) feet to outside perimeter line of a ~~mobile~~ manufactured home park.

***

L. ~~**Infringement of m**~~ **Minimum street and right-of-way width.** ~~The 30-foot road or any of the required parking spaces for each living unit is not to infringe on minimum street width of 25 feet with off-street parking. See section 12.10.200 for parking space requirements~~ Right-of-way widths shall meet the requirements of Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the manufactured home park, in perpetuity.

M. **Nonconforming parks.** All mobile home parks licensed and operating prior to June 26, 1973, including M-2 parks, as long as the same shall remain licensed, shall not be required to comply with the provisions of this chapter, except a five-foot setback shall be kept in front and rear. Mobile and manufactured homes may be removed and replaced with ~~mobile~~ manufactured homes of like size and appurtenances.

N. **Limitations on uses.** The following limitations on uses apply in this district:

~~1.~~ Manufactured homes, travel trailers, recreational vehicles, and recreation units shall not be older than 20 years from the date of manufacture to the date of installation or parking on a rental space in a manufactured home park. ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

~~2. All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

***

P. **Additional requirements.**

1. The ~~site~~ proposed park shall have not less than ~~20~~ 25 ~~mobile home~~ rental spaces completed and available at first occupancy and shall have no more than a maximum of ~~eight~~ five (5) mobile home spaces per gross acre.

2. A landscaped vegetative buffer zone, ten feet in width and eight feet in height~~,~~ shall be provided where a park adjoins other lot lines~~, not zoned for mobile homes~~ or public rights-of-way not contained within the park.

3. Fire hydrants shall be provided throughout the park, shall be located not more than 800 feet apart, and shall not be more than 500 feet away from any rental space or structure.

~~3~~4. No ~~part of any mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto shall be placed within ~~ten~~ fifteen (15) feet of any other ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto, as measured from wall to wall. If the unit has a slide-out or pop-out, the separation shall be measured from the furthest point of the slide-out or pop-out. No ~~part of any mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto shall be located within 25 feet of any accessory or service building or structure used in connection with the ~~mobile~~ manufactured home park.

~~4~~5. Access roads shall be provided to each ~~mobile home~~ rental space. Roads in new parks and roads added to existing parks shall ~~have a minimum width of 30 feet unless adequate off-street parking for automobiles is provided, in which event 25 feet shall be the minimum road width. Perimeter roads, having mobile homes parked on one side only, shall have a minimum width of at least 20 feet and be adequately lighted. Note: See section 12.10.200 for parking space requirements~~ comply with Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the manufactured home park, in perpetuity.

~~5~~6. A central potable water and wastewater supply, provided by a public entity, shall be supplied to each ~~mobile home site~~ rental space. No ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, shall be located more than 200 feet from approved toilet and bathing facilities, except that this provision shall be deemed to have been met where approved central potable water and wastewater hookups are supplied by a public entity to ~~the mobile home site~~ each rental space and where the ~~mobile home~~ unit to be placed on the ~~site~~ rental space ~~is provided with~~ contains adequate toilet and bathing facilities. ~~Garbage, trash and refuse collection shall be provided to each site.~~

7. Garbage, trash and refuse collection shall be provided to each site.

~~7. A mobile home park shall have a central wastewater disposal system approved by the Highlands County Health Department and the Florida Department of Environmental Protection.~~

~~7~~8. Porches, additions and other appurtenances to ~~mobile~~ manufactured homes shall comply with this chapter and the building regulations of the county. All canvas, portable or demountable roofs, porches or appurtenances shall be dismantled and stored if the ~~mobile~~ manufactured home or recreational unit is not to be occupied for a period of 30 days or more. A roof, porch or appurtenance constructed under a building permit issued by the county building department is not subject to dismantling and storage provisions.

~~8~~9. A ~~mobile~~ manufactured home park providing more than 40 rental spaces may have retail stores and personal service establishments for the primary use of the occupants of the ~~mobile~~ manufactured home park, providing that such uses are conducted within a completely enclosed building, no signs or displays indicating such uses are visible from any public street and such uses are for the convenience of the occupants of the ~~mobile~~ manufactured home park and are not normally available to other persons.

~~9~~10. A recreation area shall be provided equivalent to 100 square feet of area for each ~~mobile home site~~ rental space; such recreation area shall not be longer than two times its width. The area shall be developed and maintained in a clean and presentable condition.

~~10~~11. In a ~~mobile~~ manufactured home park, display or sale of ~~mobile~~ manufactured homes, travel trailers, recreational vehicles, and recreation units, is prohibited, except an occupied ~~mobile home~~ unit, or an unoccupied ~~mobile home~~ unit previously occupied on the same site, or a ~~mobile home~~ unit affixed to a ~~lot or~~ space and shown as a model for sale, ~~to~~ may remain on the ~~lot or~~ space.

~~11~~12. Service stations or repair garages are prohibited in ~~mobile~~ manufactured home parks. No secondhand merchandise shall be offered for sale, displayed, or stored on the premises, except as incidental to the bona fide sale of a ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit.

~~12~~13. Dwelling units or living quarters, ~~except in a mobile home or as an~~ other than those listed as a permitted accessory use, are prohibited in a ~~mobile~~ manufactured home park.

~~13~~14. No exterior public address system shall be permitted.

~~14~~15. Required recreation/disaster shelter building shall be provided if required by section 12.08.120.

Section 12.05.223. RV park (FUD).

A. **Intent.** The RV park (FUD) district is intended to regulate the establishment and approval of RV parks where ~~RVs, park models, mobile homes, and manufactured homes~~ recreational vehicles (RVs), which also includes the terms travel trailer, camper, motor home, van conversion, and park model, are placed on rental spaces on transient~~, seasonal~~ or permanent basis. Only single-family use of RVs~~, park~~

~~models, mobile homes, and manufactured homes are~~ is permitted. All units required to have park and service permit.

B. **Permitted principal uses and structures in this district are:**

1. ~~RV and park model~~ Recreational vehicle (RV) parking (permits required).

2. RV carport or roof over to cover a permitted RV or other permitted unit. The RV carport or roof over may include, under the same roof, ~~A~~ a screen room, vinyl room, or cabana room ~~or rigid awning~~ consisting of no more than 500 square feet combined, without plumbing~~,~~ unless approved otherwise in the FUD. All such uses shall require a permit issued by the county building department and shall be firmly attached to ~~a travel trailer, park model, mobile home, manufactured home, or recreation~~ the unit and to the ground so as to withstand winds as required by the Florida Building Code.

3. Individual utility buildings consisting of no more than 65 square feet, with no~~t~~ more than one electrical outlet and no plumbing, unless approved otherwise in the FUD. All such utility buildings shall be anchored in a manner which will withstand winds as required by the Florida Building Code. All utility buildings shall meet all state and county setback requirements. No more than one utility building may be located on any rental space.

~~4. Community utility.~~

~~5. Community recreation facilities.~~

~~6. Central wastewater and water treatment facilities serving a single development.~~

~~7. Mobile homes and manufactured homes shall be allowed only when the mobile home or manufactured home replaces one or more park models located on rental spaces on July 1, 2005, pursuant to all of the requirements of this section, including 12.05.223.E.3., and F. and Q--X.~~

~~8. Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the RVs and park models located on RV sites in the RV park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the RV park owner. The requirements shall comply with the transitional protective yard type C of the land development regulations.~~

C. **Permitted accessory uses and structures in this district are:**

1. Single-family residence for owner, manager or custodian of park.

2. Accessory building for storage incidental to operation of park.

3. Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the RVs and park models located on RV sites in the RV park when at least 100 feet from the nearest rental space and approved by the board of directors or the RV park owner. The storage area shall be paved in compliance with

Section 12.10.205 and shall comply with the transitional protective yard type C of the land development regulations.

D. **Special exceptions.** Permissible by the BOA after public hearing and subject to appropriate conditions and safeguards are:

~~1. Central wastewater and water treatment facilities serving more than one development.~~

~~2~~ Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the ~~RVs and park models~~ units located on ~~RV sites~~ rental spaces in the RV park when stored less than 100 feet from the nearest ~~dwelling~~ rental space and approved by the board of directors or the RV park owner. The requirements shall comply with the transitional protective yard type C of the land development regulations.

E. **Special requirements in this district are:**

1. All RV parks (FUD) are to be flexible unit developments.

2. All plans submitted for RV park (FUD) approval must first be approved by the state department of health and rehabilitative services. No unit will be permitted within 100 feet of the ~~mean~~ ordinary high-water line of ~~lake~~ waterfront property.

~~3. Mobile homes and manufactured homes shall also be allowed when the following requirements are satisfied:~~

~~a. Reserved.~~

~~b. The mobile home or manufactured home replaces one or more park models located on campsites on July 1, 2005.~~

~~c. The mobile home or manufactured home located on a campsite which has a minimum width of 40 feet and shall have no more than 50 percent lot coverage.~~

~~d. Before a section or unit of an RV park is reconfigured pursuant to this section or any RV park is enlarged or any mobile home or manufactured home is placed in an RV park pursuant to this section, the land included in the reconfiguration or addition or on which the mobile home or manufactured home is to be located, the applicant shall:~~

~~(1) Provide a boundary survey and site plan schematic, signed and sealed by a Florida professional land surveyor, showing the boundary of the area being changed together with permanent reference markers; and~~

~~(2) Include as a part of the site plan schematic of the area, the approximate location of the rental spaces in reference to the centerlines of the streets within the park; the streets shall be referenced with permanent control points; and~~

~~(3) Post a copy of said site plan schematic in the campground office; and~~

~~(4) Submit seven copies each of the boundary survey and site plan schematic to the county engineer for distribution to county staff prior to the issuance of a building permit for a mobile home or manufactured home pursuant to subsection 12.05.226.D.~~

~~4~~3. Not more than 50 percent of the total ~~campground~~ park area is covered by structures, excluding streets.

~~5~~4. Required recreation/disaster shelter building shall be provided if required by section 12.08.120.

5. All uses shall comply with the parking requirements of this code.

F. **Minimum ~~lot~~ park area and rental space requirements.** ~~The minimum lot size in this district is five~~ Twenty (20) acres of land area for RV park (FUD) ~~alone or in combination with CG-1, CG-3 and/or M-2 classifications~~. Each rental space shall have a minimum lot width 40 feet and a minimum area of ~~2,400~~ 4,000 square feet. ~~Any section or unit of an RV park reconfigured under this subsection shall comply with the requirements of paragraph 3. of subsection E. of this section.~~

G. **Maximum ~~lot~~ park coverage** by all structures is 50 percent of total park area, excluding streets.

H. **Maximum height of structures.** Maximum height of structures shall be as follows:

1. **~~Residence~~ Permitted structures or units on rental spaces.** No structure shall exceed 16 feet in height, except as provided in Section 12.05.302. See definition of Height of buildings in Section 12.02.104.

2. **Required Disaster Shelter.** A disaster shelter required by 12.08.120 shall not exceed 35 feet in height.

3. **~~Permitted non residence~~ Other permitted structures.** ~~Same~~ No structure shall exceed 16 feet in height, except that with approval of BOA, maximum height may be 35 feet if the BOA ~~shall~~ finds such action will not injure surrounding property and accords with spirit and purpose of this chapter. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

I. **Maximum density per acre** in this district shall be determined by the FUD at the public hearings by the P&Z and the BCC but shall in no circumstance be greater than 12 units per gross acre.

J. **Minimum yard requirements.**

1. Front, ~~ten feet~~ fifteen (15) feet to the edge of pavement.

2. Sides, ~~no roof line to be closer than ten feet to adjacent roof line~~ fifteen (15) feet between units, measured wall to wall; if the unit has a slide-out or pop-

out, the minimum separation shall be measured from the furthest point of the slide-out or pop-out.

3. Rear, ~~no roof line to be closer than ten feet to adjacent roof line~~ fifteen (15) feet between units, measured wall to wall.

4. Corner, ~~no roof line to be closer than ten feet to one street side and~~ fifteen (15) feet to the edge of pavement ~~other street side~~.

5. Perimeter, ~~No~~ no roof line closer than ten feet to outside perimeter line of RV park.

***

L. **~~Infringement of m~~ Minimum street and right-of-way width.** ~~Encroachments into roads shall not be allowed. On street parking shall not be allowed on roads which are less than 30 feet wide~~ Right-of-way widths shall meet the requirements of Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the Manufactured Home Park, in perpetuity.

M. **Limitations on uses.** The following limitations on uses apply in this district:

~~1.~~ Recreational Vehicles and all other permitted units shall not be older than 20 years from the date of manufacture to the date of installation or parking on a rental space within an RV Park (FUD). ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

~~2. All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

***

O. **Minimum size and completion.** The site proposed shall contain not less than ~~five~~ twenty (20) acres, shall have not less than ~~20~~ 25 RV or park model spaces completed and available at first occupancy and shall meet all flexible unit development requirements.

P. **Buffer zone.** A landscaped vegetative buffer zone, ten feet in width and eight feet in height, shall be provided where a park adjoins other lot lines ~~which are not zoned for RV park (FUD) or mobile home park~~ or public rights-of-way not contained within the park.

Q. **Minimum spacing.** No part of any RV or other permitted unit, ~~park model, mobile home, manufactured home~~ or addition thereto, shall be placed within ~~ten~~ fifteen (15) feet of any other RV or other permitted unit~~, park model, mobile home, manufactured home~~ or addition thereto. No part of any RV or other permitted unit~~, park model, mobile home, manufactured home~~ or addition thereto, shall be located within 25 feet of any accessory or service building or structure used in connection with the RV park.

R. **Roads.** Access roads shall be provided to each ~~RV, park model, mobile home, and manufactured home~~ rental space. Roads in new parks and roads added to

existing parks shall ~~have a minimum width of 30 feet unless adequate off-street parking for motor vehicles is provided, in which event 25 feet shall be the minimum road width. Perimeter roads having RVs, park models, mobile homes or manufactured homes located only on one side shall have a minimum width of at least 20 feet and be adequately lighted~~ comply with Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the Manufactured Home Park, in perpetuity.

S. **Utilities.** A central potable water and wastewater supply shall be supplied to each ~~RV, park model, mobile home, and manufactured home site~~ rental space. No RV or other permitted unit shall be located more than 200 feet from approved toilet and bathing facilities, except that this provision shall be deemed to have been met where approved central potable water and wastewater hookups are supplied by a public entity to the ~~RV site~~ each rental space and where the ~~RV~~ unit to be placed on the site is provided with adequate toilet and bathing facilities. ~~All park models, mobile homes, and manufactured homes shall be connected to the central wastewater disposal system.~~ Garbage, trash and refuse collection shall be provided to each site.

~~T. **Central wastewater disposal system.** An RV park shall have a central wastewater disposal system approved by the county health department and the department of health and rehabilitative services of the state.~~

Paragraphs U. through X. to be re-lettered accordingly.

Section 12.08.120. - Required recreation/disaster shelter building.

A. **Applicability.** M-1, M-1-S, M-2, CG-1, CG-2, CG-3, and RV Park (FUD) Zoning Districts, ~~or~~ and within all manufactured home parks, manufactured home subdivisions, mobile home parks, RV parks, campgrounds, and seasonal parks containing ~~more than~~ 25 or more lots, rental spaces or campsites on which RVs, park models, mobile homes or manufactured homes are placed after November 14, 1994, in a manner requiring a building permit or which are developed after November 14, 1994, a recreation/disaster shelter building meeting the requirements of subsections B. and C. below of this section shall be provided.

B. **Additional standards for approval.** A required recreation/disaster shelter building shall have:

1. For every 20 rental spaces contained within the park, the disaster shelter must contain at least one (1) toilet facility.

2. The disaster shelter must contain a full-service kitchen.

3. A minimum floor area of at least ~~15~~ 35 square feet (excluding kitchens, closets, toilets, bathrooms, porches, breezeways and terraces) per lot, rental space or campsite; and

~~2~~4. A minimum floor elevation at least two feet above the established 100-year flood level; and

~~3~~5. Approved hurricane storm shutters protecting all glass surfaces; and

~~4~~6. Adequate emergency lighting and water supply ~~with~~ and adequate emergency generators to ~~supply the water and lighting~~ power the entire disaster shelter; and

~~5~~7. Designed and constructed to no less than Risk Category IV Construction standards in compliance with the Florida Building Code, current addition. Construction plans signed and sealed by a registered engineer and/or architect, certifying that the structure meets the requirements of this paragraph, shall be submitted to the building official and approved before final development orders are issued for new manufactured home parks, manufactured home subdivisions, mobile home parks, mobile home subdivisions (on central potable water and central wastewater), RV parks, campgrounds, and seasonal parks developed after November 14, 1994, containing ~~more than~~ 25 or more lots, rental spaces or campsites and before issuing more than 25 building permits for placement of RVs, park models, ~~mobile homes,~~ manufactured homes or combination thereof, in any existing RV park, campground or mobile home park after November 14, 1994.

C. **Additional requirements.**

1. The disaster shelter must be pet friendly, accommodating the needs of domestic pets.

2. A plan shall be provided to the county engineer showing the location of the recreation/disaster shelter building on the site in relation to the existing lots, rental spaces or campsites.

~~2~~3. Documentation that the generators required pursuant to 12.08.120.B.~~2~~6., ~~is~~ are sufficient. ~~to provide emergency lighting and water supply.~~

Section 12.09.104, Roadway Design Standards

A. **Right-of-way requirements.**

1. **Widths.** Right-of-way requirements for road construction shall be as shown in the Highlands County Technical Standards Manual, current edition and as follows:

Functional Classification	Right-of-Way Width
Major Arterial	200 feet
Minor Arterial	150 feet
Rural Major Collector	100 feet
Rural Minor Collector	80 feet
Local Street	60 feet
Marginal Access or Frontage Road	60 feet

Functional Classification	Right-of-Way Width
Ingress/Egress Easements for access with more than two driveway connections	60 feet
Alley	40 feet
Manufactured Home Park/RV Park roads (Private)	~~40~~ 60 feet
Seasonal Park Roads (Private)	40 feet
Ingress/Egress Easements for access with two or less driveway connections	30 feet

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ORDINANCE NO. 23-24-29

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CREATION OF CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 4, PLATS, SITE PLANS AND IMPROVEMENT PLANS, SECTION 12.04.114, MASTER PARK PLAN REQUIREMENTS; PROVIDING FOR AMENDMENTS TO ARTICLE 5, DISTRICTS AND SUPPLEMENTAL DISTRICT REGULATIONS, SECTION 12.05.220, M-1 MOBILE HOME SUBDIVISIONS DISTRICT, SECTION 12.05.221, M-1-S MOBILE HOME AND RESIDENTIAL SUBDIVISIONS DISTRICT, SECTION 12.05.222, M-2 MOBILE HOME PARKS DISTRICT, AND SECTION 12.05.223, RV PARK (FUD); PROVIDING FOR AMENDMENTS TO ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.120, REQUIRED RECREATION/DISASTER SHELTER BUILDING; PROVIDING FOR AMENDMENTS TO ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.104, ROADWAY DESIGN STANDARDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, CREATING ARTICLE 4, PLATS, SITE PLANS AND IMPROVEMENT PLANS, SECTION 12.04.114, MASTER PARK PLAN REQUIREMENTS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 4, Plats, Site Plans and Improvement Plans, Section 12.04.114, Master Manufactured Home Park Plan Requirements is hereby created as follows:

Note: Underlined words constitute additions to existing text.

Section 12.04.114. – Master Manufactured Home Park Plan Requirements.

The submittal requirements for Master Manufactured Home Park Plan approval are listed in this section.

A. Preliminary Manufactured Home Park Plan. A preliminary manufactured home park plan must be submitted to provide a complete review of technical data and preliminary engineering/surveyor drawings for the proposed park plan. An approved preliminary park plan is a prerequisite to receiving Master Manufactured Home Park Plan approval. The preliminary manufactured home park plan shall be a graphic representation of the proposed development and its individual lots, is intended to represent a boundary survey of the proposed park plan and shall comply with the requirements outlined in Section 12.04.111, Preliminary Plat, of this Code.

B. Improvement Plan. A plan of proposed improvements shall be submitted following approval of the preliminary manufactured home park plan. It is the intent that the improvement plan, reflect compliance with standards and procedures for installation and maintenance of required improvements so that services and facilities are provided in such a manner as to ensure the health and safety of the public and to sustain the existing quality of life. These requirements are intended to provide that all improvements are installed in a timely and efficient manner and that, where improvements will be retained in private ownership, the improvements will be maintained permanently in accordance with the requirements of these regulations as outlined within Section 12.04.111.D, except that five (5) copies of the improvement plan shall be submitted. An approved improvement plan and final development order are a prerequisite to master park plan review.

C. Master Manufactured Home Park Plan. A master manufactured home park plan is a drawing of the final design of a site showing the boundaries and locations of all lots and provides a perpetual record of the development. The master manufactured

home park plan shall conform to the approved preliminary manufactured home park plan in all respects except that minor variations in dimensions and alignments resulting from more precise final computations may be accepted.

1. Nine (9) copies of the master manufactured home park plan and all required documents and materials, as required by this section, shall be submitted to the county engineer along with the review fee.

2. The county engineer shall transmit one (1) copy of the master manufactured home park plan together with required documents and materials to County staff, as listed in these regulations. Each staff member shall have ten (10) working days to complete his or her review of the park plan and notify the county engineer, in writing, of his or her findings. A technical review meeting shall be scheduled within ten (10) working days of the completion of staff's review.

3. Within five (5) working days after the technical review meeting, or at the end of twenty-five (25) working days, if the technical review meeting is omitted, the county engineer will either approve or disapprove the master manufactured home park plan, and notify the applicant, in writing, of the determination. A copy of the master manufactured home park plan will be returned to the applicant; either approved or disapproved, along with copies of each staff member's comments.

4. If disapproved, the master manufactured home park plan must be revised and resubmitted as required by notes on the plan itself, by staff comments, by comments in the transmittal letter, by the conditions of approval, and by the checklist which shall accompany the plan. Any resubmitted plans must have all revisions contained within a revision cloud and the revisions must be described in a dated comment box on the plans.

5. If approved, one copy will be returned to the applicant, for the development to proceed to the building permit phase.

D. The master manufactured home park plan shall comply with all requirements listed below.

1. Master Park Plan agrees with the approved preliminary park and improvement plan.

2. Each sheet signed and sealed by a Florida registered engineer or a Florida professional surveyor and mapper.

3. Sheet size 24" X 36" with ½" margins and left binding side with 3" margin.

4. Scale: no smaller than 1"=100'.

5. North arrow.

6. Date of preparation.

7. Owner's name, address.

8. Consultant's name, address & telephone number on each sheet.

9. STRAP Number.

10. A site location map inset on the first sheet to indicate the location of the project relative to surrounding area and including at least the nearest arterial or collector roadway.

11. Index sheet showing the entire development as well as the sheet layout, if more than one sheet.

12. Each sheet shows the particular number of that sheet and the total number of sheets including clearly labeled match lines showing where other sheets match or adjoin.

13. Private ownership statement placed in a prominent place on every sheet.

    Private ownership statement: Private property that remains under one ownership, but is required to receive master manufactured home park plan approval, must have the following information placed on the first sheet of the final plan in letters no smaller than one-half-inch in height:

THIS IS NOT A SUBDIVISION

(PARCEL UNDER ONE OWNERSHIP)

Individual Lot Sales Prohibited

14. Name of manufactured home park in bold legible letters in a prominent place, the County, State, Section, Township and Range indicated on every sheet appearing immediately under the name.

15. Park name not the same as any other name appearing on any recorded plat/plan.

16. Legal description and recoding instrument number (property boundaries with line dimensions, bearings and curve data).

17. At least two exterior boundary corners referenced to the Florida State Plane Coordinate System.

18. The Horizontal and/or Vertical datum specified.

19. All section lines and quarter section lines occurring in or within the master manufactured home park plan indicated by lines drawn upon the plan, with appropriate words and figures.

20. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings, and distances, and the point of beginning.

21. Legend explaining symbols, abbreviations, etc.

22. Proposed number of lots.

23. Minimum lot area in square feet provided.

24. All lettering reads from the bottom of the sheet or from the right side of the sheet.

25. Letters or numbers at least one-tenth of an inch in height and bold enough to remain clearly legible after reduction.

26. Sufficient survey data to describe each lot, block, street, easement, etc.

27. Lot lines with accurate dimensions.

28. All lots numbered either by progressive numbers, or if in blocks, progressively numbered or lettered except that blocks in numbered additions bearing the same name may be numbered consecutively throughout several additions.

29. “Limit of Plan” shown on all legs of boundary.

30. Areas identified that are not a part of the plan, stating “Not Part of the Plan”.

31. All contiguous properties identified by subdivision title, plat/plan book, and page, or designated as unplatted.

32. All abutting existing easements and rights-of-way indicated.

33. Abutting existing rights-of-way indicated to the center line.

34. Purpose of all areas clearly indicated or stated on the plan, together with names, locations and widths of all parks/recreational areas, streets, easements, and waterways as applicable.

35. If no frontage on a County, State or city-maintained road, a right-of-way connecting to such road either shown and referenced by recorded instrument.

36. Any and all Restrictions. Every conservation easement shown, and all restrictions and special conditions noted on the plan.

37. Every on-site drainage easement and retention/detention area utilized in the stormwater system design labeled "DRAINAGE EASEMENT".

38. All manmade lakes, ponds, and other manmade bodies of water excluding retention/detention areas shown on the final plat made a part of adjacent private lot(s).

39. Meander lines including bearings and distances shown.

40. Lots bounded on any side by lakes or streams have a survey line along the ordinary high-water line.

41. Statement, "Notice: There may be additional restrictions that are not recorded on this plan that may be found in the public records of this county." placed in a prominent place on the first sheet.

42. Statement designating the type of water and sewer facilities (including the owners' names) placed on the first sheet.

43. I hereby certify that all of the requirements of this checklist have been adhered to. I also certify that if any of the items on the checklist are not applicable, I have attached a written explanation as to the reason why the item is not applicable.

SECTION 3. AMENDING ARTICLE 5, DISTRICTS AND SUPPLEMENTAL DISTRICT REGULATIONS, SECTION 12.05.222, M-1 MOBILE HOME SUBDIVISIONS DISTRICT, SECTION 12.05.221, M-1-S MOBILE HOME AND RESIDENTIAL SUBDIVISIONS DISTRICT, SECTION 12.05.222, M-2 MOBILE HOME PARKS DISTRICT, AND SECTION 12.05.223, RV PARK (FUD). Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplemental District Regulations, Section 12.05.222, M-1 Mobile Home Subdivisions District, Section 12.05.221, M-1-S Mobile Home and Residential Subdivisions District, Section 12.05.222, M-2 Mobile Home Parks District, and Section 12.05.223, RV Park (FUD) is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.220. M-1 ~~mobile~~ manufactured home subdivisions district.

A. **Intent.** The M-1 ~~mobile~~ manufactured home subdivisions district is intended to be ~~mobile~~ for manufactured home, residential ~~area~~, medium density with minimum lot area.

B. **Permitted principal uses and structures.**

1. ~~Mobile~~ Manufactured homes.
2. ~~Central wastewater treatment and water treatment facilities serving a single development.~~

***

E. **Minimum lot requirements** in this district, in regard to area and width, are:

1. ~~5,000~~ 7,500 square feet with minimum frontage of 50 feet, ~~with~~ for lots served by central wastewater and central potable water provided by a public entity. In addition, the lot must meet state air and water pollution Regulations.
2. 10,000 square feet with minimum frontage of 80 feet for lots served by well or septic systems.

***

~~G. Special requirements for this district are:~~

1. ~~Septic systems and individual wells, minimum lot area 10,000 square feet, minimum 80 feet frontage and subject to county health department approval.~~
2. ~~Setback requirements as for R-1.~~

~~H~~ G. Minimum yard requirements with central wastewater and central potable water provided by a public entity are:

1. Front: Ten feet.
2. Sides: Seven and one-half feet.
3. Rear: Ten feet.
4. Corner: 15 feet on one or the other abutting street.

Paragraphs I. through O. to be re-lettered accordingly.

Section 12.05.221. M-1-S ~~mobile~~ manufactured home and residential subdivisions district.

A. **Intent.** The M-1-S ~~mobile~~ manufactured home and residential subdivisions district is intended to encumber certain existing recorded and unrecorded subdivisions in which residential use is accomplished by conventional construction and ~~mobile~~ manufactured homes. These areas are to remain in mixed residential use as a choice of the individual ownerships.

B. **Permitted principal uses and structures in this district are:**

1. One-family dwelling.
2. ~~Mobile~~ Manufactured home.
3. Recreation buildings and facilities, playgrounds, play fields, parks and beaches owned and operated by federal, state, county or municipal governments.
4. ~~Central wastewater treatment and water treatment facilities serving a single development.~~

***

H. **Maximum height of structures.** Residential is the same as for R-1; ~~mobile~~ manufactured homes is 16 feet in height. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

***

J. **Minimum floor area** in this district is for residential construction, 750 square feet; for ~~mobile~~ manufactured homes, 600 square feet.

***

N. **Limitations on uses.** The following limitations on uses apply in this district:

1. Manufactured homes shall not be older than 20 years from the date of manufacture to the date of installation. ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

2. ~~All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

Section 12.05.222. M-2 ~~mobile~~ manufactured home parks district.

A. **Intent.** The M-2 ~~mobile~~ manufactured home parks district is intended to regulate the establishment and approval of ~~mobile~~ manufactured home parks where ~~mobile~~ manufactured homes, travel trailers, and recreation units, are placed on rental spaces on transient, seasonal or permanent basis. Only single-family uses of ~~mobile~~ manufactured homes, travel trailers, and recreation units are allowed.

B. **Permitted principal uses and structures in this district are:**

1. ~~Mobile~~ Manufactured homes ~~parking~~.

2. ~~Community utility~~ Travel trailers, recreational vehicles, and recreation units.

~~3. Community recreation facilities.~~

~~4. Central wastewater treatment and water treatment facilities serving a single development.~~

~~5. Travel trailers, recreational vehicles, and recreation units.~~

~~6. Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the mobile home park or by the owners of the mobile homes located on mobile home sites in the mobile home park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the mobile home park owner.~~

C. **Permitted accessory uses and structures in this district are:**

1. Single-family residence for owner, manager or custodian of park.

2. Accessory buildings for storage or maintenance incidental to operation of park.

3. Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the manufactured home park or by the owners of the manufactured homes located on manufactured home sites in the manufactured home park when at least 100 feet from the nearest rental space and approved by the board of directors or the manufactured home park owner. The storage area shall be paved in compliance with Section 12.10.205 and shall comply with the transitional protective yard type C of this chapter.

D. **Special exceptions.** Permissible by the BOA after public hearing and subject to appropriate conditions and safeguards are:

1. ~~Central wastewater and water treatment facilities serving more than one development.~~

2. ~~—~~Outdoor storage of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the ~~mobile~~ manufactured home park or by the owners of the ~~mobile~~ manufactured homes located on ~~mobile home sites~~ rental spaces in the ~~mobile home~~ park when stored less than 100 feet from the nearest ~~dwelling~~ rental space and approved by the owner or board of directors ~~or~~ of the ~~mobile~~ manufactured home park ~~owner~~.

E. **Special requirements in this district are:**

1. All plans submitted for ~~mobile~~ manufactured home park approval will first be approved by the state department of health and rehabilitative services. No ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit will be permitted within 100 feet of the ~~mean~~ ordinary high water line of ~~lake front~~ waterfront property.

2. All uses shall comply with the parking requirements of this code.

F. **Minimum ~~lot~~ park area and rental space requirements.** ~~Five~~ Twenty (20) acres of land area for the M-2 district. Each rental space shall have a minimum width of ~~40~~ 50 feet and a minimum area of ~~4,000~~ 7,500 square feet.

G. **Maximum ~~lot~~ park coverage.** Maximum ~~lot~~ park coverage by all structures is 50 percent of total park area, excluding streets.

H. **Maximum height of structures.** Maximum height of structures shall be as follows:

1. **Residence.** No structure shall exceed 16 feet in height, except as provided in Section 12.05.302. See definition of Height of buildings in Section 12.02.104.

2. **Required disaster shelter.** A disaster shelter required by Section 12.08.120 shall not exceed 35 feet in height.

~~2~~3. ~~**Permitted non residence**~~ **Other permitted structures.** ~~Same~~ No structure shall exceed 16 feet in height, except that with approval of BOA, maximum height may be 35 feet if the BOA ~~shall~~ finds such action will not injure surrounding property and accords with spirit and purpose of this

chapter. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

I. **Maximum density per acre** in this district shall be maximum ~~eight mobile homes, recreational vehicles, recreation units, and travel trailers permitted~~ five (5) units per acre with central potable water and central wastewater facilities provided by a public entity.

J. **Minimum yard requirements in this district are:**

1. **Front,** ~~ten~~ twenty (20) feet to the edge of pavement.

2. **Sides,** ~~no roof to be closer than ten feet to adjacent structure~~ fifteen (15) feet between units, measured wall to wall; if the unit has a slide-out or pop-out, the minimum separation shall be measured from the furthest point of the slide-out or pop-out.

3. **Rear,** ~~no roof to be closer than ten feet to adjacent structure~~ fifteen (15) feet between units, measured wall to wall.

4. **Corner,** ~~no roof to be closer than ten feet to adjacent structure~~ twenty (20) feet to the edge of pavement.

5. **Perimeter,** ~~No~~ no roof is to be closer than ~~ten~~ twenty-five (25) feet to outside perimeter line of a ~~mobile~~ manufactured home park.

***

L. ~~**Infringement of m**~~ **Minimum street and right-of-way width.** ~~The 30-foot road or any of the required parking spaces for each living unit is not to infringe on minimum street width of 25 feet with off-street parking. See section 12.10.200 for parking space requirements~~ Right-of-way widths shall meet the requirements of Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the manufactured home park, in perpetuity.

M. **Nonconforming parks.** All mobile home parks licensed and operating prior to June 26, 1973, including M-2 parks, as long as the same shall remain licensed, shall not be required to comply with the provisions of this chapter, except a five-foot setback shall be kept in front and rear. Mobile and manufactured homes may be removed and replaced with ~~mobile~~ manufactured homes of like size and appurtenances.

N. **Limitations on uses.** The following limitations on uses apply in this district:

~~1.~~ Manufactured homes, travel trailers, recreational vehicles, and recreation units shall not be older than 20 years from the date of manufacture to the date of installation or parking on a rental space in a manufactured home park. ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

~~2. All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

***

P. **Additional requirements.**

1. The ~~site~~ proposed park shall have not less than ~~20~~ 25 ~~mobile home~~ rental spaces completed and available at first occupancy and shall have no more than a maximum of ~~eight~~ five (5) mobile home spaces per gross acre.

2. A landscaped vegetative buffer zone, ten feet in width and eight feet in height~~,~~ shall be provided where a park adjoins other lot lines~~, not zoned for mobile homes~~ or public rights-of-way not contained within the park.

3. Fire hydrants shall be provided throughout the park, shall be located not more than 800 feet apart, and shall not be more than 500 feet away from any rental space or structure.

~~3~~4. No ~~part of any mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto shall be placed within ~~ten~~ fifteen (15) feet of any other ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto, as measured from wall to wall. If the unit has a slide-out or pop-out, the separation shall be measured from the furthest point of the slide-out or pop-out. No ~~part of any mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, or addition thereto shall be located within 25 feet of any accessory or service building or structure used in connection with the ~~mobile~~ manufactured home park.

~~4~~5. Access roads shall be provided to each ~~mobile home~~ rental space. Roads in new parks and roads added to existing parks shall ~~have a minimum width of 30 feet unless adequate off-street parking for automobiles is provided, in which event 25 feet shall be the minimum road width. Perimeter roads, having mobile homes parked on one side only, shall have a minimum width of at least 20 feet and be adequately lighted. Note: See section 12.10.200 for parking space requirements~~ comply with Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the manufactured home park, in perpetuity.

~~5~~6. A central potable water and wastewater supply, provided by a public entity, shall be supplied to each ~~mobile home site~~ rental space. No ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit, shall be located more than 200 feet from approved toilet and bathing facilities, except that this provision shall be deemed to have been met where approved central potable water and wastewater hookups are supplied by a public entity to ~~the mobile home site~~ each rental space and where the ~~mobile home~~ unit to be placed on the ~~site~~ rental space ~~is provided with~~

contains adequate toilet and bathing facilities. ~~Garbage, trash and refuse collection shall be provided to each site.~~

7. Garbage, trash and refuse collection shall be provided to each site.

~~7. A mobile home park shall have a central wastewater disposal system approved by the Highlands County Health Department and the Florida Department of Environmental Protection.~~

~~7~~8. Porches, additions and other appurtenances to ~~mobile~~ manufactured homes shall comply with this chapter and the building regulations of the county. All canvas, portable or demountable roofs, porches or appurtenances shall be dismantled and stored if the ~~mobile~~ manufactured home or recreational unit is not to be occupied for a period of 30 days or more. A roof, porch or appurtenance constructed under a building permit issued by the county building department is not subject to dismantling and storage provisions.

~~8~~9. A ~~mobile~~ manufactured home park providing more than 40 rental spaces may have retail stores and personal service establishments for the primary use of the occupants of the ~~mobile~~ manufactured home park, providing that such uses are conducted within a completely enclosed building, no signs or displays indicating such uses are visible from any public street and such uses are for the convenience of the occupants of the ~~mobile~~ manufactured home park and are not normally available to other persons.

~~9~~10. A recreation area shall be provided equivalent to 100 square feet of area for each ~~mobile home site~~ rental space; such recreation area shall not be longer than two times its width. The area shall be developed and maintained in a clean and presentable condition.

~~10~~11. In a ~~mobile~~ manufactured home park, display or sale of ~~mobile~~ manufactured homes, travel trailers, recreational vehicles, and recreation units, is prohibited, except an occupied ~~mobile home~~ unit, or an unoccupied ~~mobile home~~ unit previously occupied on the same site, or a ~~mobile home~~ unit affixed to a ~~lot or~~ space and shown as a model for sale, ~~to~~ may remain on the ~~lot or~~ space.

~~11~~12. Service stations or repair garages are prohibited in ~~mobile~~ manufactured home parks. No secondhand merchandise shall be offered for sale, displayed, or stored on the premises, except as incidental to the bona fide sale of a ~~mobile~~ manufactured home, travel trailer, recreational vehicle, or recreation unit.

~~12~~13. Dwelling units or living quarters, ~~except in a mobile home or as an~~ other than those listed as a permitted accessory use, are prohibited in a ~~mobile~~ manufactured home park.

~~13~~14. No exterior public address system shall be permitted.

~~14~~15. Required recreation/disaster shelter building shall be provided if required by section 12.08.120.

_____

Section 12.05.223. RV park (FUD).

A. **Intent.** The RV park (FUD) district is intended to regulate the establishment and approval of RV parks where ~~RVs, park models, mobile homes, and manufactured homes~~ recreational vehicles (RVs), which also includes the terms travel trailer, camper, motor home, van conversion, and park model, are placed on rental spaces on transient~~, seasonal~~ or permanent basis. Only single-family use of RVs~~, park models, mobile homes, and manufactured homes are~~ is permitted. All units required to have park and service permit.

B. **Permitted principal uses and structures in this district are:**

1. ~~RV and park model~~ Recreational vehicle (RV) parking (permits required).

2. RV carport or roof over to cover a permitted RV or other permitted unit. The RV carport or roof over may include, under the same roof, ~~A~~ a screen room, vinyl room, or cabana room ~~or rigid awning~~ consisting of no more than 500 square feet combined, without plumbing~~,~~ unless approved otherwise in the FUD. All such uses shall require a permit issued by the county building department and shall be firmly attached to ~~a travel trailer, park model, mobile home, manufactured home, or recreation~~ the unit and to the ground so as to withstand winds as required by the Florida Building Code.

3. Individual utility buildings consisting of no more than 65 square feet, with not more than one electrical outlet and no plumbing, unless approved otherwise in the FUD. All such utility buildings shall be anchored in a manner which will withstand winds as required by the Florida Building Code. All utility buildings shall meet all state and county setback requirements. No more than one utility building may be located on any rental space.

~~4. Community utility.~~

~~5. Community recreation facilities.~~

~~6. Central wastewater and water treatment facilities serving a single development.~~

~~7. Mobile homes and manufactured homes shall be allowed only when the mobile home or manufactured home replaces one or more park models located on rental spaces on July 1, 2005, pursuant to all of the requirements of this section, including 12.05.223.E.3., and F. and Q--X.~~

~~8. Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the RVs and park models located on RV sites in the RV park when at least 100 feet from the nearest dwelling space and approved by the board of directors or the RV park owner. The requirements shall comply with the transitional protective yard type C of the land development regulations.~~

C. **Permitted accessory uses and structures in this district are:**

1. Single-family residence for owner, manager or custodian of park.

2. Accessory building for storage incidental to operation of park.

3. Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the RVs and park models located on RV sites in the RV park when at least 100 feet from the nearest rental space and approved by the board of directors or the RV park owner. The storage area shall be paved in compliance with Section 12.10.205 and shall comply with the transitional protective yard type C of the land development regulations.

D. **Special exceptions.** Permissible by the BOA after public hearing and subject to appropriate conditions and safeguards are:

~~1. Central wastewater and water treatment facilities serving more than one development.~~

~~2~~ Outdoor storage, of boats, campers, RVs, and other similar recreational or motor vehicles owned by the owner of the RV park or by the owners of the ~~RVs and park models~~ units located on ~~RV sites~~ rental spaces in the RV park when stored less than 100 feet from the nearest ~~dwelling~~ rental space and approved by the board of directors or the RV park owner. The requirements shall comply with the transitional protective yard type C of the land development regulations.

E. **Special requirements in this district are:**

1. All RV parks (FUD) are to be flexible unit developments.

2. All plans submitted for RV park (FUD) approval must first be approved by the state department of health and rehabilitative services. No unit will be permitted within 100 feet of the ~~mean~~ ordinary high-water line of ~~lake~~ waterfront property.

~~3. Mobile homes and manufactured homes shall also be allowed when the following requirements are satisfied:~~

~~a. Reserved.~~

~~b. The mobile home or manufactured home replaces one or more park models located on campsites on July 1, 2005.~~

~~c. The mobile home or manufactured home located on a campsite which has a minimum width of 40 feet and shall have no more than 50 percent lot coverage.~~

~~d. Before a section or unit of an RV park is reconfigured pursuant to this section or any RV park is enlarged or any mobile home or manufactured home is placed in an RV park pursuant to this section, the land included in the reconfiguration or addition or on which the~~

~~mobile home or manufactured home is to be located, the applicant shall:~~

~~(1) Provide a boundary survey and site plan schematic, signed and sealed by a Florida professional land surveyor, showing the boundary of the area being changed together with permanent reference markers; and~~

~~(2) Include as a part of the site plan schematic of the area, the approximate location of the rental spaces in reference to the centerlines of the streets within the park; the streets shall be referenced with permanent control points; and~~

~~(3) Post a copy of said site plan schematic in the campground office; and~~

~~(4) Submit seven copies each of the boundary survey and site plan schematic to the county engineer for distribution to county staff prior to the issuance of a building permit for a mobile home or manufactured home pursuant to subsection 12.05.226.D.~~

~~4~~3. Not more than 50 percent of the total ~~campground~~ park area is covered by structures, excluding streets.

~~5~~4. Required recreation/disaster shelter building shall be provided if required by section 12.08.120.

5. All uses shall comply with the parking requirements of this code.

F. **Minimum ~~lot~~ park area and rental space requirements.** ~~The minimum lot size in this district is five~~ Twenty (20) acres of land area for RV park (FUD) ~~alone or in combination with CG-1, CG-3 and/or M-2 classifications~~. Each rental space shall have a minimum lot width 40 feet and a minimum area of ~~2,400~~ 4,000 square feet. ~~Any section or unit of an RV park reconfigured under this subsection shall comply with the requirements of paragraph 3. of subsection E. of this section.~~

G. **Maximum ~~lot~~ park coverage** by all structures is 50 percent of total park area, excluding streets.

H. **Maximum height of structures.** Maximum height of structures shall be as follows:

1. **~~Residence~~ Permitted structures or units on rental spaces.** No structure shall exceed 16 feet in height, except as provided in Section 12.05.302. See definition of Height of buildings in Section 12.02.104.

2. **Required Disaster Shelter.** A disaster shelter required by 12.08.120 shall not exceed 35 feet in height.

3. **~~Permitted non residence~~ Other permitted structures.** ~~Same~~ No structure shall exceed 16 feet in height, except that with approval of BOA, maximum height may be 35 feet if the BOA ~~shall~~ finds such action will not injure surrounding property and accords with spirit and purpose of this

chapter. Exceptions as provided in Section 12.05.302 may apply. See definition of Height of buildings in Section 12.02.104.

I. **Maximum density per acre** in this district shall be determined by the FUD at the public hearings by the P&Z and the BCC but shall in no circumstance be greater than 12 units per gross acre.

J. **Minimum yard requirements.**

1. Front, ~~ten feet~~ fifteen (15) feet to the edge of pavement.
2. Sides, ~~no roof line to be closer than ten feet to adjacent roof line~~ fifteen (15) feet between units, measured wall to wall; if the unit has a slide-out or pop-out, the minimum separation shall be measured from the furthest point of the slide-out or pop-out.
3. Rear, ~~no roof line to be closer than ten feet to adjacent roof line~~ fifteen (15) feet between units, measured wall to wall.
4. Corner, ~~no roof line to be closer than ten feet to one street side and~~ fifteen (15) feet to the edge of pavement ~~other street side~~.
5. Perimeter, ~~No~~ no roof line closer than ten feet to outside perimeter line of RV park.

***

L. ~~**Infringement of m**~~ **Minimum street and right-of-way width.** ~~Encroachments into roads shall not be allowed. On street parking shall not be allowed on roads which are less than 30 feet wide~~ Right-of-way widths shall meet the requirements of Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the Manufactured Home Park, in perpetuity.

M. **Limitations on uses.** The following limitations on uses apply in this district:

~~1.~~ Recreational Vehicles and all other permitted units shall not be older than 20 years from the date of manufacture to the date of installation or parking on a rental space within an RV Park (FUD). ~~Central wastewater treatment facilities or structures or water treatment facilities or structures shall conform to the standards contained in section 12.08.131.~~

~~2. All central potable water facilities shall comply with all applicable federal and state laws, rules, and regulations, including permitting requirements.~~

***

O. **Minimum size and completion.** The site proposed shall contain not less than ~~five~~ twenty (20) acres, shall have not less than ~~20~~ 25 RV or park model spaces

completed and available at first occupancy and shall meet all flexible unit development requirements.

P. **Buffer zone.** A landscaped vegetative buffer zone, ten feet in width and eight feet in height, shall be provided where a park adjoins other lot lines ~~which are not zoned for RV park (FUD) or mobile home park~~ or public rights-of-way not contained within the park.

Q. **Minimum spacing.** No part of any RV or other permitted unit, ~~park model, mobile home, manufactured home~~ or addition thereto, shall be placed within ~~ten~~ fifteen (15) feet of any other RV or other permitted unit~~, park model, mobile home, manufactured home~~ or addition thereto. No part of any RV or other permitted unit~~, park model, mobile home, manufactured home~~ or addition thereto, shall be located within 25 feet of any accessory or service building or structure used in connection with the RV park.

R. **Roads.** Access roads shall be provided to each ~~RV, park model, mobile home, and manufactured home~~ rental space. Roads in new parks and roads added to existing parks shall ~~have a minimum width of 30 feet unless adequate off-street parking for motor vehicles is provided, in which event 25 feet shall be the minimum road width. Perimeter roads having RVs, park models, mobile homes or manufactured homes located only on one side shall have a minimum width of at least 20 feet and be adequately lighted~~ comply with Section 12.09.104 and two-lane local road standards in the Technical Standards Manual, current edition. Internal roadways shall be maintained by the Manufactured Home Park, in perpetuity.

S. **Utilities.** A central potable water and wastewater supply shall be supplied to each ~~RV, park model, mobile home, and manufactured home site~~ rental space. No RV or other permitted unit shall be located more than 200 feet from approved toilet and bathing facilities, except that this provision shall be deemed to have been met where approved central potable water and wastewater hookups are supplied by a public entity to the ~~RV site~~ each rental space and where the ~~RV~~ unit to be placed on the site is provided with adequate toilet and bathing facilities. ~~All park models, mobile homes, and manufactured homes shall be connected to the central wastewater disposal system.~~ Garbage, trash and refuse collection shall be provided to each site.

~~T. **Central wastewater disposal system.** An RV park shall have a central wastewater disposal system approved by the county health department and the department of health and rehabilitative services of the state.~~

Paragraphs U. through X. to be re-lettered accordingly.

SECTION 4. AMENDING ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.120, REQUIRED RECREATION/DISASTER SHELTER BUILDING. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Section 12.08.120, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.08.120. - Required recreation/disaster shelter building.

A. **Applicability.** M-1, M-1-S, M-2, CG-1, CG-2, CG-3, and RV Park (FUD) Zoning Districts, ~~or~~ and within all manufactured home parks, manufactured home subdivisions, mobile home parks, RV parks, campgrounds, and seasonal parks containing ~~more than~~ 25 or more lots, rental spaces or campsites on which RVs, park models, mobile homes or manufactured homes are placed after November 14, 1994, in a manner requiring a building permit or which are developed after November 14, 1994, a recreation/disaster shelter building meeting the requirements of subsections B. and C. below of this section shall be provided.

B. **Additional standards for approval.** A required recreation/disaster shelter building shall have:

1. For every 20 rental spaces contained within the park, the disaster shelter must contain at least one (1) toilet facility.

2. The disaster shelter must contain a full-service kitchen.

3. A minimum floor area of at least ~~15~~ 35 square feet (excluding kitchens, closets, toilets, bathrooms, porches, breezeways and terraces) per lot, rental space or campsite; and

~~2~~4. A minimum floor elevation at least two feet above the established 100-year flood level; and

~~3~~5. Approved hurricane storm shutters protecting all glass surfaces; and

~~4~~6. Adequate emergency lighting and water supply ~~with~~ and adequate emergency generators to ~~supply the water and lighting~~ power the entire disaster shelter; and

~~5~~7. Designed and constructed to no less than Risk Category IV Construction standards in compliance with the Florida Building Code, current addition. Construction plans signed and sealed by a registered engineer and/or architect, certifying that the structure meets the requirements of this paragraph, shall be submitted to the building official and approved before final development orders are issued for new manufactured home parks, manufactured home subdivisions, mobile home parks, mobile home subdivisions (on central potable water and central wastewater), RV parks, campgrounds, and seasonal parks developed after November 14, 1994, containing ~~more than~~ 25 or more lots, rental spaces or campsites and before issuing more than 25 building permits for placement of RVs, park models, ~~mobile homes,~~ manufactured homes or combination thereof, in any existing RV park, campground or mobile home park after November 14, 1994.

C. **Additional requirements.**

1. The disaster shelter must be pet friendly, accommodating the needs of domestic pets.

2. A plan shall be provided to the county engineer showing the location of the recreation/disaster shelter building on the site in relation to the existing lots, rental spaces or campsites.

~~2~~3. Documentation that the generators required pursuant to 12.08.120.B.~~2~~6., ~~is~~ are sufficient. ~~to provide emergency lighting and water supply.~~

SECTION 5. AMENDING ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.104, ROADWAY DESIGN STANDARDS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 9, Transportation System Standards and Permits, Section 12.09.104, Roadway Design Standards, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

A. **Right-of-way requirements.**

1. **Widths.** Right-of-way requirements for road construction shall be as shown in the Highlands County Technical Standards Manual, current edition and as follows:

Functional Classification	Right-of-Way Width
Major Arterial	200 feet
Minor Arterial	150 feet
Rural Major Collector	100 feet
Rural Minor Collector	80 feet
Local Street	60 feet
Marginal Access or Frontage Road	60 feet
Ingress/Egress Easements for access with more than two driveway connections	60 feet
Alley	40 feet
Manufactured Home Park/RV Park roads (Private)	~~40~~ 60 feet
Seasonal Park Roads (Private)	40 feet
Ingress/Egress Easements for access with two or less driveway connections	30 feet

***

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, Sections 12.08.134 and 12.08135, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 9. CODIFICATION AND SCRIVENER'S ERRORS.

A. Sections 2, 3, 4 and 5 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 10. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

Pursuant to Florida Statutes, Section 125.66, an ordinance which changes the actual list of permitted, conditional or prohibited uses within a zoning category, the Board of County Commissioners shall hold two public hearings on the proposed ordinance before adoption.

First Reading: June 18, 2024

Second Reading: _____

DONE AND ADOPTED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate

Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-29

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CREATION OF CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 4, PLATS, SITE PLANS AND IMPROVEMENT PLANS, SECTION 12.04.114, MASTER PARK PLAN REQUIREMENTS; PROVIDING FOR AMENDMENTS TO ARTICLE 5, DISTRICTS AND SUPPLEMENTAL DISTRICT REGULATIONS, SECTION 12.05.220, M-1 MOBILE HOME SUBDIVISIONS DISTRICT, SECTION 12.05.221, M-1-S MOBILE HOME AND RESIDENTIAL SUBDIVISIONS DISTRICT, SECTION 12.05.222, M-2 MOBILE HOME PARKS DISTRICT, AND SECTION 12.05.223, RV PARK (FUD); PROVIDING FOR AMENDMENTS TO ARTICLE 8, SPECIAL LAND USES, SECTION 12.08.120, REQUIRED RECREATION/DISASTER SHELTER BUILDING; PROVIDING FOR AMENDMENTS TO ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.104, ROADWAY DESIGN STANDARDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: On August 15, 2023, the Highlands County Board of County Commissioners (BCC) directed Staff to bring forth information regarding mobile home park regulations. Staff presented the requested information to the BCC on February 6, 2024, and was instructed to proceed with proposed amendments to the Highlands County Code of Ordinances (Code) to address things such as, but not limited to, fire safety, roadway widths, spacing between units, and disaster shelter requirements. The

proposed amendments were heard before the Planning & Zoning Commission and Local Planning Agency (P&Z) on June 11, 2024.

DEPARTMENT: Development Services, Planning and Zoning Division

MEETING DATE: June 18, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

_**XXX**__ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Dustin Fitch, Interim Deputy Chief**

SUBJECT/TITLE: **Proposed amendment to Highlands County Code of Ordinances, Chapter 5 - Health and Sanitation.**

STATEMENT OF ISSUE

Amendments to Ordinance will improve requirements to current and future Certificate of Public Convenience and Necessity (COPCN) applicants which benefit the public. This Ordinance has also been updated to reflect the Highlands County Fire Rescue name change.

RECOMMENDED ACTION

Move to approve amendments to the Highlands County code of Ordinances, Chapter 5 - Health and Sanitation.

FISCAL IMPACT

There is no fiscal impact

Attachments: Ordinance COPCN.pdf
COPCN Impact.pdf

ORDINANCE NO. 23-24-27

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 5 - HEALTH AND SANITATION, ARTICLE IV. - MEDICAL TRANSPORTATION SERVICES, DIVISION 1. - GENERALLY: SECTION 5-51. - DEFINITIONS., SECTION 5-52. - INSURANCE., SECTION 5-53. - AMBULANCES, NONEMERGENCY MEDICAL TRANSPORTATION VEHICLES, AND AIR AMBULANCES., DIVISION 2. - BASIC AND ADVANCED LIFE SUPPORT CARE AND TRANSPORTATION: SECTION 5-54. - CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY REQUIRED., SECTION 5-55. - CLASS OF SERVICE; CRITERIA AND PERFORMANCE STANDARDS., SECTION 5-56. - APPLICATION FOR CERTIFICATE., SECTION 5-57. - DISPOSITION OF APPLICATION., SECTION 5-58. - RIGHTS AND DUTIES GRANTED BY A CERTIFICATE; PERIOD OF VALIDITY; EFFECTIVE DATE; TRANSFERABILITY., SECTION 5-60. - REVOCATION, ALTERATION OR SUSPENSION OF CERTIFICATES; GROUNDS., DIVISION 3. - NONEMERGENCY MEDICAL TRANSPORTATION: SECTION 5-62. - NONEMERGENCY MEDICAL TRANSPORTATION SERVICES AND VEHICLES., SECTION 5-63—5.80. – RESERVED.; PROVIDING FOR THE ADDITION OF DIVISION 4. – GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES: SECTION 5.63. - ADDITIONAL REQUIREMENTS FOR GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES, DIVISION 5. - HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR: SECTION 5-64. – AUTHORITY OF THE HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety, and general welfare of its citizens; and

WHEREAS, on June 9, 2009, the County adopted the Ordinance which is now codified as Highlands County Code of Ordinances, Chapter 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES; and

WHEREAS, Highlands County last modified Code of Ordinances, Chapter 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES on May 20, 2014; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the County has determined that it is in its best interest to amend certain regulations set forth in Code of Ordinances, Chapter 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 5 - HEALTH AND SANITATION, ARTICLE IV. - MEDICAL TRANSPORTATION SERVICES. Highlands County Code of Ordinances, Chapter 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

ARTICLE IV. – MEDICAL ~~TRANSPORTATION~~ SERVICES

DIVISION 1. – GENERALLY.

Sec. 5-51.- Definitions.

***

Authorized motor vehicle or air ambulance. An ambulance or air ambulance authorized by a certificate ~~or license~~ issued by the board pursuant to this article for which a permit has been issued by the Florida Department of Health pursuant to Part III

of Ch. 401, F.S. or a nonemergency medical transportation vehicle for which a permit has been issued pursuant to division 3 of this article.

***

Certificate of Public Convenience and Necessity (COPCN). A written statement or document, issued by the board granting permission for an applicant ~~or licensee~~ to provide services authorized by a license issued under Part III of Ch. 401, F.S., for the benefit of the population of Highlands County.

***

Chief. The fire chief of Highlands County Fire Rescue.

***

~~*Director.* The Director of the Highlands County Emergency Medical Services Department~~.

***

~~*Emergency medical technician (EMT).* A person who is certified by the Florida Department of Health to perform only basic life support pursuant to Part III of Ch. 401, F.S.~~

***

First Responder Service (Non-BLS/Non-ALS) shall mean first response treatment of patients but does not include Basic Life Support (BLS), Advanced Life Support (ALS), or transport.

~~*HCEMS*. The Highlands County Emergency Medical Services Department.~~

HCFR. The Highlands County Fire Rescue Department.

Highlands County Fire Rescue Medical Director. The medical director employed or contracted by the county pursuant to Section 401.265, F.S., and Section 64J-1.004, F.A.C.

***

~~*Licensee*. The holder of a nonemergency medical transportation license issued by the board pursuant to this article or by the state EMS office in accordance with Ch. 401, F.S.~~

***

Medical director. A physician who is employed or contracted by a ~~licensee~~ certificate holder and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training pursuant to Part III of Ch. 401, F.S.

***

Nonemergency medical transportation vehicle (NEMT vehicle). A land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for land or water transportation of persons who are

confined to wheelchairs or stretchers and whose condition is such that they do not need, and are not likely to need, basic life support or advanced life support during transport.

***

Service location. Any fixed location in or from which a ~~licensee~~ certificate holder solicits, accepts, or conducts business under Part III of Ch. 401, F.S.

***

Sec. 5-52. - Insurance.

(a) Every certificate holder ~~and licensee~~ shall carry bodily injury and property damage insurance or its equivalent, with solvent and responsible insurers authorized to transact business in the State of Florida, or be qualified by the state as a self-insurer, to secure payment for any claim arising out of injury to or death of persons or damage to the property of others resulting from any action of the certificate holder, including but not limited to its employees, agents, officials, representatives, officers, contractors and/or subcontractors, and including but not limited to loss or damage resulting from any occurrence arising out of or caused by the operation or use of the certificate holder's ~~or licensee's~~ authorized motor vehicles or air ambulances.

***

(c) Each certificate holder ~~and licensee~~ shall maintain medical malpractice insurance in at least the following amounts:

***

(d) Every insurance policy or contract for such insurance shall provide for the payment and satisfaction of any financial judgment entered against the certificate holder. ~~or licensee.~~

(e) All such insurance shall be obtained, and certificates or certified copies of such policies shall be filed with ~~the director~~ HCFR.

(f) All such insurance policies shall provide for a 30-day cancellation notice to ~~the director~~ HCFR, and ~~the board~~ Highlands County shall be named as an additional insured on each policy.

Sec. 5-53. - Ambulances, nonemergency medical transportation vehicles, and air ambulances.

(a) Certificate holders ~~and licensees~~ may permanently change an authorized motor vehicle or air ambulance following notice to the ~~director~~ Chief or his/her designee identifying the new motor vehicle or air ambulance to be operated under the certificate ~~or license~~ and providing to the ~~director~~ Chief or his/her designee copies of any forms required by the State of Florida for that purpose, along with the applicable fees.

(b) When it is necessary for an authorized motor vehicle or air ambulance to be out of service for routine maintenance or repairs, a substitute motor vehicle or air ambulance meeting the same transport capabilities and equipment specifications as the out of service motor vehicle or air ambulance may be used for a period of time not to exceed ~~30~~ 7 days. Written notification must be provided to the Chief or his/her designee regarding any authorized motor vehicle or air ambulance that is or will be out of service for a period exceeding 7 days and less than 30 days.

(1) If the substitute motor vehicle or air ambulance needs to be in service for ~~more than~~ 30 days or more, the certificate holder shall deliver to the ~~director~~ Chief or his/her designee a copy of the written approval of the state EMS office and give the ~~director~~ Chief or his/her designee access to the information maintained by the certificate holder pursuant to Rule 64J-1.007(2)(a)-(c), Florida Administrative Code.

(2) If the substitute motor vehicle or air ambulance needs to be in service for ~~longer than~~ 30 days or more, the ~~licensee~~ certificate holder must seek approval from the ~~director~~ Chief or his/her designee no later than 7 days prior to the expiration of the initial 30 days. An unpermitted motor vehicle or air ambulance may not be placed into service by a ~~licensee~~ certificate holder unless it is replacing a motor vehicle or air ambulance that has been temporarily taken out of service for maintenance or repair. When such a temporary motor vehicle or air ambulance substitution is made, the ~~licensee~~ certificate holder shall maintain and make accessible to the ~~director~~ Chief or his/her designee upon request, the following:

a. Identification of the authorized motor vehicle or air ambulance that was taken out of service.

b. Identification of the substitute motor vehicle or air ambulance.

c. The date on which the substitute motor vehicle or air ambulance was placed into service and the date on which it was removed from service.

d. The date on which the authorized motor vehicle or air ambulance was returned to service.

(c) Upon sale or disposal of an authorized motor vehicle or air ambulance, the certificate holder ~~or licensee~~ shall give written notice of the sale or disposal to the ~~director~~ Chief or his/her designee, who shall cancel the authorization for that motor vehicle or air ambulance.DIVISION 2. - BASIC AND ADVANCED LIFE SUPPORT CARE AND TRANSPORTATION**.**

Sec. 5-54. - Certificate of public convenience and necessity required.

(a) Except as provided in this section, no person, firm, corporation, association, or governmental entity, other than the county, shall provide non-emergent medical transportation, emergency medical transportation, or emergency medical non-

transportation service in Highlands County without having first obtained a certificate from the board in accordance with this article.

(b) The following are exempted from the requirement of obtaining a certificate:

(1) A person or entity operating a vehicle rendering services as an ambulance when requested to do so by ~~HCEMS~~ HCFR or another government public safety agency in the event of a major catastrophe or other emergency requiring more ambulances than are available in Highlands County.

***

(7) ~~Any air carrier, as that term is defined in 49 U.S.C. Sec. 40102, that holds a certificate issued under 49 U.S.C. Chapter 411, authorizing air transportation.~~ First Responder Services (Non-BLS/Non-ALS) as defined in Sec. 5-51. - Definitions of this Code.

Sec. 5-55. - Class of service; criteria and performance standards.

There shall be four classes of medical transportation service and one medical non transportation class in Highlands County. Unless exempted by section 5-54 from obtaining a certificate, a ~~separate~~ certificate is required for each class of service ~~other than class 1 which is licensed under division 3 of this article~~. Those classes of service are as follows:

(1) *Class 1-Nonemergency medical transportation service.* ~~A license must be obtained from the board before engaging in this level of medical care service~~.

***

(5) *Class 5-Governmental Advanced life support non-transport (ALS non-transport)*. These governmental providers of advanced life support medical services operate with the intention of accessing, assessing, treating, and stabilizing patients at the scene of medical emergencies and not providing patient transportation.

Sec. 5-56. – Application for certificate.

(a) *Contents; form*. The application for a certificate shall be made on the ~~then~~ current ~~DHS Form 631~~ HCFR approved forms. The application shall contain all information, documents, and attachments required by ~~that~~ said forms. In addition, the following information and documentation must be submitted with the application:

***

(1) The names, business address, and experience of the applicant. If applicant is an entity, the names and addresses of the directors, officers, partners, members and shareholders of that entity and their respective percentages of ownership must be provided. For governmental units, this information shall be supplied for members of the governing body;

***

(5) A listing of each NEMT vehicle, ambulance, ~~and~~ air ambulance, or any other land or water vehicle to be used in the applicant's operations, including the vehicle year, make, model, mileage, and VIN, or if aircraft, year manufactured, number of hours for aircraft frame, tail number, serial number, and time since last major overhaul and such additional information as may be required by the board.

***

(7) The address and description of each of the applicant's existing and proposed service locations and the hours of operation and staffing that are proposed for each location (ambulances, ~~and~~ air ambulances, and governmental ALS non-transport vehicles shall be staffed 24 hours per day, seven days per week);

(b) *Investigation and notices.*

(1) Upon the filing of the application and the payment of any fee required by the board, the Chief or his/her designee ~~director~~ shall review the application for completeness and shall require the applicant to submit additional information or documents needed to complete the application. The ~~director~~ Chief or his/her designee shall make an investigation into the application, including verification of qualifications of personnel and state inspection of vehicles. The ~~director~~ Chief or his/her designee shall also investigate the public need for the proposed service in the geographical area involved as well as the factors pertaining to public convenience and necessity listed in subsection 5-57(a)(2~~). In making those investigations, the director shall give notice by certified mail, return receipt requested, to the municipalities and to any providers of the class of service proposed who are serving any part of the area proposed to be served by the applicant.~~

~~(2) The notice shall contain the name of the applicant, a brief summary of the type and class of service proposed, the geographical area to be served, and contact information for the director. Further notice shall be provided to the public by publishing the fact of the application in a newspaper of general circulation in Highlands County, indicating where further information on the application is available, stating that any interested person who may be substantially affected by the proposed operation may, within 30 days, file with the Director a written objection to the application, specifying therein the reason for the objection.~~

(2) Within 14 days after the Chief or his/her designee determines that an application is complete, notice of the application shall be provided to the public by publishing the fact of the application in a newspaper of general circulation in Highlands County.

(3) The notice shall contain the name of the applicant, a brief summary of the type and class of service proposed, the geographical area to be served, and contact information for the Chief or his/her designee. The notice shall indicate where further information on the application is available, stating that any interested person who may be substantially affected by the proposed operation may, within 30 days, file with the Chief or his/her designee a written objection to the application, specifying therein the reason for the objection.

(4) Within 30 to 60 days after ~~all of~~ the required notice~~s~~ has~~ve~~ been ~~mailed and~~ published, the ~~director~~ Chief or his/her designee shall make a recommendation to the board to either grant or deny the application. Any such recommendation may contain such conditions of approval as the ~~director~~ Chief or his/her designee believes are necessary. The board, after considering the application and public convenience and necessity as provided in section 5- 57 of this article at a public hearing, shall take action to grant or deny the application within 60 days after receiving the recommendation of the ~~director~~ Chief or his/her designee. Notice of the date, time, and place of that public hearing shall be published not less than 15 days prior to the public hearing, in a newspaper of general circulation in Highlands County. ~~and mailed by certified mail, return receipt requested, to the applicant, the municipalities, the providers required to be notified pursuant to paragraph (1) of this subsection, and all persons who filed written objections to the application.~~

Sec. 5-57. - Disposition of application.

(a) Following receipt of the recommendation of the ~~director~~ Chief or his/her designee on the application, the board shall consider the application at a properly noticed public hearing, provided that:

(1) The board shall consider the application, the recommendations of the ~~director~~ Chief or his/her designee and the municipalities, any objections that have been filed, and the testimony and other evidence received at the public hearing and shall determine whether the public convenience and necessity of the residents of Highlands County would best be served by denying the application or granting the application with or without reasonable restrictions or limitations. In considering the application, the board shall consider whether there is any other pending application for a certificate to operate within the same class of service, the applicant's past performance record, and any other facts and circumstances that would indicate whether the proposed service is in the public interest. The board may require the participants to submit statements of ~~the~~ facts and memoranda on the issues of law; may compel attendance of witnesses and production of evidence; may take testimony; and shall generally conduct the hearing in a manner that affords all participants' administrative due process.

***

(3) Prior to granting any certificate, the board shall determine that the proposed service, to the extent to be authorized by the certificate, is or will be required by the present or future public convenience or necessity and that the applicant is financially and otherwise able to provide adequate and uninterrupted service at the times required. Proof of insurance, in amounts required by this article, must be submitted to the ~~Director~~ Chief prior to any applicant receiving a certificate, in order to protect the public ~~for~~ from any personal injury or property damage arising out of the applicant's operation.

***

Sec. 5-58. - Rights and duties granted by a certificate; period of validity; effective date; transferability.

***

(b) The certificate holder shall immediately notify the ~~director~~ Chief or his/her designee of any change of ownership or control of the certificate holder from what was stated in the application filed pursuant to section 5-~~54~~56 of this article or any assumption of legal responsibility for the services authorized by the certificate.

(c) Acceptance of the certificate shall obligate the certificate holder to:

***

(5) Operate in compliance with Florida law, Part III of Ch. 401, F.S., Chapter 64J-1, F. A. C., the Code of Ordinances, Highlands County, Florida, and the requirements of any other state or federal agencies regulating emergency medical ~~transportation~~ services;

***

Sec. 5-60. - Revocation, alteration, or suspension of certificates; grounds.

***

(b) Proceedings for revocation, alteration or suspension of a certificate shall be undertaken by the board in the same manner as proceedings for issuance of a certificate. All complaints shall be investigated within ~~15~~ 30 days and a report thereon made to the board, together with findings and recommendations. If revocation, suspension, or alteration of any certificate appears warranted, the board shall give five days' notice to the certificate holder that the same will be considered at a specific board meeting not less than five days from the date of the notice. The board shall thereupon undertake to consider the complaint and either revoke, suspend or alter the certificate or dismiss the complaint.

***DIVISION 3. - NONEMERGENCY MEDICAL TRANSPORTATION.

Sec. 5-62. –*Nonemergency medical transportation services and vehicles.*

(a) ~~*License required.*~~ Every person, firm, corporation, association, governmental entity, or other organization owning or acting as agent for the owner of any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of primarily transporting persons who are confined to wheelchairs or stretchers, and whose condition is such that these persons do not need, and are not likely to need, basic life support or advanced life support during transport upon the streets, highways or waterways of Highlands County, shall be classified ~~licensed by the board~~ as a nonemergency medical transportation service, which includes wheelchair and stretcher car service. ~~However, any service holding a nonemergency medical transportation license issued by the state EMS office in accordance with Ch. 401, F.S. is exempt from the requirement to be licensed by the board.~~ The board shall ~~issue~~ approve or deny the ~~license~~ application for a certificate for operation of a nonemergency medical transportation service within ~~60~~ 75 days of the filing of the application pursuant to this section. A ~~license~~ certificate issued pursuant to this section shall automatically expire two years from the date of issuance.

(b) *Prerequisites for issuance of ~~license~~* certificate. Any person, firm, corporation, association, governmental entity, or other organization seeking a certifcate ~~licensure~~ as a nonemergency medical transportation service shall:

(1) Submit a completed ~~license~~ application ~~form~~ to ~~the director~~ HCFR on forms supplied by ~~the director~~ HCFR.

***

(3) Submit a completed vehicle permit application on form(s) supplied by HCFR and provide documentation that vehicles and equipment are in good working order and have been inspected by the ~~director~~ Chief or his/her designee or other agency designated by the board. A permit for each vehicle will then be issued ~~to a licensee~~ upon approval of the application for certificate and receipt of any and all appropriate fee(s) as required in subsection 5-62(b)(2) above.

(4) Provide proof of adequate insurance coverage for claims arising out of injury or death to persons and damage to the property of others resulting from any cause for which the owner of the business or service would be liable. The minimum amount of insurance coverage shall be that specified in this article. No ~~license~~ certificate to operate as a nonemergency medical transportation service within Highlands County shall be issued until such time as the applicant has submitted adequate proof of insurance.

***

(e) *Vehicle inspection*. In addition to inspection for licensure, the ~~Director~~ Chief or his/her designee or an agency designated by the board may also inspect any ~~nonemergency medical transportation vehicle~~ NEMT vehicle at any time. The

results of each inspection shall be recorded, and a copy provided to the operator. Any vehicle failing to meet required safety standards shall not be operated as a NEMT vehicle ~~nonemergency medical transportation vehicle~~ until such time as the vehicle passes inspection.

(f) *Drivers of nonemergency medical transportation vehicles shall satisfy the following requirements.* Each nonemergency medical transportation service ~~licensee~~ certificate holder is responsible for assuring that all nonemergency medical transportation vehicles are driven by trained, experienced, and otherwise qualified personnel. The ~~licensee~~ certificate holder shall at a minimum document that each of the drivers:

***

(8) Has been found free from alcohol and drugs in unannounced random testing performed before employment, following any accident, and during employment. The random testing shall test not less than ten percent of the drivers employed by ~~licensee~~ the certificate holder at least quarterly.

(g) *Records.* ~~Licensees~~ Certificate holders providing nonemergency medical transportation services shall maintain records in accordance with this section, indexed and filed for ready access, and shall maintain the following information:

***

(3) Each ~~licensee~~ certificate holder shall keep a trip report for each passenger transported upon which shall be recorded the time, place and origin, name of passenger and destination. Each ~~licensee~~ certificate holder shall retain and preserve all trip reports for no less than three years. Such records shall be available for inspection by representatives of the board and the Florida Department of Health, upon request, during normal working hours.

***

(i) ~~*License*~~ *Certificate renewal*. In order to renew a ~~license~~ certificate for nonemergency medical transportation services, the ~~licensee~~ certificate holder shall:

(1) Submit a renewal application to the board at least ~~30~~ 90 days prior to the expiration of the ~~license~~ certificate.

***

(3) Provide documentation that current standards for issuance of a ~~license~~ certificate are met.

***

(j) *Revocation of ~~license~~ certificate.* Every ~~license~~ certificate issued pursuant to this section is subject to revocation, modification or suspension where the board determines that:

(1) The ~~licensee~~ certificate holder has failed or neglected to render services as required by the ~~license~~ certificate issued pursuant to this section or license under the current applicable Florida Statutes;

(2) The application submitted to secure the ~~license~~ certificate from the board contains false representations or has omitted material facts;

(3) The ~~licensee~~ certificate holder has failed to correct deficiencies found, within the time period prescribed; or

***

~~Secs. 5-63—5-80. Reserved.~~ DIVISION 4. - GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES ESTABLISHED.

DIVISION 4. – GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES

Sec. 5.63 - Additional requirements for governmental advanced life support non-transport (ALS non-transport) services.

In addition to mandatory compliance with the regulations and requirements set forth in Secs. 5-52, 5-54, 5-56, 5-57, 5-58, 5-59, and 5-60 of this Article, governmental providers of ALS non-transport services shall also:

(1) Act under the authority of the Highlands County Fire Rescue Medical Director.

(2) Respond and timely mobilize to all dispatched medical calls for service in the jurisdictional boundary as outlined in the certificate holder's certificate.

(3) Participate in EMS system quality assurance activities, as directed by the Highlands County Fire Rescue's medical director.

(4) Comply with the Highlands County Fire Rescue Medical Director's credentialing standards for EMTs and paramedics.

(5) Abide by the Highlands County's Medical and Trauma Transport Protocols and standard operating medical procedures promulgated by Highlands County Fire Rescue's medical director.

(6) Utilize major medical equipment as approved by Highlands County Fire Rescue's medical director and medical protocols, to include cardiac monitors/defibrillators, medications, and cervical collars.

(7) Utilize the same ePCR software as the Highlands County Fire Rescue Department to promote a seamless transmission of patient information.

(8) Relinquish patient care to HCFR, a county contracted transport provider, or a county certified transport provider, upon their arrival to the scene, unless otherwise directed by the charge paramedic or higher HCFR medical authority.

(9) Not submit a bill for service to a patient or the County for any cost of performing ALS non-transport services; and

(10) Not use ambulances or other patient transport-capable vehicles when providing ALS non-transport services. Permitted vehicles shall consist of fire engines or fire suppression apparatus that are ordinarily used in the business of fire extinguishment or fire prevention services for the protection of life and property.

DIVISION 5. HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR ESTABLISHED.

DIVISION 5. – HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR

Sec. 5-64. – Authority of the Highlands County Fire Rescue Medical Director

In addition to the authority and responsibilities provided under Florida law, the county fire rescue medical director shall have the ultimate decision-making authority for any paramedics and EMTs that practice under his or her supervision. The county fire rescue medical director has the right to suspend the practicing privileges of any paramedic or EMT operating under his or her supervision.

Secs. 5-65 – 5.80. Reserved.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 5 - HEALTH AND SANITATION, Article IV. – MEDICAL TRANSPORTATION SERVICES, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Administrator, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this _____ day of June 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kevin Roberts, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-27

ORDINANCE TITLE: **AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 5 - HEALTH AND SANITATION, ARTICLE IV. – MEDICAL TRANSPORTATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 5 - HEALTH AND SANITATION, ARTICLE IV. - MEDICAL TRANSPORTATION SERVICES, DIVISION 1. - GENERALLY: SECTION 5-51. - DEFINITIONS., SECTION 5-52. - INSURANCE., SECTION 5-53. - AMBULANCES, NONEMERGENCY MEDICAL TRANSPORTATION VEHICLES, AND AIR AMBULANCES., DIVISION 2. - BASIC AND ADVANCED LIFE SUPPORT CARE AND TRANSPORTATION: SECTION 5-54. - CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY REQUIRED., SECTION 5-55. - CLASS OF SERVICE; CRITERIA AND PERFORMANCE STANDARDS., SECTION 5-56. - APPLICATION FOR CERTIFICATE., SECTION 5-57. - DISPOSITION OF APPLICATION., SECTION 5-58. - RIGHTS AND DUTIES GRANTED BY A CERTIFICATE; PERIOD OF VALIDITY; EFFECTIVE DATE; TRANSFERABILITY., SECTION 5-60. - REVOCATION, ALTERATION OR SUSPENSION OF CERTIFICATES; GROUNDS., DIVISION 3. - NONEMERGENCY MEDICAL TRANSPORTATION: SECTION 5-62. - NONEMERGENCY MEDICAL TRANSPORTATION SERVICES AND VEHICLES., SECTION 5-63—5.80. – RESERVED.; PROVIDING FOR THE ADDITION OF DIVISION 4. – GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES: SECTION 5.63. - ADDITIONAL REQUIREMENTS FOR GOVERNMENTAL ADVANCED LIFE SUPPORT NON-TRANSPORT (ALS NON-TRANSPORT) SERVICES, DIVISION 5. - HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR: SECTION 5-64. – AUTHORITY OF THE HIGHLANDS COUNTY FIRE RESCUE MEDICAL DIRECTOR; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND**

SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: Request acceptance of amended language and addition of Division 4 and Division 5 updating Code of County Ordinance Chapter 5 Article 4.

DEPARTMENT: Fire Rescue

MEETING DATE: 06/18/2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **James Duppenthaler, Interim Fire chief**

SUBJECT/TITLE: **Request adoption of Ordinance 23-24-32 pursuant to Florida Statues, Section 125.66.**

STATEMENT OF ISSUE

The Florida Department of Agriculture and Consumer Services, Florida Forest Service, Sebring Forestry Station Area Supervisor has informed the Highlands County Fire Chief that a recent reading of the Keetch Byran Drought Index (KBDI), which is used for estimating dryness of soil and duff layers, rates Highlands County as exceeding 500 on a scale of 0 – 800. Drought conditions are conducive to wildfires and hazardous weather and atmospheric surroundings point toward drought conditions into the foreseeable future in Highlands County and wildfire risk increases each day without rain; thus, warranting the repeal of Ordinance 23-24-29 and the implementation of ordinance 23-24-32. These actions can be summarized as repealing the emergency ordinance and enacting a new ordinance, thus extending the period of a burn ban.

RECOMMENDED ACTION

Move to adopt Ordinance 23-24-32 pursuant to Florida Statues, Section 125.66.

FISCAL IMPACT

There is no fiscal impact

Attachments: Burn Ban Ordinance 23-24-32.pdf
23-24-32.pdf

ORDINANCE NO. 23-24-32

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE EXTENSION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF ORDINANCE 23-24-29; PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, Section 1 and Florida Statutes, Section 125.01, a County possesses the authority to conduct County government and, among other matters, the prerogative to adopt ordinances necessary to exercise of its powers and to prescribe penalties for violations of such ordinances; and

WHEREAS, the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Sebring Forestry Station Area Supervisor has informed the Highlands County Fire Chief that a recent reading of the Keetch Byran Drought Index (KBDI), which is used for estimating dryness of soil and duff layers, rates Highlands County as exceeding 500 on a scale of 0 – 800; and

WHEREAS, drought conditions are conducive to wildfires; and

WHEREAS, hazardous weather and atmospheric surroundings point toward drought conditions into the foreseeable future in Highlands County; and

WHEREAS, wildfire risk increases each day without rain; thus, warranting the continuance of a burn ban; and

WHEREAS, based on the information presented by the Florida Forest Service and the Highlands County Fire Chief, the County has determined that enactment of this Ordinance is necessary in order to address the fire hazard conditions in Highlands County.

NOW THEREFORE, BE IT ORDAINED by Highlands County, Florida, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF ORDINANCE 23-24-29. Highlands County Ordinance 23-24-29, is hereby repealed in its entirety and shall have no further force or effect following the adoption of this Ordinance.

SECTION 3. APPROVAL AND APPLICABILITY OF BURN BAN, EXCEPTIONS, AND PENALTIES.

A. *Prohibitions.* Due to the current fire hazard conditions in Highlands County, from the Effective Date hereof until sunset or repeal in accordance herewith, there shall be a burn ban in effect and all outdoor burning of yard trash, grass, vegetation, lumber, trees, household paper products, and/or debris is prohibited. All bonfires, campfires, warming fires, fires in outdoor fireplaces, outdoor pyrotechnic displays and open cooking fires are also prohibited.

B. *Applicability. This burn ban shall apply in all areas of Highlands County; however, to the extent a municipality within Highlands County has an ordinance or charter provision in effect which conflicts with the provisions hereof, the regulation of said municipality shall prevail in the jurisdictional boundaries of the municipality.*

C. *Exceptions.*

1. Cooking food exclusively within a contained gas or charcoal grill.
2. Activities authorized by the Florida Forest Services.

D. *Penalties.* Any person who refuses to comply with or violates the provisions of this burn ban shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment for a term not to exceed sixty (60) days in a county jail or both.

SECTION 4. PROVIDING FOR AUTOMATIC SUNSET, CANCELLATION AND/OR EXTENSION OF BURN BAN.

A. The burn ban approved by this Ordinance shall automatically sunset forty-five (45) days after the Effective Date hereof unless extended or terminated sooner in accordance herewith.

B. After consultation with the Florida Forest Service, if the Highlands County Fire Chief determines that the burn ban can be lifted, the Highlands County Fire Chief shall issue a formal notice of termination of the burn ban placed into effect pursuant to this Ordinance.

C. The burn ban may be extended by amendment to this Ordinance.

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the burn ban, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 8. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Kevin Roberts, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-32

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE EXTENSION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF ORDINANCE 23-24-29; PROVIDING FOR AUTOMATIC SUNSET, CANCELLATIONAND/OR EXTENSION OF BURN BAN; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NONCODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY:

At the Regular Board Meeting held on May 21, 2024, the Board voted to adopt the proposed Ordinance 23-24-29 sets forth parameters for the moratorium which are reasonable under the circumstances.

In order to protect the health, safety and welfare of County residents, visitors and businesses, Highlands County desires to impose an extended moratorium to further the review the conditions which are conducive to wildfires and hazardous weather which point toward drought conditions into the foreseeable future of Highlands County and wildfire risk, thus warranting the implementation of the extension.

DEPARTMENT: Highlands County Fire Rescue

MEETING DATE: June 18, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

XXX A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director**

SUBJECT/TITLE: **Consideration of Agreement with Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion Pursuant to ITB 23-030-KSB**

STATEMENT OF ISSUE

Attached for your approval is an Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion Pursuant to ITB 23-030-KSB in the amount of $12,900,000.00. The Contractor will have three hundred thirty (330) calendar days to complete the project after the date the Contract times commence to run.
The general scope of work for this project includes the installation of an approximately 17-acres double-liner system for the Class I Cell 5 expansion project including ancillary work associated with the cell construction. The principal features of the project include performing earthwork; installing a geosynthetic bottom-line system, drainage cover soil, and leachate collection and removal system; dewatering and installing a bentonite slurry wall; installing ground water monitoring wells and gas probes; and performing ancillary work associated with the landfill cell.
The total cost for the base scope of services is $12,900,000.00. There are currently funds in the amount of $12,999.708.58 in Project 21078- Landfill Cell No. 5, in Cost Center 4210 (Refuse Disposal), Account 56300Z (Project Improvements).

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion Pursuant to ITB 23-030-KSB.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 23/24 budget as the funds in the amount of $12,999.708.58 already exist in Project 21078- Landfill Cell No. 5, in Cost Center 4210 (Refuse Disposal), Account 56300Z (Project Improvements), Project 21078 – Landfill Cell.

Attachments: Signed_Landfill Expansion Construction Agreement - COMANCO (2024.06.04).pdf

COMANCO
SAFETY ★ QUALITY ★ SERVICE

June 10, 2024

Sent via FedEx
Tracking No.: 776784926938

Stacy Quillen
Procurement Analyst
Highlands County Board of County Commissioners
600 S. Commerce Ave.,
Sebring, Fl 33870

RE: ITB 23-030 Landfill Cell #5 Expansion
Executed Construction Agreement & COMANCO's Certificates of Insurance

Attached please find (2) original copies of the Executed Construction Agreement for the ITB 23-030 Landfill Cell #5 Expansion project and COMANCO's Certificates of Insurance.

Please let us know if any additional information needs to be provided at this time.

Thank you,

COMANCO

Danielle Meador Estimating/Operations
Project Development Coordinator

HIGHLANDS COUNTY
STANDARD CONSTRUCTION AGREEMENT

This Standard Construction Agreement (hereinafter referred to as the "Agreement") is made by and between Highlands County, Florida (hereinafter referred to as the "Owner") and COMANCO Environmental Corporation (hereinafter referred to as the "Contractor") for construction services related to, Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion, Highlands County Project No. 21078 (hereinafter referred to as the "Project").

WITNESSETH:

WHEREAS, Highlands County issued a formal solicitation under ITB#23-030-KSB, for completion of the Project ("ITB"); and

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

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

ARTICLE - 1.00 CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

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

1.01 The Construction Team

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

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

1.02 Extent of Agreement

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

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

1.03 Definitions

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

1. Application for Payment – Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Construction Documents. The Application for Payment shall accurately reflect the progress of the Work of the Project and shall be itemized based on the Schedule of Values, and bears the notarized signature of the Contractor.

2. Change Order - A written order agreed to by the Contractor approved by the County Contact Person and the Engineer, and authorized by the Owner, or a written order issued by the Engineer and approved by the Owner and the Contractor after execution of this Agreement, authorizing a change in the Project or an adjustment in the Contract Sum or time frames in this Agreement.

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

4. Contractor - The Contractor is the person(s) or entity identified as such in this Agreement.

5. County Contact Person - The County Contact Person is the County staff person(s) designated to represent the Owner and provide direct interface with the Contractor and the Engineer with respect to the Owner's responsibilities.

6. Engineer - The Engineer is the person(s) or entity identified as such in this Agreement.

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

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

    b. The Project is suitable for full use and occupancy as determined by the Owner and Engineer.

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

d. As built plans have been accepted and all other permits and approvals required have been legally and validly issued.

e. Final executed Releases of Lien have been delivered to the Owner by Contractor.

8. General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.

9. Notice to Proceed – The notice given by the Owner to the Contractor stating that the Site is available to the Contractor and directing the Contractor commence construction of the Project.

10. Owner - Highlands County, a political subdivision of the State of Florida.

11. Plans - Any and all drawings that may be furnished or approved by the Owner during the progress of the Project.

12. Pre-construction Conference - Prior to the Specified Date of Commencement, the Construction Team shall meet to ensure that the Construction Documents are complete, the necessary documents have been exchanged, the necessary designations have been made, and to otherwise discuss the expectations of the Construction Team members.

13. Project - The Project is the total Work to be performed under this Agreement. The Project consists of the construction of the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion as presented in the Plans.

14. Project Materials - Materials prepared by or at the direction of the Engineer that may include but are not limited to the following items: the schedules, notes, details, bidding requirements, bidding forms, general requirements, general conditions, supplementary conditions.

15. Punch List – List of items of work to be completed for the Project and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

16. Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the work of the Project will be judged.

17. Subcontractor - A Subcontractor shall also include a sub-subcontractor and is a person or entity with a direct or indirect contract with the Contractor to perform any of the work on the Project.

18. Surety - The corporate body which is bound with and for the Contractor and which

engages to be responsible for payment of all debts pertaining to, and for acceptable performance of the work on the Project in accordance with this Agreement.

19. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, a Sub-subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work of the Project and as required by the Construction Documents.

20. Specifications - The directions, provisions, and requirements contained in the Construction Documents or other materials for the Project together with all written agreements made, or to be made, pertaining to the method and manner of performing the work, or the quantities and qualities of material and which are to be furnished for the Project.

21. Specified Date of Commencement - The date established to commence work on the Project in the Notice to Proceed.

22. Substantial Completion Date - The date, certified by the Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents, so that the Owner can conduct a substantial completion inspection. Prior to 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.

23. Work – The Work described and depicted in the Construction Documents.

ARTICLE - 2.00 CONTRACTOR SERVICES AND RESPONSIBILITIES

2.01 Basic Services and Responsibilities

The services which the Contractor'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 Construction Documents and bring discrepancies, errors, and omissions to the attention of the Engineer and County Contact Person.

2. Acquaint subcontractors and sub-subcontractors, if any, with the Project Schedule and stress items of work and materials that are critical to the Project.

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

4. Require Subcontractors as a term of their respective Subcontracts to agree to meet

the Project schedule which applies to each of them.

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

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

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

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

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

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

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

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

13. The Contractor shall maintain at the site for the Owner one record copy of all Project Materials, Shop Drawings, Plans, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked regularly to record all changes made during construction. These shall be available to the Engineer and County Contact Person during the Project and upon completion of the Project shall be delivered to the Engineer for review. The Engineer shall then deliver them to the County Contact Person for the Owner.

2.02 Supervision of Work

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

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

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

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

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

6. Subcontractor Interfacing – The Contractor shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives. The Contractor shall negotiate all Change Orders, field orders and requests for proposal, with all affected subcontractors, and shall review the costs of those proposals and advise the Owner and Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of any Change Order from the Owner. Before any work begins on any Change Order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety. The Contractor shall carefully review all shop drawings and forward the same to the Engineer for review and action. The Engineer shall transmit them back to the Contractor who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Engineer via the Owner to make interpretations of the drawings or specifications requested of the Contractor by the subcontractors and shall maintain a suspense control system to promote timely response. The Contractor shall advise the Owner and Engineer when timely response is not occurring on any of the above.

7. Upon completion of all required work under this 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 and Owner in writing of such deviation and the Engineer and Owner have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions related to deviations by virtue of the Engineer's approval thereof.

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

2.04 Use of Site

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

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

2.06 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 he/she/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/her/its own expense all damage to any portion of the Project area or surrounding area caused by any act or omission of the Contractor before Project completion and acceptance by the Owner.

2.07 Project Schedule Using Excel Format

1. Within ten (10) days of the County Contact's approval, but no later than at the Pre-

Construction Conference, the Contractor shall submit a Project Schedule for the Project. The Contractor's Project Schedule shall consist of the parameters as described herein. In preparing this system, the scheduling of the construction is the responsibility of the Contractor.

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

3. The Contractor shall utilize Excel software for scheduling.

a. The format of the schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the systems software, as outlined below.

b. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 11 inches by 17 inches with title block on each sheet, unless otherwise approved by the Engineer.

c. The computer-generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing the prior month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:

- Predecessor and successor activity numbers
- Activity description
- Original duration of activity (work days)
- Early start date
- Early finish date
- Actual start date
- Actual finish date
- Total float (work days)
- Percentage of activity completed
- Station number identifying the area in the project for each activity. An example of station numbers might be Sta. 15 + 00 to Sta. 90 + 00
- Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the Contractor directly
- Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etc.

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

5. Required Reports: The following reports are to be furnished by the Contractor with

each required submission including updates:

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

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

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

2.08 Public Construction Bond

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

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 three hundred (300) consecutive calendar days after the Specified Date of Commencement. Final Completion shall be achieved not later than thirty (30) 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 Twelve Million Nine Hundred Thousand Dollars and Zero Cents. ($12,900,000.00), subject to approved additions or deductions incurred during the progress of the Project and duly documented by Change Orders as provided for in the Construction Documents.

ARTICLE - 5.00 PROGRESS PAYMENTS

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

5.01 Schedule of Values and Work Schedule

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

5.02 Payment Application - Submittal and Disposition

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

5.03 Issuance of Certificate for Payment

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

5.04 Retainage

Except as State Law otherwise provides, the Owner shall retain five percent (5%) of the amount requested in each Application for Payment until Final Completion and acceptance of all work covered by the Construction Documents. When the Project is Substantially Complete as set forth

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

5.05 Payments Withheld

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

1. defective work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims;

3. failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. damage to the Owner or another contractor;

6. reasonable evidence that the work will not be completed within the Contract Time;

7. persistent failure to carry out the Work in accordance with the Construction Documents; or failure of Contractor to maintain records pursuant to the Construction Documents.

5.06 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the anticipated costs of project-related delays and inconveniences to Owner and the public. Accordingly, in the event that the Contractor fails to complete the Project in the time allotted for completion under this Agreement, as modified by appropriate Change Order or

extension, there will be due the Owner from the Contractor, as liquidated damages for delay (and not as a penalty), the daily charge per calendar day of One Thousand Five Hundred Dollars ($1,500.00), until the Work is completed and ready for final payment. Liquidated damages pursuant to this paragraph may, at the option of the Owner, be withheld from the contract sum to be paid to the Contractor or enforced as a claim, counterclaim, set-off, or defense, as appropriate. Any claim by Owner against Contractor for unpaid liquidated damages shall be paid by Contractor within thirty (30) days after the Owner's invoice for same is sent to Contractor.

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

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

5.07 Inclusion of Materials and Equipment in Applications

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

5.08 Liens

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

5.09 Payments to Subcontractors

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

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to

which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work less any back charges or other items specified in the agreement between the Contractor and Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner. Nothing hereby shall be deemed to make subcontractors, materialmen, or other 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 fund to any Subcontractor or Sub-subcontractor secured by the Contractor.

5.10 Procedures for Final Completion Certificate for Payment

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

5.11 Reject Work

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

ARTICLE - 6.00 OWNER'S RESPONSIBILITIES

6.01 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 (Invitation to Bid No. 23-030-KSB).

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 this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any Work, nor shall the Contractor allow any subcontractor to commence Work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

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

a. AUTOMOBILE PUBLIC LIABILITY
One Million Dollars ($1,000,000.00) Combined Single Limit

b. GENERAL LIABILITY - Five Million Dollars ($5,000,000.00) any single occurrence;
   1) Damage to Rented Premises – Fifty Thousand Dollars ($50,000.00) any single occurrence;
   2) Medical Expense – Five Thousand Dollars ($5,000.00) Any one person;
   3) Personal & Advertising Injury – One Million Dollars ($1,000,000.00)

c. GENERAL AGGREGATE – Five Million Dollars ($5,000,000.00);

d. EXCESS/UMBRELLA COVERAGE – Ten Million Dollars ($10,000,000.00);

e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Five Million Dollars ($5,000,000.00);

f. POLLUTION LIABILITY – Five Million Dollars ($5,000,000.00); and,

g. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each of its subcontractors to provide, adequate insurance, satisfactory to the Owner, for the protection of its employees not otherwise protected.

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

a. The name of the insured Contractor,

b. The specified job by name and job number,
c. The name of the insurer,
d. The number of the policy
e. The effective date
f. The termination date
g. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

4. County as Additional Insured: The Contractor shall name Highlands County as Additional Insured and Highlands County as certificate holder, to the extent of the service to be provided under the Agreement, on all required insurance policies, and provide Highlands County with proof of same.

5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by Highlands County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.

6. Loss Deductible Clause: Highlands County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy described herein. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

7.02 Property Insurance

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

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

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

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

7.03 Notice of Occurrence, Accident, Injury or Damage

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

ARTICLE - 8.00 CHANGES IN THE WORK

8.01 Contract Time/Sum

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

8.02 Claims for Additional Costs and/or Additional Time

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

1. If the Contractor wishes to make a claim for an increase in the Contract Sum, 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 regarding the amount of the adjustment, however any change in the Contract Sum resulting from such claim shall only be authorized by the Owner via approval of the Change Order reflecting same.

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

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

8.03 Minor Changes in the Work

The Owner will have authority to order minor changes in the Project not involving an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the

Construction Documents. Such changes shall be included in a Change Order to be approved by the Engineer and Owner. The Contractor shall carry out such orders promptly.

8.04 Revision to Drawings and Specifications

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

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

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

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

9.01 Uncovering of Work

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

9.02 Correction of Work, Right to Cure

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

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

2. Defective Materials: All materials not conforming to the requirements of the 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 to the Owner, by the Contractor, at Contractor's sole expense. In addition to the other remedies provided herein, should the Contractor fail to remove rejected materials or fail or refuse to remedy or replace defective Work, the Owner may suspend the affected Work until such orders are rectified. Such withholding of payments or suspension of Work shall not be grounds for termination of this Contract by the Contractor. Any delay caused by such a suspension shall not be cause for extending the time for completion of the Project.

10.02 Suspension of Work by Contractor

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

1. The Work is stopped pursuant to an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or the agents, employees, or any other person thereof, performing any of the Work under a contract with or for the Contractor; or

2. The Work is stopped as a result of an act of government, such as a declaration of a national emergency making materials unavailable; or

3. After thirty (30) days' notice to the Owner of the Engineer's failure to act on an Application for Payment; or

4. After thirty (30) days' notice to the Owner of its failure to make timely payment on an approved Certificate for Payment. Timely as used herein means within the time periods provided in this Contract.

10.03. Termination by the Contractor

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

10.04 Termination by the Owner with Cause

Procedure: In the event of breach of the provisions of this Agreement by the Contractor or any of its subcontractors or if the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it

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

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

10.05 Termination by Owner Without Cause:

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

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

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

3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for completed and acceptable Work executed in accordance with the

Construction Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

10.06 Suspension Causing Termination

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

ARTICLE - 11.00 MISCELLANEOUS PROVISIONS

11.01 Indemnification

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

11.02 Sovereign Immunity

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

11.03 Applicable Law, Venue and Jury Trial

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

11.04 Press Releases and Confidentiality of Information

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

11.05 Entire Agreement

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

11.06 Conflict of Interest

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

11.07 Binding Effect and Assignment

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

11.08 Headings

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

11.09 Notice

All written notices shall be deemed to have been duly given if delivered in person, or within seven (7) days after depositing in the United States Mail, postage prepaid, certified with return receipt

requested or otherwise actually delivered by hand to the persons named below.

Contractor:
COMANCO Environmental Corp.
4301 Sterling Commerce Dr.
Plant City, FL 33566
ATTN: Mark A. Topp, President

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

Engineer:
Jones Edmunds
13545 Progress Boulevard
Alachua, FL 32615
ATTN: George A. Reinhart III, PHD, P.E.

County Contact Person:
Robert A. Diefendorf, Jr., E.I., Project Manager
12700 Arbuckle Creek Road
Sebring, Florida 33870

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

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

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,

sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of

Labor, or as otherwise provided by law.

8. The Contractor will include the provisions of paragraphs (1) through and including paragraph (7) of this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as necessary.

11.14 Auditing, Records, and Inspection

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

11.15 Public Records

1. Pursuant to Florida Statutes, Section 119.0701:

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

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

2. Contractor agrees to comply with public records laws, specifically to:
   a. Keep and maintain public records required by the Owner to perform the services set forth herein.
   b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

c. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.

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

11.16 Fund Availability

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

11.17 Applicable Licensing

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

11.18 Compliance with all Laws

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

11.19 Waiver

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

11.20 Bankruptcy or Insolvency

If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any

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

11.21 Modification

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

11.22 Administrative Documentation Conflict

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

11.23 Independent Contractor

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

11.24 Employment Eligibility Verification (E-Verify)

Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing Work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Contractor's breach of this provision, any and all such

costs shall be paid by the Contractor immediately upon receipt of notice of the same from the Owner. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 12.00 PROJECT MANAGERS.

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

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

   Highlands County
   ATTN: Robert A. Diefendorf, Jr., E.I.
   12700 Arbuckle Creek Road
   Sebring, Florida 33870
   (863) 402-7786
   rdiefendorf@highlandsfl.gov

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

   Mark A. Topp, President
   COMANCO Environmental Corporation
   4301 Sterling Commerce Ave.
   Plant City, FL 33566
   (813) 988-8829
   Estimatingadmin@comanco.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 USE OF COUNTY LOGO, NAME, SEAL AND/OR FLAG

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

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

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

COMANCO ENVIRONMENTAL CORPORATION

By: _____

Print: Mark A. Topp

Title: President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization of Mark A. Topp, as President of COMANCO Environmental Corporation, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 10th day of June, 2024.

_____
NOTARY PUBLIC

(stamp)

AMANDA LONG HOSMER
Notary Public - State of Florida
Commission # HH 215750
My Comm. Expires Jan 12, 2026
Bonded through National Notary Assn.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2024

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

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

PRODUCER
Foundation Risk Partners
dba Halifax Insurance Partners
1540 Cornerstone Blvd., Suite 200
Daytona Beach FL 32117

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 386-677-4761 **FAX (A/C, No):** 386-673-5370
E-MAIL ADDRESS: certs@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Valley Forge Insurance Company	20508
INSURER C : National Fire Insurance Company of Hartford	20478
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED COMANCOOOO
COMANCO Environmental Corporation
(See additional remarks)
4301 Sterling Commerce Drive
Plant City FL 33566

COVERAGES **CERTIFICATE NUMBER:** 99385746 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
C	AUTOMOBILE LIABILITY			6072133048	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6072133602	7/1/2023	7/1/2024	[X] PER STATUTE [ ] OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A		6072133499 (CA)	7/1/2023	7/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Installation Floater			QT6603H561878TIL23	7/1/2023	7/1/2024	Per Job Site	2,000,000
D	Leased/Rented Equipment			7039482121	7/1/2023	7/1/2024	Per Item	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers are additional insureds with regards to the Auto Liability policy per written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Fyfield

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AGENCY CUSTOMER ID: COMANCOOOO

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Foundation Risk Partners	THE COMANCO GROUP, INC
POLICY NUMBER: See Acord 25	
CARRIER: See Acord 25 / NAIC CODE:	EFFECTIVE DATE: See Acord 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Named Insureds:

The COMANCO Group, Inc.; COMANCO Environmental Corporation; COMANCO Construction Corporation; Fusion Equipment, Gypstack Property Development, LLC, Corporation; COMANCO International Corporation, COMANCO Environmental Canada Corporation

AUTO LIABILITY COVERAGE FORMS

- CA2001 1120 - Additional Insured Lessor and Loss Payee as required by written contract/lease agreement
- CA9944 1013 - Loss Payee: Any Loss Payee that has a financial interest in a covered auto for which we are providing physical damage coverage
- CNA63359XX 0412 - Contractors Extended Coverage Endorsement includes the following:
  - Additional Insured Person or Organization as required by written contract
  - Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) as required by written contract

WORKERS COMPENSATION COVERAGE FORMS

- WC000313 0484 - Waiver of Our Rights to Recover from Others (Waiver of Subrogation) as required by written contract (ALL OTHER STATES POLICY)
- G19160B 1197 - Waiver of Our Rights to Recover from Others (Waiver of Subrogation) as required by written contract (CALIFORNIA POLICY)

INSTALLATION FLOATER COVERAGE FORMS

- CMU618 0521 - Blanket Loss Payees as on file with the insurance agent

EQUIPMENT FLOATER COVERAGE FORMS

- G55232 0197 - Blanket Loss Payee for Equipment as required by written contract

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2024

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

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

PRODUCER	CONTACT NAME: Anne Barber
McNeil and Company, Inc. In CA dba McNeil & Company Insurance Services Lic# 0B67313 13841 Southwest Highway Orland Park IL 60462	PHONE (A/C, No, Ext): 708-237-4643 FAX (A/C, No): 708-598-6686 E-MAIL ADDRESS: abarber@mcneilandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Arch Specialty Insurance Company	21199
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Comanco Group; Comanco Environmental Corp; Comanco Construction Corp; Fusion Equipment Corp; Gypstack Property Development LLC
4301 Sterling Commerce Drive, Plant City FL 33566

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ *Contractor Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	SP002540-07-2023	07/01/23	07/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG *Per Claim	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	SX004963-02-2023-$5M 12EMX2333201-$5M CGL/CPL/PL/Auto & WC/EL	07/01/23	07/01/24	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability-Claims Made EXCESS/UMBRELLA POLICY: SX004963-02-2023 & 12EMX2333201			SP002540-07-2023	07/01/23	07/01/24	Per Occurrence Aggregate	$1,000,000 $2,000,000

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

Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers shall be named as an Additional Insured on all policies except Workers Compensation and Professional Liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **J.D. Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to approve Resolution 23-24-113 for closing the platted portion of roadway name Austin Road.**

STATEMENT OF ISSUE

Attached for your consideration is Resolution 23-24-113 vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

A PORTION OF A 66 FOOT RIGHT OF WAY KNOWN AS AUSTIN ROAD, LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10, LAKE BLUE EST ATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 59 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 31°50'30" EAST, ALONG THE WESTERLY RIGHT OF WAY OF LAKE CLAY DRIVE, BEING A 50 FOOT RIGHT OF WAY, A DISTANCE OF 38.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LAKE CLAY DRIVE, BEING A 66 FOOT RIGHT OF WAY; THENCE NORTH 31 °50'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 158.06 FEET TO THE SOUTH LINE OF A 66 FOOT RIGHT OF WAY; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH RJGHT OF WAY LINE, A DISTANCE OF 186.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 95.64 FEET; THENCE NORTH 00°30'07" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AUSTIN ROAD; THENCE SOUTH 89°30'00" EAST, ALONG SAID RIGHT OF WAY LINE. A DISTANCE OF 96.01 FEET; THENCE SOUTH 00°49'29" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,324.49 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

All Utility Companies and County Departments have been notified and have no objections. The petitioner New American Builders, Inc., is requesting this vacation to protect the Petitioner's property, through which the platted unnamed alley runs, from trespass, vandalism, and disease. There are 1 additional property owners other than the Petitioner which owns property adjacent to the portion of Austin Road requested for vacation and that property owner has sent in a letter of no objection to the vacation. This was duly published in the Highlands News Sun and the Proof of Publication was provided to the Clerk of Court.

RECOMMENDED ACTION

Move to Approve the Vacation of Right of Way as described in the attached resolution to be vacated, abandoned, discontinued, closed, and all rights of the county and the public in and to the section of the platted unnamed alley and any lands in connection therewith be and they are hereby renounced and disclaimed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: VOR Agenda - 1403 Lake Clay Dr - Austin Rd 06.18.2024.pdf

RESOLUTION NO.: 23-24-113

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A PORTION OF AUSTIN ROAD AS MORE PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY NEW AMERICAN BUILDERS, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of New American Builders, Inc. ("Petitioner"), requesting that Highlands County vacate a portion of Austin Road as described herein and renounce and disclaim the rights of the County and of the public in and to said right of way and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on May 7, 2024; and

WHEREAS, on May 17, 2024, the Petitioner published a notice of public hearing and intent to petition the County to vacate a portion of Austin Road as described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on June 18, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. That portion of Austin Road as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to said right of way and the lands so described are hereby renounced and forever disclaimed:

A PORTION OF A 66 FOOT RIGHT OF WAY KNOWN AS AUSTIN ROAD, LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10, LAKE BLUE EST ATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 59 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 31°50'30" EAST, ALONG THE WESTERLY RIGHT OF WAY OF LAKE CLAY DRIVE, BEING A 50 FOOT RIGHT OF WAY, A DISTANCE OF 38.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT

OF WAY LINE OF LAKE CLAY DRIVE, BEING A 66 FOOT RIGHT OF WAY; THENCE NORTH 31 °50'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 158.06 FEET TO THE SOUTH LINE OF A 66 FOOT RIGHT OF WAY; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH RJGHT OF WAY LINE, A DISTANCE OF 186.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 95.64 FEET; THENCE NORTH 00°30'07" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AUSTIN ROAD; THENCE SOUTH 89°30'00" EAST, ALONG SAID RIGHT OF WAY LINE. A DISTANCE OF 96.01 FEET; THENCE SOUTH 00°49'29" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,324.49 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation of that portion of Austin Road as described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of June 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:

_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

PETITION

TO: Highlands County Board of County Commissioners
C/O Engineering Department
505 South Commerce Ave
Sebring, FL 33870

FROM: New American Builders Inc.
C/O Rider & Thompson, P.A.
13 N. Oak Ave
Lake Placid, FL 33852

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

A PORTION OF A 66 FOOT RIGHT OF WAY KNOWN AS AUSTIN ROAD, LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10, LAKE BLUE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 59 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 31°50'30" EAST, ALONG THE WESTERLY RIGHT OF WAY OF LAKE CLAY DRIVE, BEING A 50 FOOT RIGHT OF WAY, A DISTANCE OF 38.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LAKE CLAY DRIVE, BEING A 66 FOOT RIGHT OF WAY; THENCE NORTH 31°50'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 158.06 FEET TO THE SOUTH LINE OF A 66 FOOT RIGHT OF WAY; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 186.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 95.64 FEET; THENCE NORTH 00°30'07" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AUSTIN ROAD; THENCE SOUTH 89°30'00" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 96.01 FEET; THENCE SOUTH 00°49'29" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,324.49 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

The petition is being requested for the following reason:

The portion of road requesting to be vacated is no longer in use by the public

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

Roy Thomas
Signature of Petitioner
Attachments: (MAP) Proof of Publication Certificates Showing Taxes Paid

LAW OFFICES
RIDER & THOMPSON, P.A.
A PROFESSIONAL ASSOCIATION

MICHAEL A. RIDER
RETIRED



W. KYLE THOMPSON

13 NORTH OAK AVENUE
LAKE PLACID, FLORIDA 33852

TELEPHONE: (863) 465-1111 ◆ FAX: (863) 465-8100
EMAIL: riderthompson@riderthompsonlaw.com
WEBSITE: www.riderthompsonlaw.com

April 24, 2024

SENT VIA EMAIL
Mrs. Cheryl M. Gelinas
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870

RE: Vacation of a portion of Austin Road – Applicant New American Builders Inc.

Dear Cheryl,

I am the attorney for Peaceland Estates, Inc. Peaceland is the neighboring property owner to the portion of Austin Road that New American Builders Inc. is requesting to be vacated. This letter is Peaceland's consent to such vacation, and Peaceland request that any vacation be for the full benefit of New American Builders Inc.

Please do not hesitate to contact me if you have any questions or need anything additional at this time.

Respectfully yours,

W. Kyle Thompson

THIS IS NOT A SURVEY!!!

SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

LEGAL DESCRIPTION:

A PORTION OF A 66 FOOT RIGHT OF WAY KNOW AS AUSTIN ROAD, LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10, LAKE BLUE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 59 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 31°50'30" EAST, ALONG THE WESTERLY RIGHT OF WAY OF LAKE CITY DRIVE, BEING A 50 FOOT RIGHT OF WAY, A DISTANCE OF 38.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LAKE CLAY DRIVE, BEING A 66 FOOT RIGHT OF WAY; THENCE NORTH 31°50'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 158.06 FEET TO THE SOUTH LINE OF A 66 FOOT RIGHT OF WAY; THENCE NORTH 89°30'00" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 186.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 95.64 FEET; THENCE NORTH 00°30'07" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AUSTIN ROAD; THENCE SOUTH 89°30'00" EAST, ALONG SAID RIGHT OF WAY LINE ,A DISTANCE OF 96.01 FEET; THENCE SOUTH 00°49'29" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6,324.49 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

GERMAINE SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
3452 AVONDALE BOULEVARD
SEBRING, FLORIDA 33875
PHONE: 863-385-6618
FAX: 863-314-0313
EMAIL: JAYCE@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: RIDER & THOMPSON, P.A.

JOB#	37-19	SCALE: 1"=60'
DATE:	3-23-22	DRAWN BY: BAM
TASK:	003	CHECKED BY:

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT SAID SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #7042

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL OR A DIGITAL OR EMBOSSED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, OR THE SURVEY IS ACCOMPANIED BY A SIGNED AND SEALED LETTER STATING THAT THE SURVEY MAY BE RELIED UPON, THIS SURVEY SHALL BE CONSIDERED AS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED A CERTIFIED SURVEY.

GENERAL NOTES:

1. THIS SURVEY PREPARED FOR LEGAL DESCRIPTION PROVIDED AND A 10/01 A CERTIFICATE OF TITLE.
2. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.
3. BEARING SYSTEM BASED ON THE SOUTH RIGHT OF WAY LINE OF AUSTIN ROAD AS BEING N89°30'00"W.

LEGEND OF SYMBOLS & ABBREVIATIONS

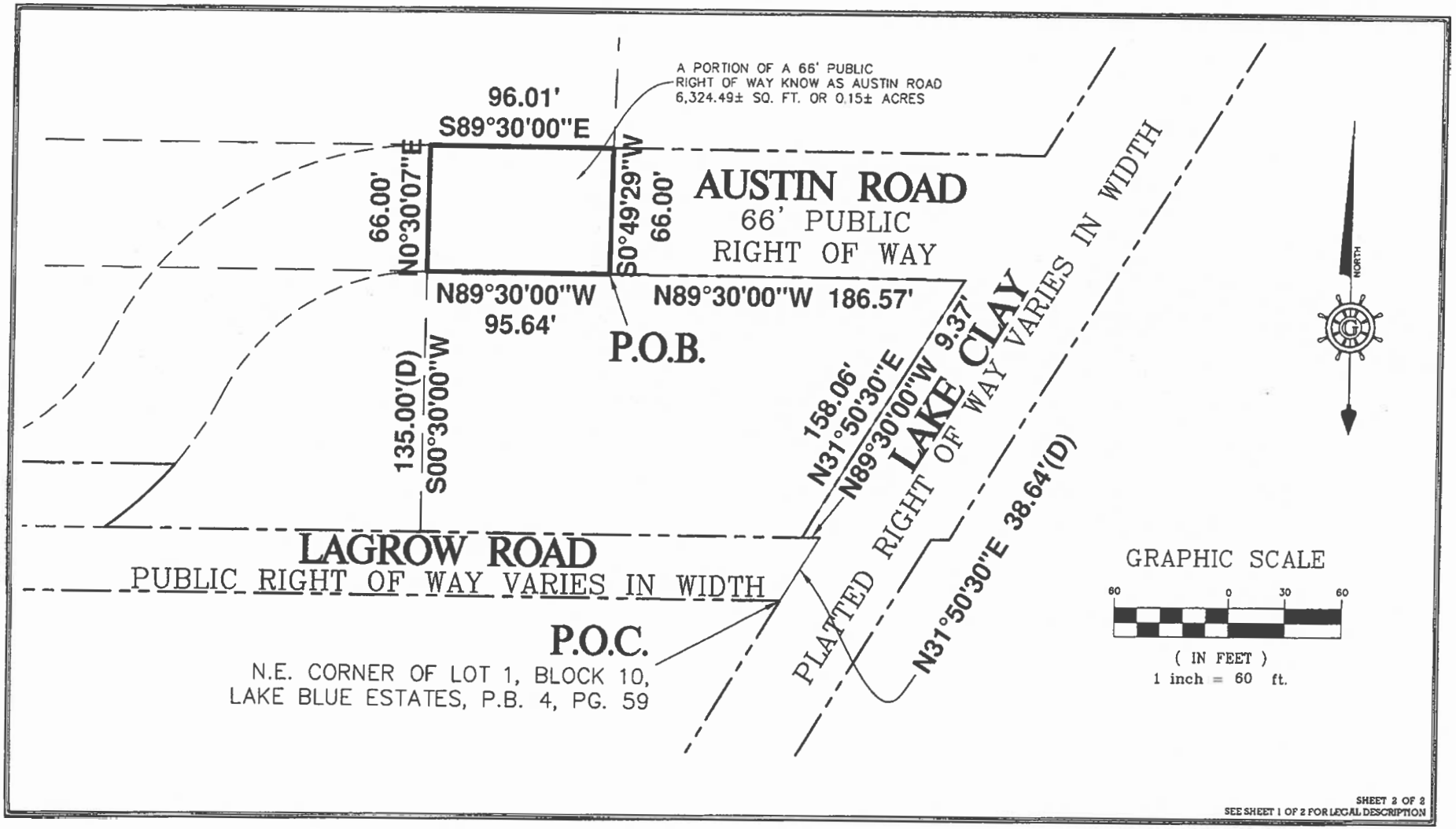
PG PAGE	WATER METER
P.B. PLAT BOOK	POWER POLE
O.R. OFFICIAL RECORD	LIGHT POLE
R/W RIGHT OF WAY	GUY WIRE
P.C. POINT OF CURVE	ELECTRIC MANHOLE
P.T. POINT OF TANGENCY	ELECTRIC METER
P.R.C. POINT OF REVERSE CURVE	ELECTRIC VAULT
P.C.C. POINT OF COMPOUND CURVE	ELECTRIC BOX
P.O.B. POINT OF BEGINNING	TRANSFORMER
P.O.C. POINT OF COMMENCEMENT	AIR CONDITIONER UNIT
F.I.P. FOUND IRON PIPE	TELEPHONE MANHOLE
F.I.R. FOUND IRON ROD	TELEPHONE BOX
F.N.D. FOUND NAIL & DISK	CABLE BOX
F.L. FENCE LINE	WATER SPIGOT
F.C. FENCE CORNER	GREASE TRAP
CONC. CONCRETE	SEWER MANHOLE
B.F.P. BACK FLOW PREVENTER	SEWER VALVE
C.L.F. CHAIN LINK FENCE	CLEAN OUT
C.B.S. CONCRETE BLOCK STRUCTURE	GAS VALVE
(F) AS SURVEYED ON FIELD	GAS METER
(P) AS RECORDED ON PLAT	HANDICAPPED PARKING
(D) AS RECORDED ON DEED	METERED END SECTION
(M) AS MEASURED IN FIELD	TRAFFIC SIGNAL BOX
P.R.M. PERMANENT REFERENCE MONUMENT	WOOD LIGHT POLE
F.C.M. FOUND CONCRETE MONUMENT	METAL LIGHT
S.C.M. SET CONCRETE MONUMENT PRM 3645	POINT OF ACCESS
S.I.R. SET IRON ROD & CAP PRM 3645	
S.N.D. SET NAIL & DISK STAMPED PRM 3645	
VALVE	
SIGN	
TYPICAL	
MONUMENT	
FLAG POLE	
WATER VALVE	
LAKE	
BACK FLOW PREVENTER	
WATER METER	
STORM DRAIN MANHOLE	
STORM DRAIN INLET	

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS EXCLUSIVELY FOR THE PEOPLE LISTED AND THEIR ASSIGNEES, OR AGENTS ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PRIOR CONSENT OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR ANY LIABILITY IN CONNECTION WITH ANY REUSE OF THIS SURVEY FOR FUTURE TRANSACTIONS OR PERSON OTHER THAN THOSE LISTED ABOVE ON THE SURVEY.

REVISIONS

1	REVISED LEGAL & SKETCH ON 9-26-22 (BAM)
2	
3	
4	
5	

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH


A PORTION OF A 66' PUBLIC
RIGHT OF WAY KNOW AS AUSTIN ROAD
6,324.49± SQ. FT. OR 0.15± ACRES
96.01'
S89°30'00"E
66.00'
N0°30'07"E
S0°49'29"W
66.00'
AUSTIN ROAD
66' PUBLIC
RIGHT OF WAY
N89°30'00"W
95.64'
N89°30'00"W 186.57'
P.O.B.
135.00'(D)
S00°30'00"W
158.06'
N31°50'30"E
N89°30'00"W 9.37'
LAKE CLAY
PLATTED RIGHT OF WAY VARIES IN WIDTH
N31°50'30"E 38.64'(D)
LAGROW ROAD
PUBLIC RIGHT OF WAY VARIES IN WIDTH
P.O.C.
N.E. CORNER OF LOT 1, BLOCK 10,
LAKE BLUE ESTATES, P.B. 4, PG. 59
NORTH
GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.
SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

Highlands County Engineering Department

Reference Map
AUSTIN ROAD PARTIAL RIGHT OF WAY VACATION

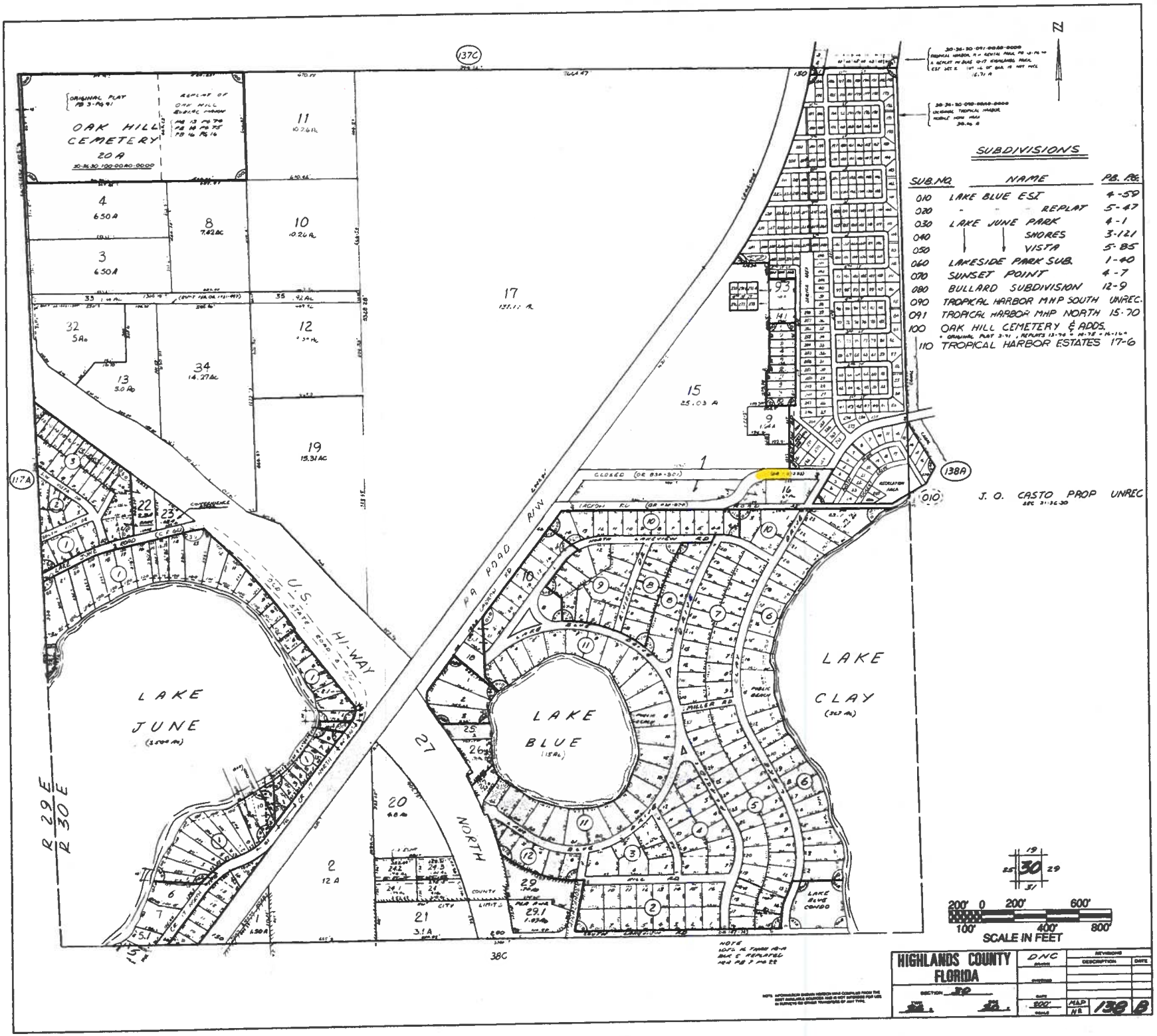
Prepared By: Doug Nietubicz
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey
Map Created: 4/1/2024

1 inch = 100 feet



G:\Road Closures\2023\1403 Lake Clay Dr - Austin Rd\Maps & Site Plans\Austin Road Partial Vacation.mxd, Date Saved: 4/1/2024 2:42:10 PM, User: dnietubi


OAK HILL CEMETERY
20 A
LAKE JUNE
LAKE BLUE
LAKE CLAY
U.S. HI-WAY
P A ROAD
NORTH
R 29 E
R 30 E
SUBDIVISIONS
SUB. NO. NAME PB. PG.
010 LAKE BLUE EST 4-59
020 - - REPLAT 5-47
030 LAKE JUNE PARK 4-1
040 SHORES 3-121
050 VISTA 5-85
060 LAKESIDE PARK SUB. 1-40
070 SUNSET POINT 4-7
080 BULLARD SUBDIVISION 12-9
090 TROPICAL HARBOR MHP SOUTH UNREC.
091 TROPICAL HARBOR MHP NORTH 15-70
100 OAK HILL CEMETERY & ADDS.
110 TROPICAL HARBOR ESTATES 17-6
J. O. CASTO PROP UNREC
SCALE IN FEET
HIGHLANDS COUNTY FLORIDA
MAP NO. 138 B

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Road Closure Austin Road

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 17, 2024

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

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 17th day of May 2024 by Janet Emerson, who is personally known to me.

Romona D. Washington, Executive Editor, Notary Number: HH 413555
Notary expires: June 21, 2027

00030727 00156976

RIDER & THOMPSON, P.A. (HNS Legals)
13 N OAK AVENUE
LAKE PLACID, FL 33852

NOTARY PUBLIC STATE OF FLORIDA

ROMONA D. WASHINGTON
Commission # HH 413555
Expires June 21, 2027

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE ROADS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of New American Builders, Inc., will, on the 18th day of June 2024, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will close the roads described below and renounce and disclaim any rights of the County and the public in and to the roads and land in connection therewith. The roads are described as:

A PORTION OF A 66 FOOT RIGHT OF WAY KNOWN AS AUSTIN ROAD, LYING IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 10, LAKE BLUE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 59 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 31° 50'30" EAST, ALONG THE WESTERLY RIGHT OF WAY OF LAKE CLAY DRIVE, BEING A 50 FOOT RIGHT OF WAY, A DISTANCE OF 38.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89° 30'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LAKE CLAY DRIVE, BEING A 66 FOOT RIGHT OF WAY; THENCE NORTH 31° 50'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 158.06 FEET TO THE SOUTH LINE OF A 66 FOOT RIGHT OF WAY; THENCE NORTH 89° 30'00" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 186.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 30'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 95.64 FEET; THENCE NORTH 00° 30'07" EAST, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF AUSTIN ROAD; THENCE SOUTH 89° 30'00" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 96.01 FEET; THENCE SOUTH 00° 49'29" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,324.49 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, by email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
Kevin J. Roberts, CHAIRMAN

ATTEST: Jerome Kaszubowski, Clerk of Court
May 17, 2024

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE ROADS

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BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
Kevin J. Roberts, CHAIRMAN

ATTEST: Jerome Kaszubowski, Clerk of Court
May 17, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Consider Statement of Legislative Intent for amendments to "clean up" the Land Development Regulations.**

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in Highlands County Land Development Regulations (LDRs) may not be suitable when applied county-wide without any room for exceptions. There are four (4) proposed updates to allow exceptions to specific requirements, and a fifth proposed update to replace a portion of the Code that was inadvertently removed with previous updates. The five (5) proposed updates include: (1) Update the definition of a zoning variance, which is currently limited to those requirements found in Article 5 of Chapter 12, to allow a property owner to apply for a variance to required setbacks listed in other Articles of Chapter 12; (2) Add a Special Exception in residential zoning districts to allow a Model Home; (3) Allow a fence to encroach into a "required yard" on double-frontage lots. This would only apply to platted subdivisions that contain a non-access easement on the plat along one of the roads, limiting access to only one road; (4) Replacing garage sale regulations which were inadvertently removed with previous amendments; and (5) Updating an exception for setbacks which currently applies to lots located on waterfront properties as of 1993, to apply to all dwellings issued a Certificate of Occupancy on or before December 31, 2024. The purpose of this Statement of Legislative Intent is to receive direction from the Board on whether to update the previously mentioned requirements, or any other direction the Board deems appropriate.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: SLI - LDR Clean Up.pdf

HIGHLANDS COUNTY BCC AGENDA ITEM MEMO
STATEMENT OF LEGISLATIVE INTENT REGARDING PROPOSED REVISIONS TO THE LAND DEVELOPMENT REGULATIONS

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: Rachel Barry, Zoning Supervisor

ITEM TITLE: Consider Statement of Legislative Intent for amendments to "clean up" the Land Development Regulations.

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in Highlands County Land Development Regulations (LDRs) may not be suitable when applied county-wide without any room for exceptions. There are four (4) proposed updates to allow exceptions to specific requirements, and a fifth proposed update to replace a portion of the Code that was inadvertently removed with previous updates. The five (5) proposed updates include:

1. Definition of a zoning variance, which is currently limited to those requirements found in Article 5 of Chapter 12, to allow a property owner to apply for a variance to required setbacks listed in other Articles of Chapter 12.
2. Add a Special Exception in residential zoning districts to allow for Model Homes.
3. Allow a fence to encroach into a "required yard" on double-frontage lots. This would only apply to platted subdivisions that contain a non-access easement on the plat along one of the roads, limiting access to only one road.
4. Replacing garage sale regulations which were inadvertently removed with previous amendments.
5. Revising exception for setbacks which currently applies to lots located on waterfront properties as of 1993, to apply to all dwellings issued a Certificate of Occupancy on or before December 31, 2024.

The purpose of this Statement of Legislative Intent is to receive direction from the Board on whether to update the previously mentioned requirements, or any other direction the Board deems appropriate.

SUGGESTED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

No fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:	**Cynthia Acevedo, Healthy Families Program Manager / Community Programs Assistant Director**
SUBJECT/TITLE:	**Request approval of Amendment #0008 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2024, through June 30, 2025.**

STATEMENT OF ISSUE

The Ounce of Prevention Fund of Florida, which oversees the Healthy Families Florida program, collaborates with the local lead entity, Highlands County Board of County Commissioners, to provide home visiting services to eligible residents of Highlands County. Contract renewal is required annually and will serve as a collaborative agreement between the parties to ensure that Healthy Families services will be administered as outlined by Healthy Families America.

RECOMMENDED ACTION

Move to approve Amendment #0008 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2024, through June 30, 2025.

FISCAL IMPACT

The grant award for fiscal year 2024-2025 is $343,463 to Fund 005 (General) and requires a minimum 25% contribution match. The requested cash contribution is $129,054.68 with additional expenses being covered through in-kind contributions.

Attachments: Highlands Contract Renewal Amend 0008 FY 24-25.pdf

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0008 FY2024-2025

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF", and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida, hereinafter referred to as "HFF", is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0005, effective 3/1/2023 changes include: funding movement among approved categories, revised budget with associated funding changes.

Amendment #0006**,** effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.

2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0007, effective 9/1/2023, changes include: HFF Grant increase; contract language, attachments and associated funding changes as listed below.

Amendment #**0008,** effective the latter of June 30, 2024, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Subcontract Section **1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT

1.1 Purpose and Subcontract Amount

The OPFF is engaging the Provider for the purpose of providing HFF services in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$343,463,** from the Ounce of Prevention fund of Florida. All funding is subject to the availability of funds. This grant amount will cover will 2024-2025 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this Subcontract.

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$85,866,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2024-2025. The Provider's cash and in-kind contribution for the Fiscal Year 2024-2025 subcontract period is $**201,864.08** which represents **58.8%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract Section **1.2** – **Official Representatives and Payee**, is hereby deleted and the following is inserted in lieu thereof:

1.2 Official Representatives and Payee

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

a. Lead Agency Organization Name	Highlands County Board of County Commissioners
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the lead agency person who is to be contacted regarding the contract and also has signature authorization):	Lead Agency Representative's Name: Laurie A. Hurner, County Administrator
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6834
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: lhurner@highlandsfl.gov
c. The lead agency representative (and secondary signee) name, organization name, mailing address and contact information of the official representative (the representatives approved to sign Subcontracts and amendments):	Lead Agency Signee Name: Laurie Hurner, County Administrator
	Address: P.O. Box 1926
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6834
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: lhurner@highlandsfl.gov
	Lead Agency Secondary Signee Name: Kevin J. Roberts, Chairman
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6514
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: kroberts@highlandsfl.gov
d. The name of contact person, address, telephone, and email address where the Provider's financial and administrative records are maintained:	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov

e. The name of the Payee Organization (who we write the check to):	Payee Organization Name: Healthy Families Highlands
	Address: 7205 S George Blvd.
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6628
	Fax Number: 863-402-6625
	E-mail: cacevedo@highlandsfl.gov
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF program (this should be the Program Manager), under this Subcontract:	Program Manager's Name: Cynthia Acevedo
	Address: 7205 S George Blvd
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6629
	Cell Number: 863-273-4473
	Fax Number: 863-402-6625
	E-mail: cacevedo@highlandsfl.gov
g. The name, address, telephone number, fax number and e-mail of the backup representative (add position title) responsible for administration of the HF program under this Subcontract:	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
h. The contact information of the **Training Contact** is the same as the **Program Manager**	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-488-1752 x 104
	Fax:(850-488-5562
	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

Subcontract Exhibit C Section **C-2.1.1. - Staff Composition Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1. Staff Composition Table
The staff composition funded by HFF dollars and contributions is identified in the following table**.**

Non-HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
SUBTOTAL FTE	**0**	**0**	**0**	**0**
HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
Program Manager	**1**	**1**	**0**	**0**
Supervisor	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
Data Entry Clerk	**1**	**1**	**0**	**0**
SUBTOTAL FTE	**7**	**7**	**0**	**0**
TOTAL FTE	**7**	**7**	**0**	**0**

Subcontract Exhibit C Section C-**2.4.a.** – **Cash** C**ontribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.a Cash Contributors: $129,054.68

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$129,054.68	Cash contribution to cover operational expenses including salaries, travel, participant materials and office expenses.	Highlands County

Subcontract Exhibit C Section **C-2.4.b - In-Kind Contribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.b In-Kind Contributors: $72,809.40

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$72,809.40	In-kind contribution covering office space, utilities, cleaning and building maintenance, use of phone lines, copying machines and administrative oversight.	Highlands County

Subcontract Exhibit D Section **D-1.** - **Deliverables Table**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT D – DELIVERABLES

D-1. Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Electronic copy Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 2
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 5.1.4 Attachment 5
Attachment 6 - Certification Regarding Debarment Form		Hffdeliverables@ounce.org	Per Section 5.4 Attachment 6
Attachment 7 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 7.13.3 Attachment 7
Attachment 37 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 8 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and changes since last submission	Hffdeliverables@ounce.org	Per Section 10.3 Attachment 8
Attachment 9 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 5.4.2, 5.5.4, and 10.8
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	lmarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 38 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit B-4

Attachment 15 - Quarterly Narrative Report	July 15, 2024 October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Auxiliary Aids and Services Plan	July 30, 2024	Hffdeliverables@ounce.org	Per Section 10.10
Proof of Insurance Coverage	September 30, 2024	Hffdeliverables@ounce.org	Per Section 4.5
Agency Climate and Culture Analysis	November 15, 2024	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Biennial Service Review	November 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 21 - Notarized Affidavit of Level 2 Background Screening	November 29, 2024	Hffdeliverables@ounce.org	Per Sections 4.12.2 and C-2.5.6.3
HFF Site Policies and Procedures	November 29, 2024	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2025	Hffdeliverables@ounce.org	Per Exhibit D-2
Attachment 29 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2025 **FINAL** - June 20, 2025	Hffdeliverables@ounce.org	Per Exhibit B-7.6, B-7.8 and B-7.9

Attachment 1 - Financial and Compliance Audit Instructions is hereby deleted in its entirety and replaced with a revised **Attachment 1 - Financial and Compliance Audit Instructions** for FY 2024-2025.

Attachment 3c - Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3a** - Budget and Revenue Summary to reflect FY 2024-2025.

Attachment 5 - Certification Regarding Lobbying is hereby deleted in its entirety and replaced with a revised **Attachment 5 - Certification Regarding Lobbying** for FY 2024-2025.

Attachment 6 - Certification Regarding Debarment is hereby deleted in its entirety and replaced with a revised **Attachment 6 - Certification Regarding Debarment** for FY 2024-2025.

Attachment 7 - Civil Rights Compliance Checklist is hereby deleted in its entirety and replaced with a revised **Attachment 7 - Civil Rights Compliance Checklist** for FY 2024-2025.

Attachment 8 - Single-Point-of-Contact is hereby deleted in its entirety and replaced with a revised **Attachment 8 - Single-Point-of-Contact** for FY 2024-2025.

Attachment 9 - Organizational Chart is hereby deleted in its entirety and replaced with a revised **Attachment 9 - Organizational Chart** for FY 2024-2025.

Attachment 13 - Certification Regarding Compensation is hereby deleted in its entirety and replaced with a revised **Attachment 13 - Certification Regarding Compensation** for FY 2024-2025.

Attachment 15 - Quarterly Narrative Report RVSD 10.4.22 is hereby deleted in its entirety and replaced with a revised **Attachment 15- Quarterly Narrative Report RVSD 2.7.24** for FY 2024-2025.

Attachment 16 - DCF Security Agreement Attestation is hereby deleted in its entirety and replaced with a revised **Attachment 16 - DCF Security Agreement CF114 1.31.24** for FY 2024-2025.

Attachment 23 - Information Resource Request Form rvsd 3.13.23 is hereby deleted in its entirety and replaced with a revised **Attachment 23 - Information Resource Request Form rvsd 2.2.24** for FY 2024-2025.

Attachment 37 - Letter of Affidavit for E-Verify is hereby added in its entirety for FY 2024-2025.

Revised In-Kind Contribution letter for FY 2024-2025.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this **46** page Subcontract to be executed by their undersigned officials as duly authorized.

Highlands County, a political subdivision of the State of Florida By Its Board of County Commissioners:

Signed by: _____

Name: Kevin J Roberts

Title: BOCC Chair

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2025

FEIN #: 59-6000655

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Ounce of Prevention Fund of Florida pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 electronic copy, 1 hard copy and management letter, if issued)

OPFF/Healthy Families Florida
Attn: Suzie Godfrey
111 North Gadsden Street
Tallahassee, FL 32301
Email address: sgodfrey@ounce.org

B. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Funding Period: 7/1/2024 - 6/30/2025		FY 2024-2025			
Lead Entity: Highlands County BOCC					
Project Name: HF Highlands					
Contract # 20-25-42					
Categories and Line Items	**Total Cost of Program**	**HFF Grant**	**Cash Contrib.**	**In-kind Contrib.**	**Budget Narrative**
Direct Expenses					
A. Salaries and Wages					
1 Program Manager (1 FTE)	**$70,286.00**	$70,286.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $70,286
2 Supervisor (1FTE)	**$47,797.00**	$47,797.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 47,797
3 Family Support & Engagement Specialist (1 FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
4 Family Support & Engagement Specialist (1FTE)	**$35,992.00**	$35,992.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 35,992
5 Family Support & Engagement Specialist (1 FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
6 Family Support & Engagement Specialist (1 FTE)	**$36,190.00**	$36,190.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 36,190
7 Data Entry Clerk (1 FTE)	**$38,009.00**	$38,009.00		$0.00	**HFF**- 1.0 FTE @ annual salary of $38,009
Subtotal Salaries and Wages	**$295,168.00**	**$295,168.00**	**$0.00**	**$0.00**	
B. Payroll Taxes and Benefits (%)	**$129,396.00**	$48,295.00	$81,101.00	$0.00	HF - 37% (48,295) Cash Contribution - 63% (81,101) - FICA 7.65% =**$22580.35** Retirement **13.63**% =-**$40231.40** W/C 0.31 % =**$915.02**, Life and health insurance annual ($5,472.42 x 7 FTE x 12 months) = **$65,669.04** (annual).
C. Program Consultants and Contractual					
1. Background/Fingerprinting/ Screening	**$0.00**	$0.00	$0.00	$0.00	
2. Contracted Services	**$0.00**	$0.00	$0.00	$0.00	
3. Information Technology related charges	**$7,931.00**	$0.00	$7,931.00	$0.00	**Cash contribution** Client Device Manag. 7@ 9.86/ea=**69,** Network Device Managment **$2674,** Copmputer storage **$2699,** BMC Track IT=**$36,** Central Sq shared cost **$1204** Internethardware =**$464**, Microsoft support =**$436,** Topquest engaged package =**$349.**
Subtotal Program Consultants & Contractual	**$7,931.00**	**$0.00**	**$7,931.00**	**$0.00**	
D. Other Consultants and Contractual					
1. Legal	**$0.00**	$0.00	$0.00	$0.00	
2. Audit	**$0.00**	$0.00	$0.00	$0.00	
3. Accounting	**$0.00**	$0.00	$0.00	$0.00	
4. Deaf and Hard of Hearing Services / Interpreting Services	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Other Consultants and Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials					
1. Safety Items	**$500.00**	$0.00	$500.00	$0.00	**Cash contribution-** $500 in safety itmes to include home safety itmes, Etc.
2. Parent Education Materials	**$0.00**	$0.00	$0.00	$0.00	
3. Children's Books	**$0.00**	$0.00	$0.00	$0.00	
4. Developmental Toys	**$0.00**	$0.00	$0.00	$0.00	
5. Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Participant Educational Materials	**$500.00**	**$0.00**	**$500.00**	**$0.00**	

F. Consumable Program Supplies	**$400.00**	$0.00	$400.00	$0.00	**Cash contribution-** $400 Participant event supplies, paper plates, decorations, utensils, tablecloths, napkins, crafts, GGK activities supplies, etc.
G. Assistance to Participants					
1. Education/Testing/Job Training Fees	**$0.00**	$0.00	$0.00	$0.00	
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	
3. Participent Incentives	**$400.00**	$0.00	$400.00	$0.00	**Cash contribution**-$400 Participant Incentives to be purchased with cash contribution funds gift cards and new baby gifts etc.
4. Emergency Assistance	**$0.00**	$0.00	$0.00	$0.00	
5 Car Seats,Pack-N-Play,Diapers & Wipes	**$300.00**	$0.00	$300.00	$0.00	**Cash contribution**-$300. Diaper jumbo packs, 30 @ $10.00/each
H. Office Expenses					
1. Telephone	**$4,157.00**	$0.00	**$4,157.00**	$0.00	**Cash Contribution-** for the cost of 4 cell phones @ $41/month each for 12 months=**$1968**,1 MIFI @$37/mo x 12 =**$444.** Cisco phone charges for 7 employees @$128 each/annual cost =**$896**, Internet Connectivity 7 @121.29 each/annual cost =**$849.**
2. Utilities	**$3,733.80**	$0.00	$0.00	$3,733.80	**In-kind contribution-** Pro rata share based on 1760 square ft. occupied space of 7 percent. $**4232** per month X7 %=$**296.24**. Water: $**213** divided by 100 employees = $**2.13** multiplied by 7 **HF staff =** $**14.91.** ($**296.24** + **14.91=$313.28** per month). **$311.15 * 12 = $3733.80**
3. Postage and Shipping	**$300.00**	$0.00	$300.00	$0.00	**Cash contribution-** Postage & Shipping charges estimate **$25** per month x12 = **300**
4. Supplies	**$2,134.00**	$0.00	$2,134.00	$0.00	**Cash contribution-** Direct cost estimated price of cash contribution of $1750 for staff office supplies including pens, pencils, file folders, outreach folders, staples, post it notes, envelopes, etc. Copy paper 8boxes @$48.00/ea.=$384.00
5. Copying	**$500.00**	$0.00	$500.00	$0.00	**Cash contribution-** Est. annual B/W images 92,391 copies @.0046 =$425 (rounded). Annual color images est. 1,893 copies @.0396 per print.=$75.00 (rounded).
Subtotal Office Expenses	**$10,824.80**	**$0.00**	**$7,091.00**	**$3,733.80**	
I. Operating Capital Outlay					
1. Machinery & Equipment	**$0.00**	$0.00	$0.00	$0.00	
2. Computers & Software	**$6,308.00**	$0.00	$6,308.00	$0.00	**Cash contribution-** Adobe Acrobat PRO DC- 3@ 103/ea=**$309**, Cisco Flex license 7@58.43=**$409**, Cynber Security 7@36.86/ea =**$258**, Dell 7 @ 25.86/ea =**181**, Executime license 7@ 17.57/ea =**$123,** Intune Suite 7@ 25.86=**$181,** Security Awareness 7 @19/ea=$**133**, Microsoft Office Licnese 7@608/ea =**$4256,** Microsoft Office Veeam Back up- 7 @14/ea =**$98,** Patchmypc 7 @7.86=$**55**, Remote Access 1@**$305.**
3. Furniture	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$6,308.00**	**$0.00**	**$6,308.00**	**$0.00**	
J. Lease/Rent					
1. Equipment	**$1,861.68**	$0.00	$1,861.68	$0.00	**Cash contribution**- Xerox Copier Annual Lease Fee @ 1861.68 (155.14/mo for 12 mo.)
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	
3. Building	**$16,692.60**	$0.00	$0.00	$16,692.60	**In-kind contribution**- 1760 sq ft. (7% of building occupancy and equipment usage and facilites management) @ $**1391.05** * 12 month= $**16,69**2.60
Subtotal Lease/Rent	**$18,554.28**	**$0.00**	**$1,861.68**	**$16,692.60**	
K. Maintenance	**$0.00**	$0.00	$0.00	$0.00	
L. Insurance	**$1,645.00**	$0.00	$1,645.00	$0.00	**Cash contribution**- Property & Casualty Liability Insurance at a cost of 7 FTE @ $235 each = $1,645 paid in full annually

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

M. Staff Travel					
1. Home Visiting Travel Costs	**$18,500.00**	$0.00	$18,500.00	$0.00	**Cash contribution**- $**18,500=** HF direct program cost based on previous years program mileage cost incurred by 4 direct program staff @ an average of $1541.67 per month, 2301 miles @.67 = $1541.67 x 12 = $18,500.
2. Training Travel Costs	**$1,000.00**	$0.00	$1,000.00	$0.00	**Cash Contribution**- $1000= Staff training- required and specialized. Specific costs are unknown at this time depending on if face to face or virtual and number of staff that will need required trainings.
3. Conference (Other) Travel Costs	**$342.00**	$0.00	$342.00	$0.00	**Cash Contributions**- $342 -HFF Leadership Conf. room **$290** (145/night),**$52** meal, 135 round trip @.67/mile =**$90.45**
Subtotal Staff Travel	**$19,842.00**	**$0.00**	**$19,842.00**	**$0.00**	
N. Conference Registration Fees and Staff Training Registration Fees					
1. Conference Registration Fees	**$0.00**	$0.00	$0.00	$0.00	
2. Staff Training Registration Fees	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Registration Fees	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
O. Membership Fees and Subscriptions					
1. HFA Affiliation Fee	**$1,425.00**	$0.00	$1,425.00	$0.00	**Cash Contribution**- Healthy Families America Annual Dues @ 4 direct service staff rate.
2. Membership Fees	**$0.00**	$0.00	$0.00	$0.00	
3. Subscriptions	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Membership Fees and Subscriptions	**$1,425.00**	**$0.00**	**$1,425.00**	**$0.00**	
P. Advertising	**$0.00**	$0.00	$0.00	$0.00	
Q. Outside Printing and Artwork	**$250.00**	$0.00	$250.00	$0.00	**Cash contribution**- Brouchures 1,000 @ $.25 = $250
R. Other Allowable Costs					
1. Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
DIRECT EXPENSES TOTAL	**$492,944.08**	**$343,463.00**	**$129,054.68**	**$20,426.40**	
Administrative Expenses					
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	**$52,383.00**	$0.00	$0.00	$52,383.00	**In-kind contribution**- Administrative expenses allocated costs by HCBCC- Human Resources, Clerk to Board, County Administrator, Audits, OMB, Central Services, Purchasing and Coutny Attorney.
GRAND TOTAL (Direct and Administrative Expenses)	**$545,327.08**	**$343,463.00**	**$129,054.68**	**$72,809.40**	
REVENUE SUMMARY					
(List Revenue Sources)					
1. Healthy Families Florida	**$343,463.00**	$343,463.00	$0.00	$0.00	HFF Base Amount $343,463
2. Highlands County Board of County Commissioners	**$201,864.08**	$0.00	$129,054.68	$72,809.40	
Total Anticipated Revenue (Must equal Grand Totals above)	**$545,327.08**	**$343,463.00**	**$129,054.68**	**$72,809.40**	

$201,864.08
0.587731663

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Attachment 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 an employee of any 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Signature: Laurie A. Hurner Date: 3/1/24

Application or Contract ID Number: HF # 20-25-42

Name of Authorized Individual Application or Contractor: Laurie A. Hurner

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

CF 1123
Effective July 2015
(CF-1123-1516)

Attachment 6

Contract No. HF # 20-25-42

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Laurie W Hurner — Signature

3·1·24 — Date

Laurie A. Hurner — Name (type or print)

County Administrator — Title

CF 1125
Effective July 2015
(CF-1125-1516)

DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Highlands County Board of County Commissioners	Highlands	10

Corporate Mailing Address
600 S. Commerce Ave

City, State, Zip Code	Main Telephone Number
Sebring, FL 33870	863-402-6500

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ959	$283,818,130.00	$116,763,954.28	$167,054,175.72

Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.
LJ959 July 1, 2015 – June 30, 2025

Completed By (name and title)	Telephone Number	Date Completed
Cynthia Acevedo, Program Manager	863-402-6628	2-28-24

PART I.

1. Describe the geographic area served and the type of service(s) provided: Service provided by the HCBOCC include but are not limited to: Human and Veteran Services, Emergency Medical Services, Housing and Child Welfare.

2. Population of Area Served. List source of data: Census.gov

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
101,235	85.4	10.5	21.1	2.6	51.2	48.8

3. Staff Currently Employed. Effective date: 3-1-24

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	29	14	57	0	100	0	0

4. Number of Clients Participating or Served. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
46	65	24	41	11	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	57	29	14	0	100	0	0

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	☒Yes ☐No ☐NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	☒Yes ☐No ☐NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. Information is available in all three: verbal, written and poster..	☒Yes ☐No ☐NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	☒Yes ☐No ☐NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	☒Yes ☐No ☐NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	☒Yes ☐No ☐NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? *[Applicable to providers with 50 or more employees and $25,000 or more in DOJ funding.]* If NO, please explain.	☒Yes ☐No ☐NA

PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. The organization had no complaints filed within the past 12 months.	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to **both** the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain. N/A	☐Yes ☐No ☒NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. This is a home visiting program, this does not apply.	☐Yes ☐No ☒NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.	☒Yes ☐No ☐NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	☒Yes ☐No ☐NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). policy	☒Yes ☐No ☐NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	☒Yes ☐No ☐NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Cynthia Acevedo-cacevedo@highlandsfl.gov; Deana Strickland-dstrickland@highlandsfl.gov
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Upon hire, HIPPA and ADA training and annually thereafter..	☒Yes ☐No ☐NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. No religious activities.	☐Yes ☐No ☒NA ☐Yes ☐No ☒NA ☐Yes ☐No ☒NA

25. If you are a sub-recipient of *DOJ funding and operate an educational program or activity*, have you taken the following actions: a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972? b. Designated a person to coordinate compliance with Title IX? c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities? If applicable and you answered NO to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? **If YES, provide a copy of the EEOP and/or certification.**	☒ Yes ☐ No ☐ NA

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager
Contract Manager Name/Signature			Telephone Number
Is the contract information (contract number, amount of contract, etc.) correct?			☐ YES ☐ NO
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			☐ YES ☐ NO
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? ☐ YES ☐ NO
Comments			
Type of Compliance Review: ☐ On-Site Limited Review ☐ On-Site Full Review ☐ Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date		Response Received Date
Compliant? ☐ YES ☐ NO	Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Attachment 8

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-20-25-42 Project Name: HF Highlands Date Completed: 4-26-24

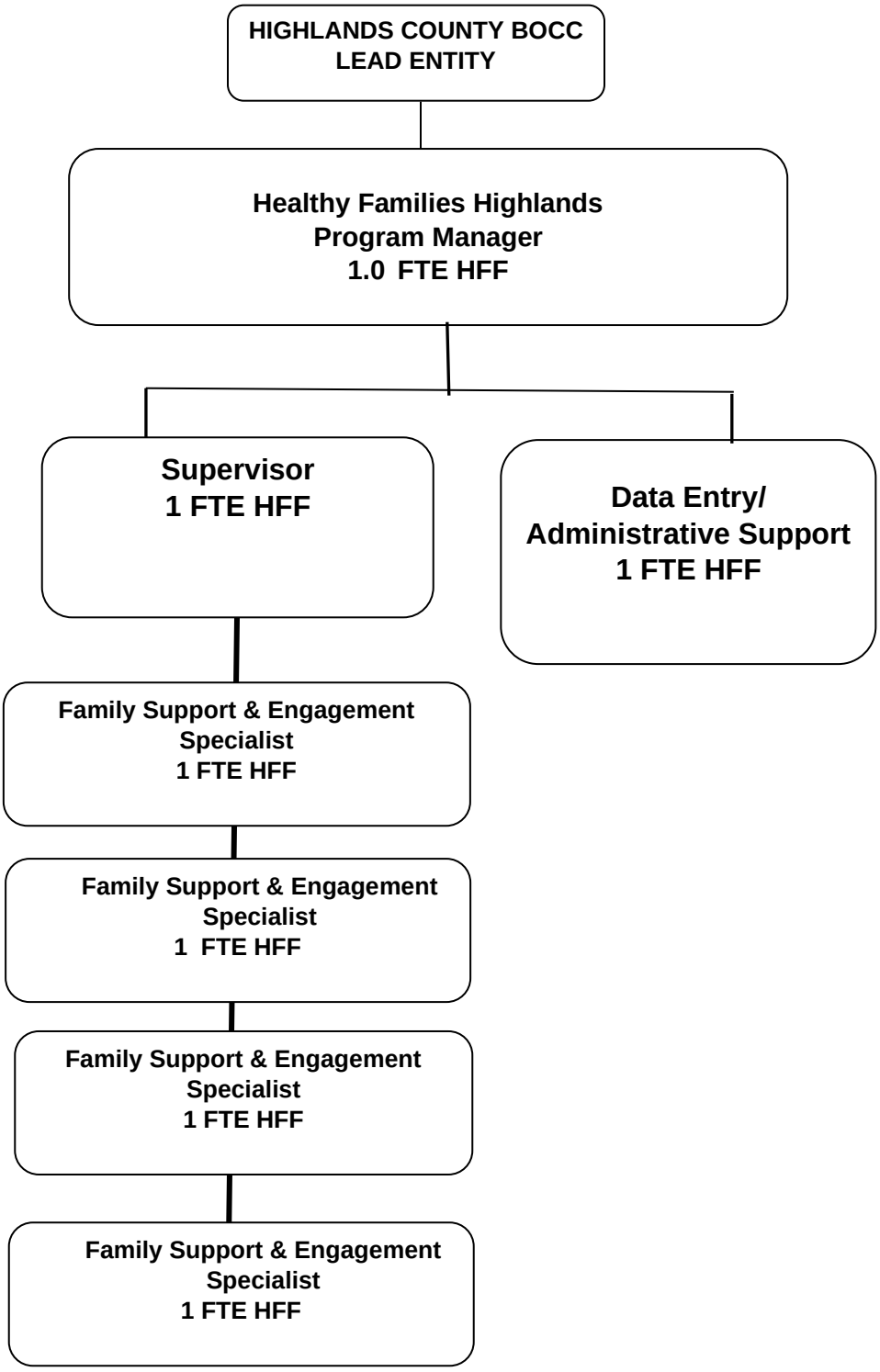
Name	Date SPOC Trainings Completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Cynthia Acevedo	4/23/24	HFH Program Manager/SPOC	HF Highlands / HCBCC	7205 S George Blvd Sebring, FL 33875	7205 S George Blvd Sebring, FL 33875	863-402-6629	cacevedo@highlandsfl.gov

I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

Program Manager: Cynthia Acevedo

Date: **4-26-24**

HF Highlands



Attachment 13

Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I swear (or affirm) to my authority to make binding representations on behalf of the entity listed below, the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and both I and the below-listed entity intend the Department rely upon the information contained in this document.

Highlands County Board of County Commissioners.
Entity Name

LJ959 Highlands #20-25-42 — Department Contract Numbers
053222506 — DUNS Number

Laurie A. Hurner
Printed Name of Authorized Person

Signature of Authorized Person — 3-1-24 — Date

STATE OF FLORIDA
COUNTY OF Highlands

CHANTEL STRAHAN
Notary Public-State of Florida
Commission # HH 408949
My Commission Expires
July 20, 2025

Sworn to (or affirmed) before me by means of ☐ physical presence or ☐ online notarization, this 1 day of March, 2024 by Laurie Hurner

Chantel Strahan
Signature of Notary Public- State of Florida

Personally Known OR Produced Identification
Type of Identification Produced: _____

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

☐ **Yes** ☒ **No**

2) Over the past X fiscal years, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

☐ **Yes** ☒ **No**

3) During the preceding fiscal year, did the Entity: (a) receive more than $25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

☐ **Yes** ☒ **No**

If the answer to **any** question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.

Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report with those changes, and their total annual compensation. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations. The Entity is not required to disclose the additional compensation a person receives from organizations that contract with the Entity if the above listed person was identified solely upon the person's status as an uncompensated member of the Entity's board of directors, whatever the person's actual title in the organization.

Name	Title	Total Annual Compensation	FL %	Fed %	FL & Fed % (Total)

Healthy Families Florida Quarterly Narrative Report

Attachment 15

Reporting for HF: **Project Name** **Reporter**:

Reporting Period: **Choose an item.** **Date Submitted:**

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select "**Not Applicable**."

Referrals and Numbers Served

1. Report the monthly number of families served for each month of the quarter. (This data is available in the Monthly Served Report in the Capacity/Closures section of the Performance Management System.)
2. If your project did not meet the minimum monthly compliance measure in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.
3. Select the number of pregnant women served in the quarter who are neither U.S. citizens nor legal residents of the U.S. nor have a child in the home that is a U.S. citizen or legal resident (This is necessary for DCF reporting and does not impact the eligibility of the families enrolled).

Successes and Challenges

4. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.
5. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

6. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, etc.) since the last quarterly narrative report.
7. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.
8. Detail any community events or participant activities/events that occurred during the quarter.

Mental Health Counselor OR Navigator Report

9. If you have a Mental Health Counselor **AND**/**OR** Navigator, complete the sections below. **Choose an item.**
10. If the Mental Health Counselor **AND**/**OR** Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Mental Health Counselor, 20 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
11. Describe in narrative format how at least one participant has made progress since they began Mental Health Counselor **AND**/**OR** Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here**. Each example must include:
    - the family ID so that we can cross-reference the narrative with data
    - a brief history of what brought the family into the Healthy Families program

- symptoms/concerns at the time they started services with the Mental Health Counselor **and/or** Navigator (why were they referred)
- results of the psychosocial or needs assessment and service plan goals

- how the Mental Health Counselor **and/or** Navigator and FSS worked together (if applicable)
- how the Mental Health Counselor **and/or** Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
- what techniques/strategies were implemented by the Mental Health Counselor (if applicable)
- how the participant(s) and child(ren) are benefitting as a result of the Mental Health Counselor **and/or** Navigator services

12. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)

13. Is there any way in which the HFF Central Office can better assist your project in providing Mental Health Counselor **and/or** Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

14. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

15. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**

16. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.

State of Florida
Department of Children and Families

SECURITY AGREEMENT

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

Name _____ Employer/Office/Region _____

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, online updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.

- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.

- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.

- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.

- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.

- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.

- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data (https://www.fbi.gov/filerepository/cjissecurity-policy-v5_5_20160601-2-1.pdf), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.

- I understand it is the policy of DCF that I do not disclose personal passwords.

- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.

- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.

- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.

- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee / System User Name	Signature Employee / System User	Date
Print Supervisor Name	Supervisor Signature	Date

AGREEMENT REFERENCES

FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

815.01 Short title.—The provisions of this act shall be known and may be cited as the "Florida Computer Crimes Act."

History.—s. 1, ch. 78-92.

815.02 Legislative intent.—The Legislature finds and declares that:

(1) Computer-related crime is a growing problem in government as well as in the private sector.

(2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.

(3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.

(4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.

(5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse. History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

815.03 Definitions.—As used in this chapter, unless the context clearly indicates otherwise:

(1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

(2) "Computer" means an internally programmed, automatic device that performs data processing.

(3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.

(4) "Computer network" means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.

(5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.

(6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.

(7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.

(8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.

(9) "Electronic device" means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting,

receiving, or storing data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

(10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.

(11) "Intellectual property" means data, including programs.

(12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value. History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

815.04 Offenses against intellectual property; public records exemption.—

(1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection 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.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets. History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—
(1) As used in this section, the term "user" means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.
(2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:
(a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
(b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
(c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
(d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
(e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
(f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.
(3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:
1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least $5,000;
2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.
(c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:
1. Endangers human life; or
2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.
(4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
(5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.
(b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.
(6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.
(7) This section does not apply to a person who:
(a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
(b) Acts within the scope of his or her lawful employment; or
(c) Performs authorized security operations of a government or business.

(8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.

(9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person. History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

815.061 Offenses against public utilities.—

(1) As used in this section, the term "public utility" includes:

(a) A public utility or electric utility as defined in s. 366.02.

(b) A utility as defined in s. 367.021.

(c) A natural gas transmission company as defined in s. 368.103.

(d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state. (e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.

(2) A person may not willfully, knowingly, and without authorization:

(a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.

(b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.

(3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 6, ch. 2014-208.

815.07 This chapter not exclusive.—The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

The Driver Privacy Protection Act

18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES

CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE MOTOR VEHICLE RECORDS

Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.

(a) In General.-A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

(1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or

(2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(b) Permissible Uses.-Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321–331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

(1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

(2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

(3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only-

(A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and

(B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

(4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

(5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

(6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

(7) For use in providing notice to the owners of towed or impounded vehicles.

(8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

(9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.

(10) For use in connection with the operation of private toll transportation facilities.

(11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

(12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

(13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

(14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Resale or Redisclosure.-An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request. **(d) Waiver Procedures.-**A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
(e) Prohibition on Conditions.-No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103–322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104–287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104–294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106–69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106–346, §101(a) [title III, §309(c)–(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS: DRIVER PRIVACY PROTECTION ACT (DPPA)

UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.

119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.— (1) **DEPARTMENT OF HEALTH.—**All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:
(a) With the express written consent of the individual or the individual's legally authorized representative. (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
(c) By court order upon a showing of good cause.
(d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive followback contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.

(2) **DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.—**
(a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

(c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.

(d) 1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

(3) **OFFICE OF FINANCIAL REGULATION**.—The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

(a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law. (b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement. This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.

History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28. Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading "Public Records." B. Former s. 119.07(6)(aa), (cc).

Section 155.260: Privacy and security of personally identifiable information.

TITLE 45—Public Welfare

Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBCHAPTER A—GENERAL ADMINISTRATION

(a) Creation, collection, use and disclosure.

(1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary: (i) For the Exchange to carry out the functions described in §155.200;

(ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or

(iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

(A) Substantive requirements. The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

(B) Procedural requirements for approval of a use or disclosure of personally identifiable information. To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

(1) Identity of the Exchange and appropriate contact persons;

(2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;

(3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and

(4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

(i) Individual access. Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;

(ii) Correction. Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;

(iii) Openness and transparency. There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;

(iv) Individual choice. Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information; **(v) Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;

(vi) Data quality and integrity. Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;

(vii) Safeguards. Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,

(viii) Accountability. These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

(i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;

(ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
(iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
(iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
(v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
(vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;

(5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.
(6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

(b) Application to non-Exchange entities—
(1) Non-Exchange entities. A non-Exchange entity is any individual or entity that:
(i) Gains access to personally identifiable information submitted to an Exchange; or
(ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange. (2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:
(i) A description of the functions to be performed by the non-Exchange entity;
(ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
(iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
(iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and
(v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.
(3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:
(i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;
(ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and (iii) Take into specific consideration:
(A) The environment in which the non-Exchange entity is operating;
(B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and
(C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(c) Workforce compliance. The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

(d) Written policies and procedures. Policies and procedures regarding the creation collection, use, and disclosure of personally identifiable information must, at minimum:

(1) Be in writing, and available to the Secretary of HHS upon request; and
(2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) Data sharing. Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:
(1) Meet any applicable requirements described in this section;
(2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;
(3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and
(4) For those matching agreements that meet the definition of "matching program" under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) Compliance with the Code. Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) Improper use and disclosure of information. Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than $25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

Section 7213: Unauthorized disclosure of information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Returns and return information (1) Federal employees and other persons
It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
(2) State and other employees
It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(3) Other persons**

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(b) Disclosure of operations of manufacturer or producer**

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than $5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution. **(e) Cross references**

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85–866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86–778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94–455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686 , 1688; Pub. L. 95–600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922 , 2923; Pub. L. 96–249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96–265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468 , as amended Pub. L. 96–611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96–499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96–611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97–248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97–

365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98–369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820 , 1156; Pub. L. 98–378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100–485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100–647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101–239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101–508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388–273 ; Pub. L. 104–168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105–33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105–35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105–206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107–134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108–173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167 , 2369; Pub. L. 109–280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111–148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112–240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114–184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537 .)

Section 7213A: Unauthorized inspection of returns or return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Prohibitions (1) Federal employees and other persons It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c). **(b) Penalty**

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105–35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107–210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109–280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

Section 7431: Civil damages for unauthorized inspection or disclosure of returns and return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or (2) which is requested by the taxpayer. **(c) Damages**

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of— (1) the greater of—

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. **(e) Notification of unlawful inspection and disclosure** If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of— (1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b). **(g) Extension to information obtained under section 3406**

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)
For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97–248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98–67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105–34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105–35, §3(a)–(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105–206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109–280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

Section 6103: Confidentiality and disclosure of returns and return information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977,1 or title 38, United States Code, or certain housing assistance programs (A) Return information from Social Security Administration
The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).
(B) Return information from Internal Revenue Service
The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D). **(C) Restriction on disclosure**
The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).
(D) Programs to which rule applies
The programs to which this paragraph applies are:
(i) a State program funded under part A of title IV of the Social Security Act;
(ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;
(iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
(v) unemployment compensation provided under a State law described in section 3304 of this title; (vi) assistance provided under the Food and Nutrition Act of 2008;
(vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(viii)(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
(II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
(III) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and (IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).

Attachment 23

INFORMATION RESOURCE REQUEST (IRR) #_____

To:	**From: District 30 Office Symbol: OCFW**
OCW Contracts Unit 2415 North Monroe Street, Suite 400N-341 Tallahassee, FL 32303 **Telephone: 850-717-4389**	**The Ounce of Prevention Fund of Florida** **Healthy Families Florida** **HF Site Name #20-25-__** **Kayla Thomas** **Telephone: 850-921-4494 x 216 Fax**
Connectivity: ___LAN ___LAN with Gateway ___Mainframe **Specify Mainframe System _____**	**Strategic Plan:** ___Statewide (Resources Referenced on Page _____) ___District (Resources Referenced on Page _____) ___Not a Strategic Plan **If not in any Strategic Plan, please see below.**

Requirements/Benefits (If not in any Strategic Plan):): The funds for this IT equipment/software are allocated in the contract budget for contract #**LJ959, SFY 2024-2025** with the Ounce of Prevention Fund of Florida, Inc. (Healthy Families Florida). This equipment is needed to in order to maintain consistent, effective Healthy Families program operations and meet contractual requirements.

***Attach 3 Vendor Quotes**
*** 3 Year warranty on all computers**
*** All computers require McAfee Endpoint encryption software**

1) **What the issue is, ie, what we are trying to accomplish**
2) **How we propose to fix the issue, ie, the product and why we selected it. If possible, how it will work with existing systems.**
3) **Who/where the items will be installed.**
4) **If replacing hardware, what will happen to what is replaced, surplus? re-deployed?**
5) **What the impact to the Department will be if the items aren't approved.**
6) **Request adheres to DCF standards yes or no, if no, explain**

1. Requestor –	**Date**	**2. Supervisor/Manager –**	**Date**
3. Budget Director – **Sharon Clark**	**Date**	**4. Provider/Contract Representative** **Rebekkah Sheetz**	**Date**
5. Provider/Contract Representative **IT Approval Kayla Thomas**	**Date**	**Valid Until:**	**Total: $000.00**

(A) Product Costs (list each item separately)

Line	Qty	Description/Vendor/Purchase Method	Unit Price	Total Price
1.				
2.				
3.				

(B) Support Costs	Cost	(A) Subtotal Product Costs	$0.00
Installation	$	(B) Subtotal Support Costs	$0.00
Training	$		
Maintenance	$	Total (A+B)	$0.00

(C) Funding	Applies to Line Item Number(s)	Applies to Line Item Number(s)	Applies to Line Item Number(s)
OCA			
Category			
Organization Code			
L1, GF, SF, FID,%, if needed			
Budget Entity			
District			
Fund Source Code			

For Department Use Only:

Contract Manager:

Concur _____ Non-Concur _____ Reviewer _____ Date _____

As of _____ there are funds and support available for this IRR. _____

Attachment 37

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Letter of Affidavit for E-Verify Status
Fiscal Year 2024-2025

Highlands County Board of County Commissioners attests that:

1. Beginning January 1, 2021, **Highlands County Board of County Commissioners** is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.
2. This affidavit affirms that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Highlands County Board of County Commissioners also attests that all required documents will be placed in each employees personnel file.

Sincerely,

Laurie A. Hurner
County Administrator

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF Highlands

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this (numeric date) 1 day of (month) March, (year) 2024, by (name of person making statement).

CHANTEL STRAHAN
Notary Public-State of Florida
Commission # HH 408949
My Commission Expires
July 20, 2025

(NOTARY SEAL)

Chantel Strahan
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known ✓ OR Produced Identification ___ Type of Identification Produced_____

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

May 6, 2024

Ms. Rebekkah Sheetz
Executive Director
Healthy Families Florida
111 N. Gadsden Street, # 200
Tallahassee, FL 32301

Dear Ms. Ohlsen:

The Highlands County Board of County Commissioners strongly supports the Healthy Families Highlands Program. As evidence of our commitment to the success of this program, we have budgeted an estimated total of up to **$129,054.68** as a cash match contribution for the Healthy Families Highlands grant for the upcoming fiscal year 2024-2025.

Additionally, we are furnishing an in-kind contribution match estimated at a dollar value of **$72,809.40** This amount is detailed in the grant budget line items and covers allocated costs of office space, utilities, human resources, budget, purchasing and other administrative oversight supports.

We are pleased to continue our partnership with Healthy Families Florida to provide this essential service to Highlands County families.

Sincerely,

Lauire A. Hurner
County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Jonathan Harrison, Road & Bridge Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-118 to realign funds from Road Construction Projects.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign funds from Project #23029 Arbuckle Branch Rd, determined by direction of the Board to not complete, in the amount of $327,766.69. The funds will be used to create Project #23088 Markland Ln for road reconstruction, per Board direction for reallocation.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-118 to realign funds from Road Construction Projects.

FISCAL IMPACT

No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $327,766.69 are merely being transferred from Project #23029 to Project #23088 (Markland Ln) for road reconstruction respectively.

Attachments: 23-24-118 Reconstruct Reallocation fm Proj 23029 to Proj 23088 Markland Ln (BA).pdf

REVIEWED
O.M.B DEPARTMENT
June 5, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/4/2024** SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **23029 / 23088** PROJECT TITLE(S): **Arbuckle Branch / Markland Ln** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**23029**	**336,000.00**		**327,766.69**	**8,233.31**
E	**151**	**4102A**	**56301Z**	**Project Capital Infrastructure**	**23088**	**0.00**	**327,766.69**		**327,766.69**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Road Reconstruction Partial CFS Allocation 23/24, Moving Arbuckle Branch funding to Markland Ln.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-118**

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of June 5, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER: **Laurie Hurner, County Administrator**

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

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 18, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from June 18, 2024, through July 1, 2024

Attachments: